



DIRECTORATE-GENERAL JUSTICE

Directorate A
Unit A4: Programme Management

DG.JUST A.4

05. 04. 2013

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

AGREEMENT NUMBER – JUST/2012/PROG/AG/3720

The European Union (hereinafter referred to as “the Union”), represented by the European Commission (hereinafter referred to as “the Commission”), itself represented for the purposes of signature of this agreement by Renatas Mazeika, Head of Unit, Directorate-General Justice, Directorate A

of the one part,

and

INSTITUT FOR MENNESKERETTIGHEDER
Danish Institute for Human Rights, Denmark`s National Human Rights Institution
WILDERS PLADS 8K
1403 COPENHAGEN K
DENMARK

hereinafter called “the co-ordinator”, represented for the purposes of signature of this agreement by Mr JONAS CHRISTOFFERSEN
DIRECTOR

and the following “co-beneficiary(ies)”:

Name	Country
Danish Board of Equal Treatment	DK

Who have conferred powers of attorney for the purposes of the signature of the agreement to the representative of the co-ordinator in the terms set out in Annex IV, collectively “the beneficiaries”, and each individually identified as “beneficiary” for

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purposes of this agreement where a provision applies without distinction to the co-ordinator or a co-beneficiary,

of the other part,

HAVE AGREED

the **Special Conditions, General Conditions** and **Annexes** below:

- Annex I** Description of the action
- Annex II** Estimated budget of the action (comprising a consolidated version together with a breakdown of costs and receipts between each beneficiary)
- Annex III** Technical implementation reports to be submitted
- Annex IV** Mandates conferring powers of attorney from the co-beneficiaries to the co-ordinator

which form an integral part of this agreement ("the agreement").

The terms set out in the Special Conditions shall take precedence over those in the other parts of the agreement.

The terms of the General Conditions shall take precedence over those in the Annexes.

The terms of this agreement shall take precedence over the terms set out in the call for proposals or any other Commission document related to the call for proposals or project implementation. Nevertheless, the latter documents shall be used for supplementary purposes.



I – SPECIAL CONDITIONS

ARTICLE I.1 – PURPOSE OF THE GRANT

- I.1.1 The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the Annexes to the agreement, which the beneficiaries hereby declare that they have taken note of and accept, for the action entitled "**Double faceted awareness raising campaign**" ("the action").
- I.1.2 The beneficiaries accept the grant and undertake to do everything in their power to carry out the action as described in Annex I, acting on their own responsibility.

ARTICLE I.2 – DURATION

- I.2.1 The agreement shall enter into force on the date when the last party signs.
- I.2.2 The action shall run for 12 months from **01 March 2013** ("the starting date of the action").

ARTICLE I.3 – ROLE OF THE BENEFICIARIES

- I.3.1 The co-ordinator shall:
- a) have full responsibility for ensuring that the action is implemented in accordance with the agreement;
 - b) be the intermediary for all communication between the co-beneficiaries and the Commission in accordance with Article I.8. Any claims that the Commission might have in respect of the agreement shall be addressed to, and answered by, the co-ordinator, save where specifically stated otherwise in the agreement;
 - c) be responsible for supplying all documents and information to the Commission which may be required under the agreement, in particular in relation to the requests for payment. The co-ordinator shall not delegate any part of this task to the co-beneficiaries or to any other party. Where information from the co-beneficiaries is required, the co-ordinator shall be responsible for obtaining and verifying this information and for passing it on to the Commission;

- d) inform the co-beneficiaries of any event of which the co-ordinator is aware that is liable to substantially affect the implementation of the action;
- e) inform the Commission of transfers between headings of eligible costs, as provided in Article I.4.4;
- f) make the appropriate arrangements for providing the financial guarantee or the joint guarantee of the beneficiaries participating in the action, when requested, under the provisions of Article I.5;
- g) establish the payment requests on behalf of the beneficiaries, detailing the exact share and amount assigned to each beneficiary, in accordance with the agreement, the estimated eligible costs as foreseen in Annex II, and the actual costs incurred. All payments by the Commission are made to the bank account(s) referred to in paragraph 1 of Article I.7;
- h) where designated the sole recipient of payments on behalf of all of the beneficiaries, ensure that all the appropriate payments are made to the co-beneficiaries without unjustified delay and shall inform the Commission of the distribution of the Union financial contribution between the co-beneficiaries and of the date of transfer;
- i) be responsible, in the event of audits, checks or evaluations, as described in Articles II.20 and II.6, for providing all the necessary documents, including the accounts of the co-beneficiaries, the original accounting documents and signed copies of sub-contracts, if any have been concluded by the beneficiaries in accordance with Article II.9.

I.3.2 The co-beneficiary(ies) shall:

- a) agree upon appropriate arrangements between themselves for the proper performance of the action;
- b) forward to the co-ordinator the data needed to draw up the reports, financial statements and other documents provided for in the agreement including its Annexes;
- c) ensure that all information to be provided to the Commission is sent via the co-ordinator, save where the agreement specifically stipulates otherwise;
- d) inform the co-ordinator immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware;
- e) inform the co-ordinator of transfers between headings of eligible costs, as provided in Article I.4.4;
- f) provide the co-ordinator with all the necessary documents in the event of audits, checks of evaluations, as described in Articles II.20 and II.6.

ARTICLE I.4 – BREAKDOWN OF COSTS – FINANCING THE ACTION

- I.4.1 The total cost of the action is estimated at **EUR 250.034,12** as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for Union funding under the terms of Article II.14, of any other costs that the action may entail, and of all receipts, so that receipts and costs balance.

The estimated budget in Annex II shall include a table indicating the breakdown of estimated eligible costs and receipts between each beneficiary. The table shall be agreed collectively by the beneficiaries and shall be deemed to form an integral part of the estimated budget of the agreement.

- I.4.2 The total eligible costs of the action for which the Commission grant is awarded are estimated at **EUR 250.034,12** as shown in the estimated budget in Annex II.

Indirect costs are eligible for flat-rate funding of 7 % of the total direct eligible costs, subject to the conditions laid down in Article II.14.3.

- I.4.3 **The Commission shall contribute a maximum of EUR 117.966,25 equivalent to 47.18 % of the estimated total eligible costs** indicated in paragraph 2. The final amount of the grant shall be determined as specified in Article II.17, without prejudice to Article II.19.

The Union grant may not finance the entire costs of the action. The amounts and sources of co-financing other than from Union funds shall be set out in the estimated budget referred to in paragraph 1. Contributions in kind are not considered as eligible costs and not accepted as external co-financing

- I.4.4 By way of derogation from Article II.13, the co-ordinator may, in agreement with the co-beneficiaries, when carrying out the action, adjust the estimated budget **by transfers between headings of eligible costs**, provided that this adjustment of expenditure does not affect implementation of the action and the transfer between headings **does not exceed 10% of the amount of each heading** of estimated eligible costs for which the transfer is intended, and without exceeding the total eligible costs indicated in paragraph 2. The co-ordinator shall inform the Commission in writing.

ARTICLE I.5 – PAYMENT ARRANGEMENTS

- I.5.1 Pre-financing:

Within **30 days** of:

- (i) the date when the signed agreement is officially received or
- (ii) the date on which the Commission receives the last mandate, as specified in Article I.11.1,

whichever is the latest, a pre-financing payment of **EUR 94.373,00** shall be made to the co-ordinator, representing **80,00 %** of the amount specified in Article I.4.3.

I.5.2 Payment of the balance

The request for payment of the balance shall be accompanied by the final technical implementation report and financial statement specified in Article II.15.4.

The Commission shall have 90 days to approve or reject the report and to pay the balance in accordance with Article II.17, or to request additional supporting documents or information under the procedure laid down in Article II.15.4. The beneficiary shall have 30 days in which to submit additional information or a new report.

The Commission may suspend the period for payment in accordance with the procedure in Article II.16.2.

ARTICLE I.6 – SUBMISSION OF REPORTS AND OTHER DOCUMENTS

The following reports must be submitted by the co-ordinator in one paper copy and one electronic version in English

- When project duration is equal or greater than 24 months a progress report shall be submitted within 2 weeks after the project mid-term. It shall consist of a technical implementation report and a summary financial statement using a template provided by the Commission.
- A final technical implementation report and financial statement as specified in article II.15.4, using a template provided by the Commission. The final report shall be submitted within 3 months following the closing date of the action.as indicated in article I.2.2 The final report shall be considered as presented only upon reception of both electronic and paper copies which together constitute the final reporting package.

ARTICLE I.7 – BANK ACCOUNT

- I.7.1 All payments shall be made to the co-ordinator's bank account or sub-account denominated in euro, as indicated below:

Name of bank: Danske Bank

Address of branch: Girostrøget 1, 0800 Høje Taastrup, Denmark

Precise denomination of the account holder: INSTITUT FOR
MENNESKERETTIGHEDER
IBAN account code: **DK6702164069173454**

- I.7.2. This account or sub-account must identify the payments made by the Commission.

ARTICLE I.8 – GENERAL ADMINISTRATIVE PROVISIONS

- I.8.1. Any communication addressed to the Commission in connection with the agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following addresses:

European Commission
Directorate-General Justice
Directorate A
Unit A4: Programme Management
MO59 04/016
B-1049 Brussels
Belgium
E-mail address: JUST-PROGRESS@ec.europa.eu

- I.8.2 Ordinary mail shall be considered to have been received by the Commission on the date on which it is formally registered by the Commission unit responsible referred to above. E-mail shall be considered as received on the date it is received. However, if the beneficiary receives a reply asking him to re-direct the e-mail, it shall not be considered as received until the correctly re-directed e-mail is received.

- I.8.3 Any communication from the Commission to the co-ordinator and/or co-beneficiaries and vice-versa, shall be in writing and shall be made via the co-ordinator, save where specifically indicated otherwise in the agreement. It shall indicate the number of the agreement and shall be sent to the following address:

Ms ANNE-SOFIE HEMPLER BALLE
Danish Institute for Human Rights
Wilders Plads 8 K
1403 COPENHAGEN K
DENMARK

ahb@humanrights.dk

- I.8.4 Any change of address by the co-ordinator shall be communicated in writing to the Commission.

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ARTICLE I.9 – LAW APPLICABLE AND COMPETENT COURT

The grant is governed by the terms of the agreement, the Union rules applicable and, on a subsidiary basis, by the law of Belgium relating to grants.

The beneficiaries may bring legal proceedings regarding decisions by the Commission concerning the application of the provisions of the agreement and the arrangements for implementing it before the General Court of the European Union and, in the event of appeal, the Court of Justice.

ARTICLE I.10– DATA PROTECTION

I.10.1. Any personal data included in the agreement shall be processed pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the agreement by the Commission, without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

I.10.2. The beneficiaries shall have the right of access to their personal data and the right to rectify any such data. Should the beneficiaries have any queries concerning the processing of their personal data, they shall address them to the entity mentioned in Article I.8.1.

I.10.3. The beneficiaries shall have the right of recourse at any time to the European Data Protection Supervisor.

I.10.4. Where the agreement requires the processing of personal data by the beneficiaries, the beneficiaries may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

I.10.5. The beneficiaries shall limit access to the data to the staff strictly necessary for the implementation, management and monitoring of the agreement.

I.10.6. The beneficiaries undertake to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - i) unauthorised reading, copying, alteration or removal of storage media;
 - ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;

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- iii) unauthorised persons from using data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design their organisational structure in such a way that it meets data protection requirements.

ARTICLE I.11 – OTHER SPECIAL CONDITIONS

The following special conditions apply to this agreement:

- I.11.1. The co-ordinator declares to be in possession of the mandates signed by each of the co-beneficiaries at the time of signature of the present grant agreement. The mandates must be submitted to the Commission by the co-ordinator not later than 30 days after the agreement enters into force, as specified in Article I.2.1. The Commission reserves the right to terminate the agreement if one or more mandates are not submitted by the indicated deadline. The termination shall take effect from the day following the date of the notification of the Commission's decision to terminate the agreement.
- I.11.2. The co-ordinator shall submit the payment requests, including the underlying financial statements, in euro. By way of derogation from Article II.16.1, any conversion of actual costs into euro shall be made by the co-ordinator at the monthly accounting rate established by the Commission and published on its website <http://ec.europa.eu/budget/infocoreuro/index.cfm> applicable on the day when costs were incurred by the co-ordinator and/or by the co-beneficiaries.
- I.11.3 The co-ordinator shall notify to the Commission any planned changes of staff responsible for the implementation of the action. This notification shall indicate the impact on the estimated budget and shall be sent within the deadline laid down in Article II.13.3.

Unless the Commission notifies its objection within two months from the date of the formal notification, the replacement of staff is deemed to be agreed by the Commission.

I.11.4. Ownership/Use of the results

Without prejudice to Article II.1 and II.3 of the General Conditions, the beneficiaries shall warrant that the European Union has the rights to:

- exploit the results of the action in the way it is normally intended for,
- modify the results of the action, in particular to cut, dub, insert meta-data, subtitles, legends or other graphic, visual, audio or word elements, for the sake of dissemination and in agreement with the beneficiary,
- broadcast the results of the action,
- sub-license the results of the action,
- distribute the results of the action with or without modifications to them,
- prepare derivative works of the results of the action,
- store the results of the action,
- include the results of the action in the indexes and databases worldwide,
- extract audio or video files from the results of the action,
- compile or decompile the results of the action.

I.11.5. Suspension of payment period

By way of derogation from paragraph 4 of Article II.16.2 the payment period may also be suspended through alternative means of communication such as facsimile or email provided that it is issued from the services responsible as indicated in Article I.8.1.

The suspension period shall be considered to take effect as of the date of transmission and provided the communication has been formally registered in the Commission registration system.

I.11.6. Interest yielded by pre-financing

By way of derogation from Article II.16.4 the interest yielded by pre-financing paid to the beneficiary is not due to the Commission.

II – GENERAL CONDITIONS

PART A – LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – LIABILITY

- II.1.1 The beneficiaries shall be responsible for complying with any legal obligations incumbent on them.
- II.1.2 The Commission shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused during the action's execution. Consequently, the Commission will not entertain any request for indemnity or reimbursement accompanying any such claim.
- II.1.3 Except in cases of *force majeure*, the beneficiaries shall make good any damage sustained by the Commission as a result of the execution or faulty execution of the action.
- II.1.4 The beneficiaries shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.2 – CONFLICT OF INTERESTS

- II.2.1 The beneficiaries undertake to take all the necessary measures to prevent any risk of conflict of interests which could affect the impartial and objective performance of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.
- II.2.2 Any situation constituting or likely to lead to a conflict of interests during the performance of the agreement must be brought to the attention of the Commission, in writing, without delay. The beneficiaries shall undertake to take whatever steps are necessary to rectify this situation at once.
- II.2.3 The Commission reserves the right to check that the measures taken are appropriate and may demand that the beneficiaries take additional measures, if necessary, within a certain time.

ARTICLE II.3 – OWNERSHIP/USE OF THE RESULTS

- II.3.1 Unless stipulated otherwise in the agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the beneficiaries.
- II.3.2 Without prejudice to paragraph 1, the beneficiaries grant the Commission the right to make free use of the results of the action as it deems fit, and, in particular, to display, reproduce by any technical procedure, translate or

communicate the results of the action by any medium, including on the Europa website, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

- II.3.3 Where industrial and intellectual property rights, including rights of third parties, exist prior to the agreement being entered into ("pre-existing intellectual property rights"), the beneficiaries shall establish a list which shall specify all rights of ownership and use in the pre-existing intellectual property rights and disclose it to the Commission at the latest prior to the commencement of implementation. The beneficiaries shall ensure that they have all rights to use any pre-existing intellectual property rights in implementation of the agreement.

ARTICLE II.4 – CONFIDENTIALITY

The Commission and the beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

ARTICLE II.5 – PUBLICITY

- II.5.1 Unless the Commission requests otherwise, any communication or publication by the beneficiaries, collectively or any one of the beneficiaries individually, about the action, including at a conference or seminar, shall indicate that the action has received funding from the Union.

Any communication or publication by the beneficiaries, collectively or any one of the beneficiaries individually, in any form and medium, shall indicate that sole responsibility lies with the author and that the Commission is not responsible for any use that may be made of the information contained therein.

- II.5.2 The beneficiaries authorise the Commission to publish the following information in any form and medium, including via the Internet:

- the beneficiaries' names and addresses,
- the subject and purpose of the grant,
- the amount granted and the proportion of the action's total cost covered by the funding.

Upon a reasoned and duly substantiated request by the co-ordinator, the Commission may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the beneficiaries' security or prejudicing their commercial interests.

ARTICLE II.6 – EVALUATION

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Whenever the Commission carries out an interim or final evaluation of the action's impact measured against the objectives of the Union programme concerned, the co-ordinator with the support of the co-beneficiaries undertake to make available to the Commission and/or persons authorised by it all such documents or information, including information in electronic format, as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.20.

ARTICLE II.7 – SUSPENSION

- II.7.1 The co-ordinator, in agreement with the co-beneficiaries, may suspend implementation of the action if exceptional circumstances make this impossible or excessively difficult, notably in the event of *force majeure*. The co-ordinator shall inform the Commission without delay, giving all the necessary reasons and details and the foreseeable date of resumption.
- II.7.2 If the Commission does not terminate the agreement under Article II.11.3, the beneficiaries shall resume implementation of the action as initially planned once circumstances allow and the co-ordinator shall inform the Commission accordingly. The duration of the action might be extended by a period equivalent to the length of the suspension. In accordance with Article II.13, a supplementary written agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.8 – FORCE MAJEURE

- II.8.1 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents them from fulfilling any of their obligations under the agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to *force majeure*), labour disputes, strikes or financial difficulties cannot be invoked as *force majeure* by the defaulting party.
- II.8.2 A party faced with *force majeure* shall inform the other party without delay by registered letter with acknowledgement of receipt or equivalent, stating the nature, probable duration and foreseeable effects.
- II.8.3 The party faced with *force majeure* shall not be held in breach of his obligations under the agreement if he's prevented from fulfilling them by *force majeure*. The parties shall make every effort to minimise any damage due to *force majeure*.
- II.8.4 The action may be suspended in accordance with Article II.7.

ARTICLE II.9 – AWARD OF CONTRACTS

- II.9.1 If the beneficiaries have to conclude contracts in order to carry out the action and they constitute costs of the action under an item of eligible direct costs in the estimated budget, they shall award the contract to the bid offering best value for money; in doing so, they shall take care to avoid any conflict of interests.
- II.9.2 Contracts as referred to in paragraph 1 may be awarded only in the following cases:
- a) they may only cover the execution of a limited part of the action;
 - b) recourse to the award of contracts must be justified having regard to the nature of the action and what is necessary for its implementation;
 - c) the tasks concerned must be set out in Annex I and the corresponding estimated costs must be set out in detail in the budget in Annex II;
 - d) any recourse to the award of contracts while the action is under way, if not provided for in the initial grant application, shall be subject to prior written authorisation by the Commission;
 - e) the beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the agreement. The beneficiaries must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Commission under the agreement;
 - f) the beneficiaries must undertake to ensure that the conditions applicable to them under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.20 of the agreement are also applicable to the contractor.

ARTICLE II.10 – ASSIGNMENT

- II.10.1 Claims for payments to be carried out by the Commission may not be transferred.
- II.10.2 In exceptional circumstances, where the situation warrants it, the Commission may authorise the assignment of the agreement, or part thereof, and payments flowing from it to a third party, following a written request to that effect, giving reasons, from the co-ordinator in agreement with the co-beneficiaries. If the Commission agrees, it must make its agreement known in writing to the co-ordinator before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on the Commission.
- II.10.3 In no circumstances shall such an assignment release the beneficiaries from their obligations to the Commission.

ARTICLE II.11 – TERMINATION OF THE AGREEMENT

II.11.1 Termination by the co-ordinator

In duly justified cases, the co-ordinator, in agreement with the co-beneficiaries, may withdraw the beneficiaries' request for a grant and terminate the agreement at any time by giving 60 days' written notice stating the reasons, without being required to furnish any indemnity on this account.

If no reasons are given or if the Commission does not accept the reasons, the agreement shall be deemed to have been terminated improperly, with the consequences set out in the fifth sub-paragraph of paragraph 5.

II.11.2 Termination of the participation of a beneficiary

In duly justified cases, the co-ordinator may request to terminate the participation of a beneficiary by giving 60 days written notice. The co-ordinator shall include with any such request to the Commission the remaining beneficiaries' proposal to reallocate the tasks of that beneficiary or where relevant to nominate a replacement, the reasons for the termination of the participation and the opinion of the beneficiary whose participation is requested to be terminated.

In duly justified cases, any beneficiary may request the termination of his participation in the agreement. The request must be submitted to the Commission by the co-ordinator by giving 60 days written notice stating the reasons.

If no reasons are given or if the Commission does not accept the reasons, the participation shall be deemed to have been terminated improperly, with the consequences set out in the fifth subparagraph of paragraph 5.

The termination of the participation of the beneficiary concerned shall take effect on the date of the Commission's approval. A written additional agreement shall be concluded to make any amendments necessary to adapt the action to the new implementing conditions resulting from the partial termination.

II.11.3 Termination by the Commission

The Commission may decide to terminate the agreement or the participation of any one or several beneficiaries participating in the action without any indemnity on its part, in the following circumstances:

- (a) in the event of a change to the beneficiary's legal, financial, technical, organisational or ownership situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;
- (b) if the beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;

- (c) in the event of *force majeure*, notified in accordance with Article II.8, or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.7;
- (d) if the beneficiary is declared bankrupt, is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (e) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of professional misconduct;
- (f) if the beneficiary has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
- (g) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (h) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the grant;
- (i) if the beneficiary has made false declarations or submits reports inconsistent with reality to obtain the grant provided for in the agreement.

In the cases referred to in points (e), (g) and (h) above, any related person shall mean any physical person with powers of representation, decision-making or control in relation to the beneficiary. Any related entity shall mean in particular any entity which meets the criteria laid down by Article 1 of the Seventh Council Directive n° 83/349/EEC of 13 June 1983.

II.11.4 Termination procedure

The procedure is initiated by registered letter, with acknowledgement of receipt or equivalent. The co-ordinator shall ensure that all beneficiaries are duly informed.

In the cases referred to in points (a), (b), (d), (e), (g) and (h) above, the co-ordinator, in consultation with the co-beneficiaries, shall have 30 days to submit observations and take any measures necessary to ensure continued fulfilment of the beneficiaries' obligations under the agreement. If the Commission fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the termination procedure shall continue to run.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when notification of the Commission's decision to terminate the agreement or the participation of a beneficiary is received.

Where notice is not given in the cases referred to in points (c), (f) and (i) above, termination shall take effect from the day following the date on which notification of the Commission's decision to terminate the agreement or the participation of a beneficiary is received.

II.11.5 Effects of termination

In the event of termination of the agreement, payments by the Commission shall be limited to the eligible costs actually incurred by the beneficiaries up to the date when termination takes effect, in accordance with Article II.17. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

The co-ordinator shall have 60 days from the date when termination of the agreement takes effect, as notified by the Commission, to produce a request for final payment in accordance with Article II.15.4. If no request for final payment is received within this time limit, the Commission shall not reimburse the expenditure incurred by the beneficiaries up to the date of termination and it shall recover any amount, if its use is not substantiated by the technical implementation reports and financial statements approved by the Commission.

Where termination affects the participation of a beneficiary, only those eligible costs actually incurred by the beneficiary concerned up to the date when termination of his participation takes effect, in accordance with Article II.17 shall be considered eligible. Costs relating to current commitments that were not due to be executed until after termination shall not be taken into account. The request for payment of the eligible costs incurred up to the date when the termination of the participation of the beneficiary concerned takes effect shall be included in the following payment request due according to the schedule laid down in Article I.6.

By way of exception, at the end of the period of notice referred to in paragraph 4, where the Commission is terminating the agreement on the grounds that the co-ordinator has failed to produce the final technical implementation report and financial statement within the deadline stipulated in Article I.5 and the co-ordinator has still not complied with this obligation within two months following the written reminder sent by the Commission by registered letter with acknowledgement of receipt or equivalent, the Commission shall not reimburse the expenditure incurred by the beneficiaries up to the date on which the action ended and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Commission.

By way of exception, in the event of improper termination of the agreement by the co-ordinator, or a beneficiary's participation in the action, or termination by the Commission on the grounds set out in points (a), (e), (g), (h) or (i)

above, the Commission may require the partial or total repayment of sums already paid under the agreement on the basis of technical implementation reports and financial statements approved by the Commission, in proportion to the gravity of the failings in question and after allowing the co-ordinator, and where relevant co-beneficiaries concerned, to submit their observations.

ARTICLE II.12 – FINANCIAL PENALTIES

- II.12.1 By virtue of the Financial Regulation applicable to the General Budget of the European Communities, any one or several of the beneficiaries declared to be in grave breach of their obligations under the agreement shall be liable to financial penalties of between 2% and 10% of the value of their share of the grant in question, with due regard for the principle of proportionality.
- II.12.2 This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the establishment of the first.
- II.12.3 The beneficiary concerned shall be notified in writing of any decision by the Commission to apply such financial penalties.

ARTICLE II.13 – SUPPLEMENTARY AGREEMENTS

- II.13.1 Any amendment to the grant conditions must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.
- II.13.2 The supplementary agreement may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the grant or result in unequal treatment of applicants.
- II.13.3 Where the request for amendment is made by the co-ordinator, in agreement with the co-beneficiaries, he must send the request to the Commission in good time before it is due to take effect and at all events one month before the closing date of the action, except in cases duly substantiated by the co-ordinator and accepted by the Commission.

PART B – FINANCIAL PROVISIONS

ARTICLE II.14 – ELIGIBLE COSTS

II.14.1 Eligible costs of the action are costs actually incurred by a beneficiary, which meet the following criteria:

- they are incurred during the duration of the action as specified in Article I.2.2 of the agreement, with the exception of costs relating to final reports and certificates on the action's financial statements and underlying accounts;
- they are connected with the subject of the agreement and they are indicated in the estimated overall budget of the action;
- they are necessary for the implementation of the action which is the subject of the grant;
- they are identifiable and verifiable, in particular being recorded in the accounting records of a beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the usual cost-accounting practices of the beneficiary;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

The beneficiaries' accounting and internal auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the action with the corresponding accounting statements and supporting documents.

II.14.2 The eligible direct costs for the action are those costs which, with due regard for the conditions of eligibility set out in Article II.14.1, are identifiable as specific costs directly linked to the performance of the action and which can therefore be booked to it direct. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in the previous paragraph:

- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the beneficiary's usual policy on remuneration.
- The corresponding salary costs of personnel of national administrations are eligible to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the project concerned were not undertaken;

- travel and subsistence allowances for staff taking part in the action, provided that they are in line with the beneficiary's usual practices on travel costs or do not exceed the scales approved annually by the Commission;
- the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the beneficiary and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by the Commission, except where the nature and/or the context of its use justifies different treatment by the Commission;
- costs of consumables and supplies, provided that they are identifiable and assigned to the action;
- costs entailed by other contracts awarded by a beneficiary for the purposes of carrying out the action, provided that the conditions laid down in Article II.9 are met;
- costs arising directly from requirements imposed by the agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees). Such costs may also include specific costs incurred by the co-ordinator for fulfilling his responsibilities in his capability of the body responsible for the overall management of the action and the co-ordination of the beneficiaries.

II.14.3 The eligible indirect costs for the action are those costs which, with due regard for the conditions of eligibility described in Article II.14.1, are not identifiable as specific costs directly linked to performance of the action which can be booked to it direct, but which can be identified and justified by the co-ordinator or a co-beneficiary using their accounting system as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

By way of derogation from Article II.14.1, the indirect costs incurred in carrying out the action may be eligible for flat-rate funding fixed at not more than 7% of the total eligible direct costs. If provision is made in Article I.4.2 for flat-rate funding in respect of indirect costs, they need not be supported by accounting documents.

II.14.4 The following costs shall not be considered eligible:

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;

- doubtful debts;
- exchange losses;
- VAT, unless the beneficiary can show that he is unable to recover it according to the applicable national legislation. VAT paid by public bodies is not an eligible cost;
- costs declared by a beneficiary and covered by another action or work programme receiving a Union grant;
- excessive or reckless expenditure.

II.14.5 Contributions in kind shall not constitute eligible costs. However, the Commission can accept, if considered necessary or appropriate, that the co-financing of the action referred to in Article I.4.3 should be made up entirely or in part of contributions in kind. In this case, the value calculated for such contributions must not exceed:

- the costs actually borne and duly supported by accounting documents of the third parties who made these contributions to the beneficiary free of charge but bear the corresponding costs;
- the costs generally accepted on the market in question for the type of contribution concerned when no costs are borne.

Contributions involving buildings shall not be covered by this possibility.

In the case of co-financing in kind, a financial value shall be placed on the contributions and the same amount will be included in the costs of the action as ineligible costs and in receipts from the action as co-financing in kind. The beneficiaries shall undertake to obtain these contributions as provided for in the agreement.

II.14.6 By way of derogation from paragraph 3, indirect costs shall not be eligible under a grant for an action awarded to a beneficiary who already receives an operating grant from the Commission during the period in question.

ARTICLE II.15 – REQUESTS FOR PAYMENT

Payments shall be made in accordance with Article I.5 of the Special Conditions.

II.15.1 – PRE-FINANCING

Pre-financing is intended to provide the beneficiaries with a float.

Where required by the provisions of Article I.5 on pre-financing, the co-ordinator shall provide a financial guarantee from a bank or an approved financial institution established in one of the Member States of the Union¹.

¹ When the beneficiary is established in a third country, the responsible authorizing officer may agree that a bank or a financial institution established in that third country may provide the guarantee if he considers that

The guarantor shall stand as first demand guarantor and shall not require the Commission to have recourse against the principal debtor (the concerned beneficiary).

The financial guarantee shall provide that it remains in force until the pre-financing is cleared against interim payment(s) or payment of the balance by the Commission to the beneficiaries or, in the absence of such clearing, three months after a recovery is notified to a beneficiary by which the Commissions asks him to repay the pre-financing. The Commission undertakes to release the guarantee within the following month.

II.15.2 – FURTHER PRE-FINANCING PAYMENTS

Where pre-financing is divided into several instalments, the co-ordinator may request a further pre-financing payment once the percentage of the previous payment specified in the provisions of Article I.5 on further pre-financing has been used up. The request shall be accompanied by the following documents:

- a detailed statement of the eligible costs actually incurred, including a consolidated statement and a breakdown between each beneficiary;
- where required by the above-mentioned provisions of Article I.5, a financial guarantee in accordance with paragraph 1;
- where required by the above-mentioned provisions of Article I.5, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or in case of public bodies, by a competent and independent public officer, for each beneficiary as specified under Article I.5;
- any other documents in support of his request that may be required in support of the request for further pre-financing payments.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.6 and the annexes.

II.15.3 – INTERIM PAYMENTS

Interim payments are intended to reimburse the beneficiaries for expenditure on the basis of a detailed statement of the costs incurred, once the action has reached a certain level of completion. It may clear all or part of any prefinancing.

By the appropriate deadline indicated in Article I.6, the co-ordinator shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the action;

the bank or financial institution offers equivalent security and characteristics as those offered by a bank or a financial institution established in a Member State.

- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget, including a consolidated statement and a breakdown between each beneficiary;
- where required by the provisions of Article I.5 on interim payment, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or, in case of public bodies, by a competent and independent public officer, for each beneficiary as specified under Article I.5. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the beneficiaries in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the agreement.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.6 and the annexes. The co-ordinator shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the agreement, that all receipts have been declared, and that the request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, the Commission shall have the period specified in Article I.5 in order to:

- approve the interim report on implementation of the action;
- ask the co-ordinator for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

Failing a written reply from the Commission within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Requests for additional information or a new report shall be notified to the beneficiary in writing.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The co-ordinator shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The co-ordinator shall have the period laid down in Article I.5 to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking Article II.11.3 (b).

II.15.4 – PAYMENT OF THE BALANCE

Payment of the balance, which may not be repeated, is made after the end of the action on the basis of the costs actually incurred by the beneficiaries in carrying out the action. It may take the form of a recovery order where the total amount of earlier payments is greater than the amount of the final grant determined in accordance with Article II.17.

By the appropriate deadline indicated in Article I.6, the co-ordinator shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the implementation of the action;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget, including a consolidated statement and a breakdown between each beneficiary;
- a full summary statement of the receipts and expenditure of the action including a consolidated statement and a breakdown between each beneficiary;
- where required by the provisions of Article I.5 on payment of the balance, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or, in case of public bodies, by a competent and independent public officer, for each beneficiary as specified under Article I.5. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the beneficiaries in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the agreement.

The documents accompanying the request for payment shall be drawn up in accordance with the provisions of Article I.6 and the annexes. The co-ordinator shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the agreement, that all receipts have been declared, and that the request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, the Commission shall have the period specified in Article I.5 in order to:

- approve the final report on implementation of the action;

- ask the co-ordinator for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

Failing a written reply from the Commission within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Requests for additional information or a new report shall be notified to the beneficiary in writing.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The co-ordinator shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The co-ordinator shall have the period laid down in Article I.5 to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking Article II.11.3 (b).

II.15.5. – Costs of transfers

Costs of the transfers are borne in the following way:

- costs of dispatch charged by the bank of the Commission shall be borne by the Commission;
- costs of receipt charged by the bank of a beneficiary shall be borne by the beneficiary;
- all costs of repeated transfers caused by one of the parties shall be borne by the party who caused repetition of the transfer.

ARTICLE II.16 – GENERAL PROVISIONS ON PAYMENTS

II.16.1 Payments shall be made by the Commission in euro. Any conversion of actual costs into euro shall be made at the daily rate published in the Official Journal of the European Union or, failing that, at the monthly accounting rate established by the Commission and published on its website applicable on the

day when the payment order is issued by the Commission, unless the Special Conditions of the agreement lay down specific provisions.

Payments by the Commission shall be deemed to be effected on the date when they are debited to the Commission's account.

II.16.2 The Commission may suspend the period for payment laid down in Article I.5 at any time for the purposes of additional checks by notifying the co-ordinator that his request for payment cannot be met, either because it does not comply with the provisions of the agreement, or because the appropriate supporting documents have not been produced or because there is a suspicion that some of the expenses in the financial statement are not eligible.

The Commission may suspend its payments at any time if a beneficiary is found or presumed to have infringed the provisions of the agreement, in particular in the wake of the audits and checks provided for in Article II.20.

The Commission may also suspend its payments:

- if there is a suspicion of irregularity committed by a beneficiary in the implementation of the grant agreement;
- if there is a suspected or established irregularity committed by a beneficiary in the implementation of another grant agreement or grant decision funded by the General Budget of the Union or by any other budget managed by them. In such cases, suspension of the payments will only proceed where the suspected or established irregularity can affect the implementation of the current grant agreement.

The Commission shall inform the co-ordinator as soon as possible of any such suspension by registered letter with acknowledgement of receipt or equivalent, setting out the reasons for suspension.

Suspension shall take effect on the date when notice is sent by the Commission. The remaining payment period shall start to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by the Commission.

II.16.3 On expiry of the period for payment specified in Article I.5, and without prejudice to paragraph 2 of this Article, the beneficiaries are entitled to interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the Union.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest shall not be treated as a receipt for the action for the purposes of determining the final grant within the meaning of Article II.17.4. The

suspension of payment by the Commission may not be considered as late payment.

By way of exception, when the interest calculated in accordance with the provisions of the first and second subparagraphs is lower than or equal to EUR 200, it shall be paid to the co-ordinator only upon demand submitted within two months of receiving late payment.

- II.16.4 The Commission shall deduct the interest yielded by pre-financing which exceeds EUR 50000 as provided for in Article I.5 from the payment of the balance of the amount due to the beneficiaries. The interest shall not be treated as a receipt for the action within the meaning of Article II.17.4.

Where the pre-financing payments exceed EUR 750 000 per agreement at the end of each financial year, the interest shall be recovered for each reporting period. Taking account of the risks associated with the management environment and the nature of actions financed, the Commission may recover the interest generated by pre-financing lower than EUR 750 000 at least once a year.

Where the interest yielded exceeds the balance of the amount due to the beneficiaries as indicated in Article II.15.4, or is generated by pre-financing referred to in the previous subparagraph, the Commission shall recover it in accordance with Article II.19.

Interest yielded by pre-financing paid to Member States is not due to the Commission.

- II.16.5 The co-ordinator shall have two months from the date of notification by the Commission of the final amount of the grant determining the amount of the payment of the balance or the recovery order pursuant to Article II.17 or, failing that, of the date on which the payment of the balance was received, to request information in writing on the determination of the final grant, giving reasons for any disagreement. After this time such requests will no longer be considered. The Commission undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply.

This procedure is without prejudice to the beneficiaries' right to appeal against the Commission's decision pursuant to Article I.9. Under the terms of Union law in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

ARTICLE II.17 – DETERMINING THE FINAL GRANT

- II.17.1 Without prejudice to information obtained subsequently pursuant to Article II.20, the Commission shall adopt the amount of the final payment to be granted to the beneficiaries on the basis of the documents referred to in Article II.15.4 which it has approved.

II.17.2 The total amount paid by the Commission may not in any circumstances exceed the maximum amount of the grant laid down in Article I.4.3, even if the total actual eligible costs exceed the estimated total eligible costs specified in Article I.4.2.

II.17.3 If the actual eligible costs when the action ends are lower than the estimated total eligible costs, the Commission's contribution shall be limited to the amount obtained by applying the Union grant percentage specified in Article I.4.3 to the actual eligible costs approved by the Commission.

II.17.4 The beneficiaries hereby agree that the grant shall be limited to the amount necessary to balance the action's receipts and expenditure and that it may not in any circumstances produce a profit for them.

Profit shall mean any surplus of total actual receipts attributable to the action over the total actual costs of the action. The actual receipts to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the co-ordinator for financing other than the Union grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this article. For the purposes of this article, only actual costs falling within the categories set out in the estimated budget referred to in Article I.4.1 and contained in Annex II shall be taken into account; non-eligible costs shall always be covered by non-Union resources.

Any surplus determined in this way shall result in a corresponding reduction in the amount of the grant.

II.17.5 Without prejudice to the right to terminate the agreement under Article II.11, and without prejudice to the right of the Commission to apply the penalties referred to in Article II.12, if the action is not implemented or is implemented poorly, partially or late, the Commission may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in the agreement.

II.17.6 On the basis of the amount of the final payment determined in this way and of the aggregate amount of the payments already made under the terms of the agreement, the Commission shall set the amount of the payment of the balance as being the amount still owing to the beneficiaries. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the Commission shall issue a recovery order for the surplus.

ARTICLE II.18 – FINANCIAL RESPONSIBILITY

II.18.1 The beneficiaries agree to be irrevocably and unconditionally, jointly and severally responsible for any amount due to the Commission by one of them which could not be honoured by the latter. The amount due to the Commission will not exceed the maximum value of the contribution that could be granted

to the beneficiaries in accordance with Article I.4.3, increased where applicable by interest on late payment.

- II.18.2 The beneficiaries are not jointly responsible for financial penalties which could be imposed on any defaulting beneficiary in accordance with Article II.12.

ARTICLE II.19 – RECOVERY

- II.19.1 Where an amount, paid by the Commission to the co-ordinator in his capacity of recipient of all payments, is to be recovered under the terms of the agreement, the co-ordinator undertakes to repay the Commission the sum in question, on whatever terms and by whatever date it may specify, even if he has not been the final recipient of the amount due. In the latter case, if payment has not been made by the due date, the Commission reserves the right to recover directly the amount due from the final recipient.

Where such an amount to be recovered under the terms of the agreement was directly paid by the Commission to a beneficiary, or if recovery is justified under Article II.12 of the agreement, the beneficiary concerned undertakes to pay the Commission the sum in question, on whatever terms and by whatever date it may specify.

- II.19.2 If the obligation to pay the amount due is not honoured by the date set by the Commission, the amount due shall bear interest at the rate indicated in Article II.16.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Commission receives full payment of the amount owed, inclusive.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal.

- II.19.3 If payment has not been made by the due date, sums owed to the Commission may be recovered by offsetting them against any sums owed to the concerned beneficiary, in cases where the beneficiary also has a claim on the Union or the European Atomic Energy Community, after informing him accordingly by registered letter with acknowledgment of receipt or equivalent, or, depending on the terms of the Special Conditions, by calling in the financial guarantee provided in accordance with Article II.15.1. In exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Commission may recover by offsetting before the due date of the payment. The beneficiary's prior consent shall not be required. If the recovery remains unsuccessful under the provisions above, the Commission shall hold all the beneficiaries collectively jointly responsible for the amount due in accordance with Article II.18.

- II.19.4 Bank charges occasioned by the recovery of the sums owed to the Commission shall be borne by the concerned beneficiary.

II.19.5 The beneficiaries understand that, under Article 299 of the Treaty on the functioning of the European Union, the Commission may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the General Court of the European Union.

ARTICLE II.20 – CHECKS AND AUDITS

- II.20.1 The co-ordinator undertakes to provide any detailed information, including information in electronic format, requested by the Commission or by any other outside body authorised by the Commission to check that the action and the provisions of the agreement are being properly implemented. Where the Commission so wishes, it may request such information to be provided directly by a co-beneficiary.
- II.20.2 The beneficiaries shall keep at the Commission's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement, stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of five years from the date of payment of the balance specified in Article I.5.
- II.20.3 The beneficiaries agree that the Commission may have an audit of the use made of the grant carried out either directly by its own staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the agreement until the balance is paid and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by the Commission.
- II.20.4 The beneficiaries undertake to allow Commission staff and outside personnel authorised by the Commission the appropriate right of access to sites and premises where the action is carried out and to all the information, including information in electronic format, needed in order to conduct such audits.
- II.20.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Commission.
- II.20.6 The Court of Auditors shall have the same rights as the Commission, notably right of access, as regards checks and audits.

SIGNATURES

For the co-ordinator
Mr JONAS CHRISTOFFERSEN
DIRECTOR


Jonas Christoffersen

[signature]

Done aton.....
24/2013

In duplicate in English.

For the Commission
RENATAS MAZEIKA
Head of Unit



[signature]

Done at Brussels on.....
25/03/2013





EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE

Directorate A:
Unit A.4: Programme management

ANNEX I

DESCRIPTION OF THE ACTION

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EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE

Directorate A
Unit A4 : Programme Management

PROGRESS ACTION GRANTS

JUST/2012/PROG/AG/AD

ANNEX 1

PROJECT DESCRIPTION AND IMPLEMENTATION FORM

Applicant's Name	The Danish Institute for Human Rights (DIHR)
Project Title	Double facettet awareness raising campaign: "Sig Fra NU! ("Speak OUT!) and "Lige muligheder på arbejdspladsen" (Equal Opportunities in the Work Place"

NOTICE

All personal data (such as names, addresses, CVs, etc.) mentioned in your application form will be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the EU institutions and bodies and on the free movement of such data. Your replies to the questions in this form are necessary in order to assess your grant application and they will be processed solely for that purpose by the department responsible for the Union grant programme concerned. On request, you may be sent personal data to correct or complete it. For any questions relating to this data, please contact the Commission department to which the form must be returned. Beneficiaries may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time (Official Journal L 8, 12.1.2001).

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Partners <i>Please indicate the names of your partners and their countries</i>	<i>The Danish Board of Equal Treatment (DBET), Denmark</i>
Ground(s) of discrimination tackled <i>Please tick the box(es)</i>	<input checked="" type="checkbox"/> Disability <input checked="" type="checkbox"/> Race and ethnic origin <i>Please specify, if necessary:</i> <input checked="" type="checkbox"/> Age : older people <input checked="" type="checkbox"/> Age : young people <input checked="" type="checkbox"/> Religion <input checked="" type="checkbox"/> Sexual orientation
Main objective (according to the objectives of the call for proposals) <i>Please tick the box(es)</i>	<input type="checkbox"/> Better implementing the national legislation on non discrimination <input type="checkbox"/> Developing the national policy to combat discrimination and promote equality beyond legislation. <input checked="" type="checkbox"/> Fostering the dissemination of information on EU and national policy and legislation in the anti discrimination field.
Field(s) covered <i>Please tick the box(es)</i>	<input checked="" type="checkbox"/> Employment <input checked="" type="checkbox"/> Education <input checked="" type="checkbox"/> Access to good and services including housing <input checked="" type="checkbox"/> Health care <input type="checkbox"/> Culture <input type="checkbox"/> Media <input checked="" type="checkbox"/> Other - <i>please specify:</i> Social security

Target groups <i>Please tick the box(es)</i>	<input checked="" type="checkbox"/> General public <input checked="" type="checkbox"/> Enterprises <input type="checkbox"/> National authorities <input type="checkbox"/> Local authorities <input type="checkbox"/> Trade unions <input checked="" type="checkbox"/> Young people <input type="checkbox"/> Lawyers / Judges <input type="checkbox"/> Teachers <input type="checkbox"/> Journalists <input type="checkbox"/> Non-governmental organisations (NGOs) <input type="checkbox"/> Other - <i>please specify</i> :
Type(s) of activities <i>Please tick the box(es)</i>	<input checked="" type="checkbox"/> Public debate <input type="checkbox"/> Seminar <input type="checkbox"/> National conference <input type="checkbox"/> Regional conference <input checked="" type="checkbox"/> Training <input checked="" type="checkbox"/> Printed material <input type="checkbox"/> Survey <input type="checkbox"/> Study <input type="checkbox"/> Website <input type="checkbox"/> Audio visual <input checked="" type="checkbox"/> Advertising <input checked="" type="checkbox"/> Other - <i>please specify</i> : "Road show" campagne in a bus , Photo competion and interactive theater, social media
Subject(s) tackled <i>Please tick the box(es)</i>	<input checked="" type="checkbox"/> Non-discrimination/equality mainstreaming <input type="checkbox"/> Multiple discrimination <input checked="" type="checkbox"/> Positive action <input type="checkbox"/> Data collection <input checked="" type="checkbox"/> Diversity Management <input checked="" type="checkbox"/> Legislation <input type="checkbox"/> Other - <i>please specify</i> :
Time frame <i>Please indicate the dates of beginning and end of the action</i>	01.03.2013 - 28.02.2014

1. Relevance of the action to the objectives of the call

Please explain in detail how your action fits to one or more of the following objectives:

- *Developing national policy to combat discrimination and promote equality beyond legislation;*
- *Fostering the dissemination of information on EU and national policy and legislation in the non discrimination field*
- *Identifying best practices which could be transferable to other participating countries.*

Firstly, the aim of the campaign is to foster the dissemination of information on EU and national policy and legislation in the non discrimination field. Secondly, it is the objective of the campaign to raise awareness on rights and where to seek redress when experiencing discrimination and where to receive assistance if being a victim of discrimination. Thirdly, the diversity and equality training in enterprises seek to promote equality among SME's and identify best practice enterprises among former winners of MIA –awards which could be transferable to other participating countries.

2. Target group(s)

Please identify the target group(s)/beneficiaries of your actions and explain how this target group(s) was/were identified and what strategy and tools will be used to reach it/them.

There are three target groups for the campaign:

- 1) The youth (16 to 30 years old)
- 2) Enterprises
- 3) The general public

Ad. 1) Youth

The youth has been identified as a target group because it is important already from a young age to be aware of issues regarding discrimination, be aware of one's rights and learn how to combat prejudices and thereby discrimination. A greater awareness of discrimination issues and rights among the youth, will hopefully have a preventive effect. In particular, we are targeting youth in the age group 16 years to 30 years who are getting prepared for the labour market and an active citizenship and who are vulnerable to discrimination. It is important that they know of their rights and where they can complain when they feel they themselves or friends are discriminated. There is, furthermore, persistent problems for youth, especially ethnic minority youth, in getting apprentices. This could indicate discrimination, but at the same time there is a problem of underreporting incidents from this group of persons which need to be addressed. The campaign's photo competition is encouraging the youth to send pictures that represent or illustrate equal treatment and non discrimination. Ten pictures will be selected and exhibited in the campaign bus that will visit 6-8 medium size cities in Denmark. The campaign bus will also be visiting secondary schools, vocational schools and other educational institutions with training activities, debate, performance theatre etc. and make use of DIHR's tool kit "Discrimination Free Schools" developed in 2011 with funding from the European Commission.

Ad. 2) Enterprises

There are three main reasons for identifying the enterprises as a target for the campaign:

- A recent poll made for the Danish Institute for Human Rights by the analysis institute Epinion of 10.000 representative Danes identified that the working place is perceived to be the place where people experience most discrimination. A similar poll made for the City of Copenhagen in 2012 integration index also points at the labour market as being the most common place for experienced discrimination.
- DIHR has extensive experience working with enterprises accumulated during the last eight years through the MIA Award (diversity in the work place prize) and through Diversity Lab and 360 degree Equality Lab. These tools have been developed with funding from the PROGRESS program and can be used with great advantage during the campaign.
- DBET case law shows that discrimination in the labour market is the primary reason for citizens complaints.

In specific, the campaign will target small and medium sized enterprises (SME's). The project team wishes to focus its resources, partly on training among employees of their rights in accordance to Danish equal treatment legislation and raise awareness of where they can get redress in cases of discrimination, and partly provide diversity training for the management of the companies in order to implement equal treatment action plans for their workplace. The companies will be identified through DIHR's extensive network that has been developed through the years as well as through DBET's knowledge base on case law.

The campaign entails visits to 1-2 enterprises (public authorities and private enterprises) in and around the 6-8 medium size cities. The visits comprise of training in diversity management for the management and a training of staff.

Ad 3) The General Public

The General Public has been identified as target group due to the nature of the proposed campaign which enables the project group to also visit the main town squares of the 6 – 8 medium size cities with the campaign bus. The public is invited to visit the bus, see the photo exhibition, get assistance and information on their rights and their possibilities for lodging a complaint and get involved in the interactive performance theatre that address equal treatment and non discrimination themes.

3. Detailed description of planned activities

Please describe in detail the activities which you plan to carry out and present their expected results.

Provisional Dates - Location	Description of activities	Results + Products	Person or organisation responsible
Mar 2013 - Jun 2013	<ul style="list-style-type: none"> -Preparation of project activities, preparation of campaign bus, organisation of photo competition -Announcement of nation wide photo competition on Facebook and through letters and youth NGO's and networks to the youth centres and educational institutions -development of enterprises best practice and diversity movie 	<ul style="list-style-type: none"> -Detailed plan of action - Panel of five judges for photo competition - Youth centres and educational institutions participating in the photo competition - Campaign bus 	DIHR in consultation with DBET
Mar 2013 - Jun 2013	<ul style="list-style-type: none"> -Identification and announcement of winning photos -Identification of eight six to cities, contact city authorities, contact 2-3 youth centres and educational institutions, contact 1-2 enterprises, -Announcements on websites, social media - find performance artists etc. 	<ul style="list-style-type: none"> -Winning photos chosen -Identified 6-8 cities -Identified 2-3 youth centres and educational institutions in each city -Identified 1-2 enterprises in each city - large photos, photo catalogue, banners, merchandise for the bus and for the visits 	DIHR in consultation with DBET
Apr 2013 - Jun 2013	<ul style="list-style-type: none"> -Development of photo exhibition, banners, merchandise etc. Production of movie -Production of Photo catalogue for the exhibition - Questionnaire survey to the staff of enterprises. -Advertisements in local newspapers, flyers, and social medias on the - train the performance artists in non discrimination 	<ul style="list-style-type: none"> -Best practice movie -Photo catalogue -Finalize the "road show" program, including the program for the youth centres and educational institutions -Finalize schedule for the visits to the enterprises. - -Advertisements/ announcements in local newspapers, websites and social medias - Short reports on each enterprise work with diversity 	DIHR in consultation with DBET

Aug 2013 - Nov 2013	<ul style="list-style-type: none"> -Rolling out the campaign -Visits to 6-8 medium sized Danish cities town squares -Training sessions in non-discrimination in the enterprises (1 day management and one day staff) - visiting the youth centres and educational institutions and conducting training in non-discrimination and awareness raising on rights and where to get assistance. - Street theatre and various performers at youth centres and educational institutions and in the town square -Discussions and dialogue with general public and politicians 	<ul style="list-style-type: none"> - Awareness on rights and where to seek assistance - 2 training sessions in 1-2 enterprises each city amounting to a total of maximum 12 to 16 training sessions - 2-3 hour modules 2-3 youth centre or educational institution in each city. - ½ day bus stop to each of the town squares - citizens participation 	DIHR/DBET
Dec 2013 - Mar 2014	<ul style="list-style-type: none"> -Follow up and evaluation of the campaign through among others interviews and evaluation forms of participants from the schools and enterprises - Conduct external evaluation of campaign 	<ul style="list-style-type: none"> -Final report -Evaluation report 	DIHR/DBET/ External evaluator

4. Working method

Present the way in which you will organise the implementation of the activities. Note that this part of your application must be very clear and well detailed (see weighting of award criteria).

4a. Methodology

Describe the action's different phases: preparation, implementation, reporting, and evaluation making a clear link with the activities presented in point 3 above.

4a.i. Introduction

DIHR and DBET's proposal under the 2012 PROGRESS action grant is an awareness raising campaign which entails activities to raise awareness on rights and equal treatment and to raise awareness on the existence of national bodies that can give citizens assistance and handle cases of discrimination. As mentioned in point 3, the campaign targets three groups: the youth (16 – 30 years old), enterprises and the general public. In order to reach the target groups most effectively, the campaign will entail two parallel but interrelated components. The first set of activities under the slogan: "Sig Fra NU" ("Speak OUT!") targets the youth and the general public. The second set of activities targets the enterprises under the title: "Lige muligheder på arbejdspladsen" ("Equal Opportunities in the Work Place"). Both set of activities will be implemented in 6 to 8 medium size cities in Denmark and include all six discrimination grounds covered by EU legislation. In the following, the campaign and its different phases will be described in more detail in accordance to the two parallel but interrelated components.

4a.ii. "Sig Fra NU!"

Introduction:

In this part of the campaign, the project team will be focusing on raising awareness among the youth and the general public of rights and where to seek redress when experiencing discrimination and where to receive assistance if a victim of discrimination. The campaign is carried out as a "road show" where the project team will travel in a campaign bus to 6 to 8 medium sized cities in Denmark.

Phase I: preparation Mar 2013 – July 2013

Photo competition:

To kick start the campaign, a nation wide photo competition among youth (16 – 30 years old) will be announced. The point is to encourage youth centres and educational institutions to participate in the competition with the title "Sig Fra NU!" ("Speak OUT") and have pictures that depict or illustrates themes related to discrimination and equal treatment. The announcement will be channelled through relevant social medias and by information flyers to the youth centres and education centres with details and conditions. A selection of pictures will be exhibited in the campaign bus and the city with the winning picture will be identified as one of the cities the campaign will visit. In order to choose the winner, a panel of five experts in photography and equal treatment will be appointed. The competition will be organised in March 2013 and April 2013 and implemented in May 2013 with a deadline to deliver in June 2013. The panel of experts will meet in May/June 2013 and select the pictures for the exhibition and announce the winning picture. The selection will be printed in a format that can be mounted in the campaign bus in order to have an exhibition for people to visit when we come to the cities and to the youth centres and educational institutions.

Identify the eight medium size cities, identify youth centres and educational institutions, enterprises and other relevant stakeholders:

In the preparation phase, we will identify seven of the eight cities the campaign will be visiting. The last city will be identified through the winner of the photo competition. The seven cities will be identified by their size (they have to be a medium size city with

approximately 50.000 – 100.000 inhabitants), by the fact that they are in the province (and thereby not always included in such campaigns), number of youth centres and educational institutions and enterprises. In order to arrange the visits at the schools and enterprises, it is necessary to identify the cities as soon as possible. Furthermore, it is necessary to have town councils that are willing to cooperate by providing facilities for the bus to come to the town square, disseminating and announcing the campaign and by local politicians participating in some of the activities, for instance the mayor giving an opening speech or (youth) politicians participating in debates regarding issues relevant to discrimination and equal treatment. In addition to the already mentioned stakeholders, the project team will also contact and engage local NGO's to take part in the campaign when it comes to their city. NGO's involvement is important, as it will be a window of opportunity to reach out to a larger number of people and the possibility that NGO's will follow up and continue to disseminate information on rights and where to seek assistance for victims of discrimination. In this phase, the project team will also identify 1- 2 enterprises in the identified cities (more details in section 4a.iii).

Campaign bus:

One of the leading Danish transport companies have already been contacted and has expressed interest in the campaign and in providing a converted bus that will accommodate the different elements of the campaign and lend a professional driver for the bus. The bus' exterior will have a sticker with the campaign slogan and logos (DIHR, DBET, EU Commission and the transport company). The interior of the bus will have room for the photo exhibition, information and assistance to victims "booth", room for a "transformation" make-up artists booth, a "tell your story" booth and room for the project team and the street theatre and interactive artists to travel in. The bus will also transport all material, banners, instruments, equipment and tent needed for the campaign.

Street theatre and interactive performers:

During the preparation phase, the project team will contact different street theatres and interactive performers who work with non-discrimination and equal treatment themes to engage them in the campaign. The idea is to have an inter-exchange between anti-discrimination trainings, sober debates on equal treatment, counselling, and performers who, through different methods, can create thought provoking arenas and contribute to a better understanding of discrimination and a non discriminatory society. The street theatres and interactive performers will perform outside the bus in the town squares and in the youth centres and educational institutions. The performers will be offered a half day training in non discrimination legislation and on the functions of DIHR, DBET and the EU Commission beforehand and will be travelling with the project team in the campaign bus.

Develop program for the campaign:

Once the cities have been identified, the project team will develop an overall program with dates and places the campaign will be visiting. In addition, a specific program will be made for each city. The programs will be announced in relevant local medias and disseminated by the city authorities. Flyers will be produced with logos of DIHR, DBET, EU Commission and the visiting cities Coat of Arms. Specific programs for each of the places visited will also be prepared in cooperation with the youth centres, educational institutions and the city council.

Announcement and press contact:

To ensure the greatest impact possible and to inform the public in the identified cities it is important to have strategic and targeted communication on the campaign. During the preparation phase the project team will draw up a strategy for communication and dissemination of information on the campaign through social media such as Facebook and contact relevant media to ensure their engagement.

DIHR's Equal Treatment Committee:

Since 2003, DIHR has had an Equal Treatment Committee consisting of members representing the six grounds of discrimination. The Committee councils DIHR on issues regarding discrimination and is a platform from which the different members also exchange

knowledge and experiences and where intersectional discrimination is addressed. The Committee will be consulted by the project team in relation to the campaign and will be invited to participate actively when the campaign visits the cities. Involving the Committee ensures that the project team is more aware of specific equality issues that may rise during the course of the campaign as well as the gender and disability perspectives.

Phase II: Implementation mid August 2013 – mid October 2013

Rolling out the campaign in the cities:

The campaign will roll out during August and September 2013 and it is envisaged a two day stop in each city. Schools start again after summer break in August and it is deemed to be a good kick start for the youth centres and educational institutions to have the campaign visit them. School start is also the end of the summer break for many employees in the enterprises we anticipate to visit. Each city has its own program which can differ from the other cities all depending on when we can arrange to visit the schools and when it is possible to have the bus in the town square. The aim of the two day is to visit the youth centres and educational institutions and the town square. At the youth centres and educational institutions the project team will provide training in non discrimination, provide knowledge on rights and raise awareness on where to receive assistance when subject to discrimination using DIHR tool kit Discrimination Free Schools and DBET's case law, among others. Street theatre and interactive performers will support the project team through their media of work to enhance the understanding of discrimination and the value of equal treatment. The campaign bus will be at the location as well and the students are encouraged to see the photo exhibition, transform into another gender and/or ethnicity by a make-up artist and to tell their story of how it felt to be different to a video booth in the bus. During the two days, the bus will be stopping at the main town square of each of the cities and will be open to the general public where they can see the photo exhibition, talk to the project team on their rights and get counselling, collect information materials and get transformed to another gender and/or ethnicity. The street theatre and interactive performers will be outside to bring attention to the campaign and enter into dialogue with the general public. There will be a tent outside the bus where there will be planned discussions on equal treatment and non discrimination between the public and the local politicians and other stakeholders including NGO's.

Phase III: Follow up, reporting and evaluation of the campaign December 2013 – March 2014

To follow up and evaluate for the purpose of reporting on the campaign, the project team will collect documentation for the different activities and outputs by taking pictures of the bus, the performance artists and the trainings. The tell your story videos will also document the campaign. A list of all the places visited will be drawn up accompanied by pictures. At the youth centres and educational institutions, we will deliver evaluation schemes after each visit. The city officials will be interviewed by telephone to get their evaluation of the campaign in their city. Newspaper (written and digital) coverage will also be part of the documentation and evaluation of the campaign.

4a.iii Equal Opportunities in the Workplace

Introduction

In this part of the campaign, the project team wish to focus its resources partly on training among employees of their rights in accordance to Danish equal treatment legislation and raise awareness of where they can get redress in case of discrimination. The project team will also provide diversity training for the management of the enterprises in order to motivate the enterprises to take concrete actions to promote equal opportunities in their workplace by implementing, for instance, equality action plans. The enterprises will be identified in and around the 6 to 8 medium size cities that the campaign visits.

Phase I: Preparation March 2013- July 2013

For the preparation phase DIHR will, in dialogue with DBET, engage with enterprises that could be interested in the project in and around the identified cities as mentioned in 4a.ii. Based on experience, it is essential to target the management and engage in dialogue at an early stage of the project period. DIHR will be able to draw on its network which has been build up through the years. The aim is to target 1-2 enterprises in each city. In this phase, the project team will also assess whether it will be best to have training in diversity management for networks of SME's in the local area as some of the businesses could be too small to have a HR department.

Phase II: Implementation August 2013-December 2013

DIHR and DBET wish to conduct training with 1-2 enterprises in each of the cities. The programme will be developed by DIHR and DBET and take point of departure in a rights based and participatory approach. DIHR will be drawing on its extensive accumulated knowledge of diversity training that has been conducted previously in municipalities, ministries, institutions, and in small, medium and large sized companies, and make use of diversity and equal treatment tools developed through the previous PROGRESS funds such as The Diversity Wheel, visual process tools, the handbook "When colleagues are different" (Når kollegaer er forskellige), electronic questionnaire to measure the perception of equal opportunities among employees among others. DBET will draw on its extensive knowledge of case law and legal issues pertaining discrimination in the labour market. DBET's task is therefore, first and foremost, to inform about EU and national legislation in the non-discrimination field. DIHR's task is to take it a step further and promote equal treatment and opportunities beyond legislation. This is done through the development and implementation of equality action plans in the enterprises. A part of the programme will also be dedicated to the dissemination of best practices. This is done through inviting previous winners and nominees for the MIA Award to tell their stories and/or by screening the former nomination movies that have been made since 2005 where the MIA Award was held for the first time. By doing so, we ensure that all the best practices that have been accumulated during the years with the MIA Award is disseminated and made sustainable for others. In this regard, the project team will make a film collecting the best practices from the award winners which will be shown during the trainings and that will be available for dissemination and inspiration for other participating countries. The training sessions will last one day for each target group respectively management and employees, and will take place at the premises of the enterprises. The training of staff will furthermore, entail exercise's in acknowledgment of diversity among colleagues and especially make use of the handbook "When colleagues are different". The period for which "Equal Opportunity in the work place" training takes place stretches over a longer period than the one foreseen for the "Speak Out" campaign. This is due to the fact, that it can take some time to get the training in place at the enterprises and thus the project team must be flexible in order to fit it in to the enterprises and management's often tight schedule.

Phase III: Evaluation and reporting August 2013 – March 2014

After each training, the participants will be asked to fill in an evaluation scheme to be used for the final reporting. These schemes will also help DIHR to improve in the future. Furthermore, follow up interviews will be conducted with the management of the enterprises and an evaluation report will be made for internal use as well as for the use of the final reporting. The evaluation report will measure the impact of the training and evaluate the sustainability and dissemination potential of the project.

4b. Organisation of work

Please give here all additional information which you consider as useful and elaborate at least on the 3 elements below:

- If several partners are involved, the repartition of tasks between them must be clearly presented. Please indicate in detail which tasks will be taken over by your partner(s) and how you will insure coordination between your organisation and them during the life of the action.*
- Planned subcontracting: if yes, explain below for which limited part of the action and for which tasks? Describe also the tender procedure foreseen.*
- How will you practically ensure that your activities will be accessible for people with disabilities (documents, publication, website, events' location). See point 11.1 of the call for proposals.*

Division of tasks:

This project is led by DIHR in partnership with DBET and representatives from both DIHR and DBET will be touring around the country during the campaign. During the preparation phase, DIHR is responsible for all the practical and logistics of the campaign in close dialogue, cooperation and input from DBET. Furthermore, DIHR will be responsible for contacting and establishing dialogue with enterprises.

During the implementation phase of the campaign, DIHR and DBET will be in charge of developing the training programme and divide the tasks accordingly. Since DIHR has the mandate to promote equal treatment, and has experience with diversity and equality training and facilitating such processes, the training activities are DIHRs responsibility. As such, DIHR will be leading this part of the programme and DBET will be responsible for the dissemination of information about EU and national legislation in the non-discrimination field and presentation of case law. Both, DIHR and DBET will be contributing to raising awareness on rights, on EU and national equal treatment legislation and to raising awareness on where victims of discrimination can seek assistance and where to lodge complaints.

During the third phase of the campaign, DIHR will take the lead on reporting, follow up and evaluation in close dialogue, cooperation and input from DBET. For the Equal Opportunities in the Workplace specifically, DIHR will be responsible for evaluation schemes for the trainings, follow up interviews with management as well as for the final evaluation of the impact and outcome. For the coordination of the different tasks for the double faceted campaign the project team will hold regular meetings to follow up and plan the work in progress.

Subcontracting:

There is planned subcontracting for layout and print of materials, setting up of the photo exhibition, street theatre and interactive performers, and for the training, an already developed visual road map will be employed. For high value tasks 2- 4 tenders will be invited and offered to the bid that offers best value for money.

Accessibility:

DIHR ensures accessibility for people with disabilities by consulting relevant experts on accessibility from DIHRs Equal Treatment Committee and by DIHRs in house experts on disability. Concerning documents etc., all written materials will be checked by DIHR experts before publicised and DIHR already has procedures and templates in place which means that accessibility is taken into account in publications, website etc. The bus will have a ramp and

the interior of the bus will take accessibility into account. Where necessary there will be sign language interpreters at the schools, work places and when visiting the town squares. For the enterprises that do not already have the necessary accessibility in place, the project team will find an alternative location should it be necessary.

5. Evaluation and feed back mechanisms

Please explain in detail how you plan to organise feed-back mechanisms during and after the implementation of activities (satisfaction surveys, evaluation forms...) and which kind of evaluation you plan to carry out (external, internal...).

Please note that the use of satisfaction surveys for events is a reporting requirement.

Evaluation schemes will be handed out to the participants after each training session at the enterprises, youth centres and educational institutions in order to measure the satisfaction of the content of the day. DIHR will be responsible for carrying out follow up interviews with management of the enterprises and officials of the visited cities. These will be conducted by telephone. Finally, the project team will carry out an internal feedback and evaluation of the campaign. The feed back and evaluation will be carried out by an external evaluator.

6. Sustainability and dissemination potential

Please explain to which extend the results of your action will last beyond its implementation and how they will be used in the future either by your organisation or by other stakeholders. Try to assess its transferability to other countries.

The objective with the campaign is to create greater awareness of rights and especially of where to seek assistance in Denmark. We expect to be able to see results of our efforts, specifically on the numbers of registrations on DIHRs national website for registration of discrimination and hate crimes www.sigfranu.dk, which was developed by PROGRESS funds in 2011, a general increase in inquiries regarding discrimination issues, and greater awareness as to the existence of the DIHR and DBET. By engaging in close dialogue with enterprise management, the aim is to commit them to implement equality action plans. Equality action plans are circular and therefor have long term effect. The training in the enterprises takes its outset in previous trainings, such as Diversity Lab and Equality Lab. The latter which was identified as a best practice example by the European Commission in relation to non-discrimination and equality mainstreaming. By producing a best practice film on enterprises that have successfully worked with diversity and non-discrimination, also in the after math of receiving the MIA award, the project team hopes to inspire more enterprises to work with equal treatment in their work place. The film could with advantage be used in other countries.

7. Gender dimension of discrimination

Please describe how the gender dimension of discrimination on other grounds (age, race and ethnic origin, disability, religion or belief, sexual orientation) has been taken into account in the proposal and is meant to be implemented during the action.

The overall aim of the double faceted campaign is to mainstream equal treatment regardless of gender, race, colour, age, disability, sexual orientation, religion or belief, political orientation, social, national, ethnic origin or an intersection of these grounds. In relation to the Equal Opportunities in the Workplace part, the electronic questionnaire for employees aims at measuring the perception of equality and equal opportunities based on all grounds, however, gender is particularly in focus i.e. by asking questions specifically related to gender. For the campaign we will register the visitors' gender and their enquiries. This will give us an indication of which and how problems in relation to discrimination and equal treatment are experienced based on gender.

8. The team

Present your team (as listed in the budget under staff costs), the competences of its members and describe the role of each of them (EUR CV should also be attached to the application, please refer to CV models on

<http://europass.cedefop.europa.eu/europass/home/vernav/Europass+Documents/Europass+CV.csp>

The project team:

Ms Anne-Sofie Hempler Balle

Position: Department Coordinator, Equality Department, DIHR

Project title: Project Manager

Ms Hempler Balle joined the Equality Department in 2010, and has been involved in all equal treatment projects conducted and implemented by the department and has therefor acquired insight of equality issues.. Over the years, she has developed extensive skills within financial and administrative management of projects financed by the European Commission and FRA (European Agency for Fundamental Rights), among others. As an experienced coordinator, Ms Hempler Balle will be in charge of the overall management, coordination, implementation and reporting of the projects.

Ms Susanne Nour

Position: Department Director, Equality Department, DIHR

Project title: Project Expert

Ms Nour designed DIHRs diversity toolbox for businesses, consisting of The Compliance Assessment Tool, Guidelines for Diversity Management, a Diversity Workshop Model and The Wheel of Diversity. She is the initiator of the MIA Award and other diversity projects at DIHR. Her field of expertise is anti-discrimination legislation and diversity management. Ms Nour will be overall expert and supervisor of the project as a whole.

Ms Mandana Zarrehparvar

Position: Senior Advisor, Equality Department, DIHR

Project title: Project Expert

Ms Zarrehparvar is a socio-economic expert on equal treatment and non-discrimination on grounds of gender, age, disability, race and ethnic origin, religion and belief and sexual orientation both in the public and private sector and both within and outside the labour market. She is also an equal treatment expert on internal and external projects and has extensive experience with conducting studies, surveys, teaching, training and education and has designed and developed equality mainstreaming tools. Ms Zarrehparvar will be overall expert and supervisor of the project.

Mr Deniz Atan

Position: Student Assistant, Equality Department, DIHR

Project title: Student Assistant

Mr Atan is currently a student at Copenhagen Business School. He is also active in youth organisations and in developing and implementing cross cultural events. Mr Atan will be assisting the Project Manager and the project team as a whole with practical and administrative tasks in relations to the implementation of the project.

Ms Christine Bendixen

Position: Project Manager, Equality Department, DIHR

Project title: Communication Officer

Ms Bendixen has a long experience with strategic communication planning and various aspects of disseminating information on equal treatment. During 2011 and 2012, she has played an important role in a major accessibility project, which has taken place at DIHR. She is also an experienced desktop publisher and editor. Ms Bendixen will be responsible for the development of the communication strategy to reach the three target groups and assist with the layout, editing, and proof reading of the various publications produced for the projects,

NN Financial Controller

Position: Financial Controller, Management Secretariat, DIHR

Project title: Financial Controller

The responsibilities of the Financial Controller include quality assurance on all budget and contract-related issues and final reporting, as well as all VAT administration, invoicing and transfers relating to the projects. DIHR is undergoing internal organisational changes, and, thus, a permanent controller is still to be appointed to the Equality Department.

Ms Lumi Zuleta

Position: Project Manager, Equality Department, DIHR

Project title: Project Expert

Ms Zuleta has extensive experience as project manager which she has acquired primarily through IMR's EU funded projects. She was responsible for the development and implementation of mainstreaming tools and Equality Impact Assessment tools in Copenhagen and Århus Cities. She has been responsible for contact with participating institutions, carried out visits and collected data among managers, employees and citizens, conducted reports for each institution describing the challenges with equal treatment including recommendations. Finally, she has developed and facilitated workshops and carried out evaluation interviews and final evaluation report in connection with Equality Lab. Based on these experiences Ms Zuleta will be responsible for the development of tools and exercises, and the implementation of the project component "Speak OUT!"

Ms Signe Hinz Andersen

Position: Project Manager, Equality Department, DIHR

Project title: Project Expert

With her prior experience from working with the MIA Award 2006, 2007 and 2009- 2012 Ms Andersen will be responsible for the planning, preparations and implementation of the project component "Equal Opportunities in the Work Place". She will be in charge of facilitating the contact to stakeholders as well as the companies participating in the project. Ms Andersen has skills in qualitative methods and analysis from an anthropological background, which she will be using in the visits to companies, advising them about the thinking behind diversity management and performing the training of employers and employees.

Ms Susanne Fischer

Position: Head of Secretariat, DBET

Project title: Project Expert

As the daily leader of the Secretariat, Ms Fischer will be responsible for the overall management of the DBETs input to both components of the project. Ms Fischer holds extensive knowledge of discrimination case law as well as all issues pertaining to the daily administration of DBET. Ms Fischer frequently gives presentations on the work of DBET and therefore also has a good orator with insight into issues that concern both NGOs and the general population. This will come in handy when deciding on which topics to focus on in the preparation and implementation phase of the campaign. .

Ms Ellen Bleeg

Position: Legal Advisor, Secretariat, DBET

Project title: Project Facilitator

Ms Bleeg will be involved in the day-to-day management and implementation of the project. Ms Bleeg has an in-depth knowledge of the case law of DBET and the issues that arise on a day-to-day basis. Ms Bleeg has a established network of national stakeholders which will serve useful in the preparation phase of the campaign..

Ms Marie Louise Müller

Position : Student Assistant

Project title : Student Assistant

The Student Assistant will be assisting the project team on behalf of DBET with practical and administrative tasks in relations to the implementation of the project.

Ms Mie Lena Jensen

Position: Student Assistant

Project title : Student Assistant

The Student Assistant will be assisting the project team on behalf of DBET with practical and administrative tasks in relations to the implementation of the project.

A handwritten signature in dark ink, followed by the year '2014' written vertically.



EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE

Directorate A:
Unit A.4: Programme management

ANNEX II

ESTIMATED BUDGET OF THE ACTION

just
D.

IDENTIFICATION FORM

Title	Double facettet awareness raising campaign: "Speak OUT!" and "Equal Opportunities in the Work Place"
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Legal name of beneficiary/co-ordinator	Danish Institute for Human Rights (Institut for Menneskerettigheder)
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Address	Wilders Plads 8K, 1403 Copenhagen K, Denmark
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Eligibility period	From:	01.03.2013	To:	28.02.2014
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Banking details	Name and address of the bank	Taastrup
	Bank account n°	0216 406 917 3454
	I.B.A.N	DK6702164069173454
	Bank account holder	Institut for Menneskerettigheder
	Payment reference (if necessary)	IMR EU Progress 2013

Summary of activities

Awareness raising campaign which entail activities to raise awareness on rights and equal treatment and to raise awareness on the existence of national bodies that can give citizens assistance and handle cases of discrimination

Total amount requested from the Commission	EURO 117.966,25
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2014
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BENEFICIARIES

		Country
Legal name of beneficiary/co-ordinator	Danish Institute for Human Rights (Institut for Menneskerettigheder)	DK

Co-beneficiary Code	Legal name of Co-beneficiary	Country
Co-beneficiary 1	Danish Board of Equal Treatment	DK
Co-beneficiary 2		
Co-beneficiary 3		
Co-beneficiary 4		
Co-beneficiary 5		
Co-beneficiary 6		
Co-beneficiary 7		
Co-beneficiary 8		
Co-beneficiary 9		
Co-beneficiary 10		
Co-beneficiary 11		
Co-beneficiary 12		
Co-beneficiary 13		
Co-beneficiary 14		
Co-beneficiary 15		
Co-beneficiary 16		
Co-beneficiary 17		
Co-beneficiary 18		
Co-beneficiary 19		
Co-beneficiary 20		

2014
10/11

	A	B	C	D	E	F	G	H	I
1	FORECAST BUDGET CALCULATION								
2	Estimated Expenditure %								
3	A	Staff	132.067,87						
4	B	Travel	26.076,28						
5	C	Equipment	0,00						
6	D	Consumables	0,00						
7	E	Other direct costs	75.532,28						
8	Total Direct Costs		233.676,43						
9	F	Indirect costs	16.357,69	7,00%					
10	Total Eligible Costs		250.034,12						
11	G	Contribution in kind	0,00						
12	Total Costs		250.034,12						
13	Estimated Income								
14	I	Other contribution	0,00	0,00%					
15	K	Contribution from beneficiary/-ies	132.067,87	52,82%					
16		Contribution from EC	117.966,25	47,18%					
17	Total		250.034,12						
18	G	Contribution in kind	0,00						
19	Total Income		250.034,12						
20									
21									
22									
	Subtotal of selected entries								
23	Budget heading	Name of Beneficiary	Activity	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
24	A	DIHR	Ms Anne-Sofie H Balle	As Project Manager, Ms Hempler Balle is responsible for the overall planning and coordination of the activities relating to both project component. Ms Hempler Balle is also in charge of the financial administration and control.	Days	284,40	55,00	15.642,00	The project staff member is permanently employed by DIHR and will be working on the project part time. The staff member is covered by co-financing.

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	A	B	C	D	E	F	G	H	I
	Budget heading	Name of Beneficiary	Activity	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
23									
25	A	DIHR	Ms Susanne Nour	As Department Director for the Equality Department and with the extensive professional experience, Ms. Nour will supervise and ensure quality control in the different activities, especially relating to the project component "Equal Opportunities in the Work Place"	Days	441,29	10,00	4.412,90	The project staff member is permanently employed by DIHR and will be working on the project part time. The staff member is covered by co-financing.
26	A	DIHR	Ms Mandana Zarrehparvar	As Chief Advisor in the Equality Department, Ms Zarrehparvar is in charge of the overall implementation and quality assurance of the various activities , especially in relations to the project component "Speak OUT!"	Days	409,43	45,00	18.424,35	The project staff member is permanently employed by DIHR and will be working on the project part time. The staff member is covered by co-financing.
27	A	DIHR	NN, Student Assistant	A Student Assistant will be assisting in all the administrative and practical work relating to the project. This person will be appointed when the project commences.	Days	173,56	51,00	8.851,56	The project staff member is permanently employed by DIHR and will be working on the project part time. The staff member is covered by co-financing.
28	A	DIHR	Ms Christine Bendixen	As Communication Officer, Ms. Bendixen will be assisting the project team with the development of a communication strategy, as well as technical assistance in relations to graphical layout and editing.	Days	315,50	10,00	3.155,00	The project staff member is permanently employed by DIHR and will be working on the project part time. The staff member is covered by co-financing.
29	A	DIHR	NN, Financial Controller	A Financial Controller will be appointed to the project for quality assurance on all budget and contract relating issues, as well as VAT administration and invoicing. This person will be appointed when the project commences.	Days	315,50	10,00	3.155,00	
30	A	DIHR	Ms Lumi Zuleta	As Project Expert, Ms Zuleta is in charge of the development of tools and exercises, and the implementation of the activities relating to the project component "Speak OUT!"	Days	284,40	80,00	22.752,00	The project staff member is permanently employed by DIHR and will be working on the project part time. The staff member is covered by co-financing.

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200

	A	B	C	D	E	F	G	H	I
	Budget heading	Name of Beneficiary	Activity	Description of item Answer to the questions: Who and/or What ? [e.g. Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
23									
31	A	DIHR	Ms Signe Hinz Andersen	As Project Manager, Ms Hinz Andersen is responsible for the planning and implementation of the activities relating to the project component "Equal Opportunities in the Work Place"	Days	284,40	100,00	28.440,00	The project staff member is permanently employed by DIHR and will be working on the project part time. The staff member is covered by co-financing.
32	A	DBET	Ms Susanne Fischer	As the daily leader of the DBET Secretariat, Ms Fischer will be responsible for the overall management of the DBETs input to both components of the project	Days	358,55	25,00	8.963,75	The project staff member is permanently employed by DBET and will be working on the project part time. The staff member is covered by co-financing
33	A	DBET	Ms Ellen Bleeg	As Project Facilitator, Ms Bleeg will be involved in the day-to-day management and implementation of the project	Days	308,15	45,00	13.866,75	The project staff member is permanently employed by DBET and will be working on the project part time. The staff member is covered by co-financing
34	A	DBET	Ms Mie Lena Jensen	The Student Assistant will be assisting the project team on behalf of DBET with practical and administrative tasks in relations to the implementation of the project.	Days	186,11	15,00	2.791,65	The project staff member is permanently employed by DBET and will be working on the project part time. The staff member is covered by co-financing
35	A	DBET	Ms Marie Louise Müller	The Student Assistant will be assisting the project team on behalf of DBET with practical and administrative tasks in relations to the implementation of the project.	Days	124,07	13,00	1.612,91	The project staff member is permanently employed by DBET and will be working on the project part time. The staff member is covered by co-financing
36							1,00	0,00	

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	A	B	C	D	E	F	G	H	I
	Budget heading	Name of Beneficiary	Activity	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
23									
37	B	DIHR	Travel	Expences relating to both components; hire and use of campaign bus, travel expences to various Danish cities for project team and external expertice. The bus will be used to transport the project team and the external expertice to the 6-8 midium size cities cities when possible. An updated list of cities and no. of people travelling will be forwarded when the project commences. The idea is to find the external expertice (artists, trainers, etc.) from the local area and by doing so create greater ownership and keep travel costs as low as possible. There will be instances where not all campagin team can travel on the bus. In these instances the the cheapest availble transport will be used. An avarage of 6 people will be travelling to 6 cities for an avarage 2 days in each city	Days	189,30	72,00	13.629,60	The project team consists of the staff members described above.
38	B	DIHR	Travel	Expences relating to the campaign component, local transportation		200,00	5,00	1.000,00	
39	B	DIHR	Travel	Expences relating to the work place component, local transportation, avarage of 2 people travelling to 6 cities and local transportation to the different companies.		125,00	12,00	1.500,00	
40	B	DIHR	Accommodation	Expences covering accommodation for project team and external expertice during visits to different Danish locations. The no. of nights and people will be determined depending on which cities are chosen for the project. If the cities are far from the campaign teams homes we will need to find hotel accomodations. This will be determined when the cities are identified. However it should be noted that an average hotel room in midium size cities in Denmark cost around 80 to 100 Euro's.	Days	106,41	48,00	5.107,68	The project team consists of the staff members described above.
41	B	DIHR	Subsistence allowance	Subsistence allowance for project team and external expertice while traveling to different Danish locations. The no. of days and people will be determined depending on the the cities chosen for the project. It should be noted that there are fixed subsistence allowances for state staff travelling domestically and internationally. The tariffs for domestic subsistence allowance are 60 Euros per day (24 hours) per person. In cases where it is not a whole day (24 hours) away from home meals get paid in accordance with bills but these have to within a reasonable margin.	Days	4.839,00	1,00	4.839,00	The project team consists of the staff members described above.
42							1,00	0,00	
43	E	DIHR	Print	Print covers production of the pictures (the winning pictures will be blown up into posters to be exhibited in the campaign bus), exhibition catalogue, campaign flyers for each of the cities the project visits with program, description of the activities and people involved, production of posters for each city announcing the campaign and banners and stickers for the bus, and lastly information material on DIHR and DBET	Units	8.064,50	1,00	8.064,50	The external expertice will be chosen through competitive tenders from potential contractors. This will be done when the project commences.

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2012

	A	B	C	D	E	F	G	H	I
	Budget heading	Name of Beneficiary	Activity	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
23									
44	E	DIHR	Layout & Graphics	Expencc covers layout and graphical development of the exhibition catalogue, posters, banners, flyers, and information materiale for the campaign	Units	6.720,43	1,00	6.720,43	The external expertise will be chosen through competitive tenders from potential contractors. This will be done when the project commences.
45	E	DIHR	Design & Print	Expencc covers the development, design and print of photos and photo calatogue for the photo competition, as part of the campaign	Units	6.720,43	1,00	6.720,43	The external expertise will be chosen through competitive tenders from potential contractors. This will be done when the project commences.
46	E	DIHR	Advertisement	Expencc covers advertisements in various local and national Danish newspapers. The adverts will be promoting the photo competition as well as the campaign. The adverts will be directed at the newspapers distributed in the cities chosen for the project.	Units	537,63	10,00	5.376,30	
47	E	DIHR	Merchandise	Expencc covers development and production of various merchandise such as badges, pens, post its, sweets, bags with logo, etc. The production of all items are to be carried out by one sub-contractor, and the type and price of items will be regulated after the tender proces according to the contract awarded.	Units	4.032,26	1,00	4.032,26	The external expertise will be chosen through competitive tenders from potential contractors. This will be done when the project commences.
48	E	DIHR	Movie	Expencc covers development and production of diversity movie. The movie will be based on materials from previous events, such as the MIA Award, and will be developed in cooperation with DR (Danish Broadcasting Corporation), which is a public service organisation with tv channels reaching all of Denmark, as well as international through internet tv. The amount allocated for the production of the movies is on the basis of previous experience	Days	1.250,00	17,20	21.500,00	
49	E	DIHR	External expertise	Expencc covers different street artists, actors, entertainment, etc. for the campaign. The type and price per entertainment will be clarified when the cities have been identified and after the tender proces and the contracts are awarded. As mentioned above under the heading TRAVEL, the idea is to recruit local artists,trainers, etc. to create a greater ownership and diversity	Units	2.688,17	6,00	16.129,02	The external expertise will be chosen through competitive tenders from potential contractors. This will be done when the project commences.

ADP

	A	B	C	D	E	F	G	H	I
	Budget heading	Name of Beneficiary	Activity	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
23									
50	E	DIHR	Consumption	Expencc covers snacks, drinks, etc. for bus campaign and meetings, such as project group meetings and meetings with potential sub-contractors. The campaign will partly be a public event and therefore a large no. of people. To attract people there will be served coffee and tea and soft drinks as well as snacks as chips, cookies and fruit. We are counting on meeting some 200-300 people in each of the cities we visit. As for the diversity in work place we are aiming at around 150 - 200 persons to be participating in the trainings as we are targeting SME's.	Units	161,30	10,00	1.613,00	
51	E	DIHR	Evaluation	Expencc covers evaluation of the campaign and the training conducted under diversity in work place. The evaluator will be external and will be found after a tender process according to the contract awarded.	Units	5.376,34	1,00	5.376,34	
52							1,00	0,00	
53	F	DIHR	Project Administration			16.357,69	1,00	16.357,69	General indirect costs, support and administrative personel
54							1,00	0,00	
55	K	DIHR	Contribution	Contribution from DIHR	Staff hours	104.832,81	1,00	104.832,81	
56	K	DBET	Contribution	Contribution from DBET	Staff hours	27.235,06	1,00	27.235,06	
57							1,00	0,00	

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BUDGET & EXECUTION SUMMARY

Ref.	Budget heading	Estimated expenditure	%	Declared expenditure	Change %	Total eligible	Total accepted for the non profit rule
A	Staff	132.067,87		0,00	-100,00%	0,00	0,00
B	Travel	26.076,28		0,00	-100,00%	0,00	0,00
C	Equipment	0,00		0,00	#DIV/0!	0,00	0,00
D	Consumables	0,00		0,00	#DIV/0!	0,00	0,00
E	Other direct costs	75.532,28		0,00	-100,00%	0,00	0,00
	Total Direct Costs A+B+C+D+E	233.676,43		0,00	-100,00%	0,00	0,00
F	Indirect costs (max 7%)	16.357,69	7,00%	0,00	#DIV/0!	0,00	0,00
	Total Eligible Costs	250.034,12		0,00	-100,00%	0,00	0,00
G	Contribution in kind/non eligible	0,00		0,00		0,00	0,00
	Total Costs	250.034,12		0,00		0,00	0,00

Ref.	Budget heading	Estimated income	%	Declared income	%
I	Other contribution from third parties and/or generated by the activities	0,00	0,00%	0,00	#DIV/0!
K	Financial contribution from the beneficiary/-ies	132.067,87	52,82%	0,00	#DIV/0!
	Contribution from EC	117.966,25	47,18%	0,00	#DIV/0!
	Total	250.034,12		0,00	
G	Contribution in kind/non eligible	0,00		0,00	
	Total Income	250.034,12		0,00	

FINAL PAYMENT CALCULATION		Beneficiary request	EC final decision
A (Total eligible x % Contribution from EC)		0,00	0,00
B (Max. Contribution from EC)		117.966,25	117.966,25
C (Total accepted expenditure for the non profit rule - Declared other contribution "I")		0,00	0,00
Base of final payment calculation (lowest amount of A/B/C)		0,00	0,00
J	Pre-financing paid	0,00	0,00
H	Recovery of interest on pre-financing	0,00	0,00
Final payment		0,00	0,00

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EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE

Directorate A:
Unit A.4: Programme management

ANNEX III

TEMPLATES FOR FINAL TECHNICAL REPORTS

2014
10/11

ANNEX III TO THE GRANT AGREEMENT COMPRISING

1.- FINAL ACTIVITY REPORT TEMPLATE TO BE USED BY BENEFICIARIES WHOSE ACTIONS HAVE BEEN AWARDED GRANTS BY THE DIRECTORATE-GENERAL FOR JUSTICE¹

2.- TEMPLATE STRUCTURE FOR EXECUTIVE SUMMARY

3.- COMPULSORY MENTIONS OF EUROPEAN UNION SUPPORT

EUROPEAN UNION PROGRAMME FOR EMPLOYMENT AND SOCIAL SOLIDARITY – PROGRESS 2007-2013

1.- FINAL ACTIVITY REPORT TEMPLATE TO BE USED BY BENEFICIARIES WHOSE ACTIONS HAVE BEEN AWARDED GRANTS BY THE DIRECTORATE-GENERAL FOR JUSTICE¹

This exercise should tell us how the EU-funded action has progressed and what was achieved in the funding period.

It is divided in three different parts.

- The first part refers to a more qualitative self-assessment of your work.
- The second part concerns quantitative information related to your work that we will request you to collect, compile and present. You are asked to fill in only the fields which are applicable to your action. This information will be used for the performance monitoring of PROGRESS, your funding programme.

You will be able to compile most of the required information from your internal files. However, please note that in the case of events (seminars, conferences and similar) we expect you to carry out a short participants satisfaction survey, which would include the standard questions provided below (please see footnote² for more information).

- Lastly, the list of evidence and annexes to be attached is given at the end of the third part.

This form must be completed in English.

The deadline for returning your Final Activity Report including the financial report and your evidence is indicated in Article I.5 (or Article I.6 in case of Multi-beneficiary grant agreement) of your grant agreement.

¹ In reply to call for proposals JUST/2012/PROG/AG/AD

Just
AD

I.- QUALITATIVE INFORMATION

I.1- Results

- 1. List the original goals and objectives of the action as set out in the grant agreement, and explain how they were met during the implementation period. Please,**
- **focus on the *results/outcomes* of your action (i.e., benefits to the target group(s) addressed by your action);**
 - **include detail on what *change* your action has brought about;**
 - **explain the added value of the action, i.e. the lasting impact and/or multiplier effect.**

Important: please note that all activities and deliverables must be presented not here but in the next box)

2. Summary of progress of your action (please summarise your action as well as any *difficulties* you have faced in implementing it).

Please shortly present your project plan/activity plan as outlined in the approved action grant agreement	Please describe the activities and deliverables in the action	Describe any variance from the original action plan. Describe how and why, provide justification of the change(s) made and impact on project implementation
[Please insert as many rows as required, preferably using a separate row to report on each group of activities and/or component of your action]		

3. Has your project had a transnational dimension?

Yes: ☐ No: ☐

If yes, please describe it.

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4. Were there any partners and/or stakeholders involved in your project?

Yes: ☐ No: ☐

If yes, please list here all partners and/or stakeholders and describe the contribution they made to the action. Has the role of any of the partners changed during implementation? If yes, please explain how and why.

5. How did you make sure that equality considerations were taken into account in your work? These can relate to ensuring an appropriate mix of people in your team, ensuring that all activities were accessible to all, making sure that all dimensions, in particular the gender dimension, were taken into account in your work.

6. Is this action (or a related new action) to continue after European Union's financial support has come to an end?
Yes: <input type="checkbox"/> No: <input type="checkbox"/>
If yes, please explain the next steps.

I.2- Lessons learned and dissemination of results

7. What are the most important outcomes and lessons learned from the action? What are the implications for relevant stakeholders? (such as the European Commission; national/regional/local level policy-makers; social partners; opinion-makers including mass media, journalists; non-governmental organizations; academia, research institutions, think tanks; others where relevant)

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8. Did you carry out any evaluation of the action performed?

Yes, external evaluation: ☐ Yes, internal evaluation: ☐ No: ☐

If yes, please outline the key findings and conclusions of such evaluation.

9. News/success/best practice - We are very keen to hear about any success or good news from the actions that we fund. Please use the space below to tell us about any such news or if you have developed practices that you think others may want to know about or could benefit from. Please attach any relevant supporting information or material or explain where others can access it (e.g., website)

10. Adequate dissemination of findings and lessons is essential in ensuring the EU added value of the action. Therefore, please explain and describe how you involved relevant stakeholders during the action and whether there was any feedback:

II.- SUMMARY QUANTITATIVE INFORMATION

Please note that quantitative performance information must be submitted in relation to all outputs delivered during the implementation of the action grant.

Please also note that you will be requested to submit to the Commission the following quantitative performance information by 15 January. In that case the information has to cover only the outputs delivered as part of your action during the preceding calendar year (i.e., 1 January – 31 December of the previous year). Such information will feed into PROGRESS Annual Performance Monitoring Report, which will be submitted to the European Parliament and the Council.

THE KEY PRINCIPLES of filling-in the questionnaire:

- **You do not have to fill in all boxes:** just report on those outputs which are relevant to your action. Please provide **precise data/amount or your best estimation**.
- **Please report only those outputs/deliverables which your action produced within the reporting year!**
- **Please read the guiding comments available** under each box of the questionnaire.
- **Provision of examples is not obligatory**, yet we will appreciate if you provide them.

THE STRUCTURE OF THE QUESTIONNAIRE:

Please attribute your outputs, which you delivered within the reporting year, according to their type/primary objective to one of the four generalised categories of outputs, which are tentatively entitled:

- 1. Reports.** This category covers such written outputs as monitoring/assessment reports, analyses, studies, reviews, manuals, working papers, toolkits, and similar.
- 2. Information/promotional material.** This category covers such written outputs as various leaflets, brochures, newsletters, websites, articles in media, video material, and similar.
- 3. Training/mutual learning events.** This category covers various events, where trainers/instructors/coachers aim to raise qualifications of participants in one or another area; frequently such events have relatively less participants (e.g., up to 30) and longer duration (several days or longer). Study visits shall also be attributed to this category.
- 4. Other information and communication events.** This category covers such events as various information seminars, conferences, round tables, networking events, and similar; frequently such events have relatively higher numbers of participants (e.g., 30 and more) and shorter duration (from several hours to several days).

11. REPORTS	Amount (number)	Examples [optional]
If there were REPORTS (includes all reports, analyses, studies, reviews, manuals, working papers, toolkits, etc.) produced under your work, please indicate:		You are invited to indicate some of your key outputs below, by providing their title and the date of delivery:
Total number of reports, of which	[insert]	
• reports aimed at providing policy advice, research and analysis	[insert]	
• reports aimed at identifying good practices	[insert]	
• monitoring and assessment reports on the implementation of EU law or policies	[insert]	
• reports aimed at the development of appropriate statistical tools, methods and indicators	[insert]	
<p>Guidance:</p> <p>Please provide the total number of standalone written outputs, irrespective of whether they were published or not. An output produced in several languages is still a single output. Please report the number of reports and not the number of copies a report was published in (e.g., 50 copies of a printed/published report is still a single report).</p> <p>Please include only outputs which are sufficiently substantial to be called a report (i.e., please do not include short notes, messages, minutes and similar).</p> <p>Next please disaggregate the total number into the provided subcategories according to the primary objective of a written output. A single output may be attributed to several categories (e.g., a study may aim at policy advice and at the same time identify good practice).</p>		

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12. INFORMATION/PROMOTIONAL MATERIAL/WEBSITE	Amount (number)	Examples [optional]
If there were any INFORMATION/PROMOTIONAL MATERIALS (includes leaflets, brochures, newsletters, websites, video material, etc.) produced under your work, please indicate:		You are invited to indicate some of your key outputs below, by providing their title, type, the date of delivery as well as target audience of distribution:
Total number of pieces/instances of such information and promotional material	[insert]	
Scope of dissemination (total number of material copies distributed)	[insert]	
Total number of visits to the website of your action (the average no. of unique visits per month during the reporting period)	[insert]	
<p><u>Guidance:</u></p> <p>Please provide the total number of various information and promotion materials, irrespective of their form/type of publishing (video, electronic document, printed on paper, etc.). An output produced in several languages is still a single output.</p> <p>Next please provide the total cumulative number of the disseminated copies of these materials (e.g., printed/published copies distributed to your target audiences, number of downloads of the electronic copies published on websites, etc.).</p> <p>Finally, where possible, please report the average number of unique visitors per month to the information/promotional website(s) of your action.</p>		

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13. TRAINING/MUTUAL LEARNING	Amount (number)	Examples [optional]
If there were TRAINING/MUTUAL LEARNING (includes various trainings, peer reviews and other forms of mutual learning) events organised through your work, please indicate:		You are invited to indicate some of your key outputs below, by providing their title, target group, number of participants and the date of delivery:
Number of trainings, peer reviews and other mutual learning events	[insert]	
Number of individuals who participated in these events	[insert]	
Number of women among these participants	[insert]	
<p><u>Guidance:</u></p> <p>Please provide the total number of such events. Study visits shall also be attributed to this category.</p> <p>Then please provide the total cumulative number of participants who have participated in these events. Finally, where known, please indicate the total number of women among the above indicated participants.</p>		

14. OTHER INFORMATION AND COMMUNICATION EVENTS	Amount (number)	Examples [optional]
If there were OTHER INFORMATION AND COMMUNICATION EVENTS (includes various seminars, conferences, round tables, networking events, etc.) events organised under your project, please indicate:		You are invited to indicate some of your key outputs below, by providing their title, target audience, number of participants and the date of delivery:
Number of information and communication events	[insert]	
Number of individuals who participated in these events	[insert]	
Number of women among these participants	[insert]	
<p><u>Guidance:</u></p> <p>Please provide the total number of such events. Then please provide the total cumulative number of participants who have participated in these events. Finally, where known, please indicate the total number of women among the above indicated participants.</p>		

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III.- SIGNATURE

DECLARATION

I/we confirm that I/we are duly authorised to sign this declaration on behalf of the organisation named. I/we certify that the information given in this report is correct, and confirm that the enclosures are current, accurate, and adopted or approved by the organisation for which I/we lead.

I understand that you may contact me to clarify any details in this report, including providing any supplementary information as applicable. I confirm that I am authorised by the organisation for this purpose.

Title First name Surname

Position held in the organisation

Signed Date

On behalf of (organisation name):

Check List – **Have you:**

- ☐ Filled out all sections of the form with the requested information?
- ☐ Responded within the required deadline?
- ☐ Made sure that all your published material acknowledged support from the EU?
- ☐ Attached the documentation as required in your grant agreement:
 - The print-out of the duly completed and signed cost claim which stands as your financial report;
 - Executive summary of your work in English in no more of 2 pages (see proposed structure). As indicated below, the Executive summary must contain a 1-page section on "Key results" of the action. The key results should be concise, sharp and easily understandable;
 - Printed and electronic copies of information and promotional materials funded by the grant (articles, leaflets, brochures, programme, stickers, posters, tapes, calendars, etc);
 - Printed and electronic copies of the reports, analyses, studies, reviews, manuals, working papers, attendance lists, toolkits, computer discs with information if available etc.) produced under your work;
 - For all events, the list of participants with original signatures of all participants.
- ☐ Completed section III with the correct signatories?
- ☐ Submitted ONE original and ONE hard copy of the final activity and financial reports as well as the supporting evidence and ONE electronic copy of all documents?

Handwritten signature

2.- TEMPLATE STRUCTURE FOR EXECUTIVE SUMMARY

With a view to disseminating all results obtained and outputs delivered under the grant agreement, all beneficiaries are requested to provide an Executive Summary which will be posted on the website of the Directorate-General for Justice.

Upon a reasoned and duly substantiated request by the beneficiary, the Commission may agree to forgo such publicity, if disclosure of the information indicated above would risk compromising the beneficiary's security or prejudicing his commercial interests.

Such a summary should be written in English. It should be a stand-alone summary of the action and its implications. Thus it must be well thought out and presented as it may be a unique opportunity to publicise your work and your organisation.

Please ensure your Executive Summary includes the following headings:

1. A short description of the action (1/2 page maximum)

A concise description of the context in which the action was carried out, the target group(s) of the action as well as the key activities and deliverables

2. Main objectives of the action (1/2 page maximum)

3. Key results (1 page maximum)

a. results/outcomes of the action, including benefits for main actors and target group(s)

b. added value of the action, i.e. the lasting impact and/or multiplier effect.

3.- COMPULSORY MENTIONS OF EUROPEAN UNION SUPPORT

In accordance with the General conditions, all beneficiaries are under the obligation to acknowledge that the present activity has received funding from the Union in all documents and media produced, in particular final delivered outputs, related reports, brochures, press releases, videos, software, etc, including at conferences or seminars. In the context of the European Union Programme for Employment and Social Solidarity – PROGRESS, the following formulation shall be used:

This (publication, conference, training session etc) is supported by the European Union Programme for Employment and Social Solidarity - PROGRESS (2007-2013).

This programme is implemented by the European Commission. It was established to financially support the implementation of the objectives of the European Union in the employment, social affairs and equal opportunities area, and thereby contribute to the achievement of the Europe 2020 Strategy goals in these fields.

The seven-year Programme targets all stakeholders who can help shape the development of appropriate and effective employment and social legislation and policies, across the EU-27, EFTA-EEA and EU candidate and pre-candidate countries.

For more information see: <http://ec.europa.eu/progress>

For publications it is also necessary to include the following reference: "The information contained in this publication does not necessarily reflect the position or opinion of the European Commission".

With regard to publication and any communication plan linked to the present activity, the Beneficiary will insert the European Union logo and mention the European Commission as the Contracting Authority in every publication or related material developed under the present grant agreement.



EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE

Directorate A:
Unit A.4: Programme management

ANNEX IV

MANDATE LETTER(S)

ADi

ANNEX IV
MANDATE¹

[full official name] *[ACRONYM]*
[official legal form]²
[official registration No]³
[official address in full]
[VAT number],
(“the co-beneficiary”), *represented for the purposes of signature of this mandate by*
[forename, surname and function]

of the one part,

and

[full official name] *[ACRONYM]*
[official legal form]
[official registration No]
[official address in full]
[VAT number],
(“the co-ordinator”), *represented for the purposes of signature of this mandate by [forename,*
surname and function]

of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement [Title &
JUST/2012/PROG/AG/XXXX] between the European Commission and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the European Commission. Accordingly, the co-beneficiary hereby

¹ One version of this annex to be included for each co-beneficiary.

² Delete if the beneficiary is a natural person or a public-sector body or an entity without legal personality.

³ Delete if the beneficiary is a public-sector body or an entity without legal personality. For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.

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7/11

mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.

2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the European Commission, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the co-beneficiary's participation in the action.
3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Commission.
5. A copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary
[forename/surname/function]
LEGAL REPRESENTATIVE

[signature]

Done at [place], [date]

In duplicate in English

For the co-ordinator
[forename/surname/function]
LEGAL REPRESENTATIVE OF

[signature]

Done at [place], [date]