



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL JUSTICE  
Directorate A: Justice  
Unit A4: Programme management

Brussels, 12 SEP. 2013

JUST.A4/[REDACTED](ARES)2013 3035370

[REDACTED]  
Danish Institute for Human Rights  
Strandgade, 56  
1401 COPENHAGEN K  
Denmark

**BY REGISTERED MAIL**

**Subject: your grant agreement JUST/2011/PROG/AG/1909** ✓

Dear [REDACTED]

Thank you for your letter dated 29 August 2013 and the additional supporting document you provided.

The Commission has completed its second analysis of your final financial statement and according to our recalculations, a payment for an amount of **EUR 6.203,77** should now be made.

The Commission will now proceed to the payment of the amount mentioned above.

If you believe that there was maladministration, you may lodge a complaint to the European Ombudsman within two years of the date when you became aware of the facts on which the complaint is based (see <http://www.ombudsman.europa.eu>).

Any request you may make and any reply from us, or any complaint for maladministration, will have neither the purpose nor the effect of suspending the time-limit for lodging an action for annulment of the present decision, which must be done within two months of notification of this letter. The court responsible for hearing annulment procedures is the General Court of the European Union:

General Court  
Rue du Fort Niedergrünwald  
L-2925 Luxembourg  
tel.: (+352) 4303 1 fax: (+352) 4303 2100  
e-mail: GeneralCourt.Registry@curia.europa.eu  
URL: <http://curia.europa.eu>

Yours sincerely,

Renatas MAZEIKA  
Head of Unit

Annex: 1



# BUDGET & EXECUTION SUMMARY

UJCT120144UBDCCV1A5/D4

item	Budget item	Estimated Expenditure	%	Declared expenditure	Change %	Total eligible	Total acceptable for non profit rule
A	Staff	154.616,33		144.053,79	-6,83%	144.053,79	144.053,79
B	Travel staff	5.526,17		4.938,34	-11,98%	4.864,05	4.938,34
C	Equipment	0,00		0,00	#DIV/0!	0,00	0,00
D	Consumables	13.758,10		13.929,80	1,25%	13.929,80	13.929,80
E	Other direct costs	87.742,44		63.382,54	-27,76%	63.382,54	63.382,54
F	Total A+B+C+D+E	261.643,04		226.304,47	-13,53%	226.230,18	226.304,47
	Indirect costs (max 7%)	15.461,63	5,91%	14.405,38		13.370,20	14.405,38
G	Total Eligible Cost	277.104,67		240.709,85	-13,53%	239.600,38	240.709,85
	Contribution in kind/non eligible	0,00		0,00		0,00	0,00
	Total costs	277.104,67		240.709,85		239.600,38	240.709,85

Names	Estimated Income	%	Declared income	%
H Interest on pre-financing	0,00		0,00	
I Other Income	0,00	0,00%	0,00	0,00%
K Contribution from Beneficiaries	55.420,93	20,00%	55.082,88	22,88%
Contribution from EC	221.683,74	80,00%	185.626,97	77,12%
Total Revenue	277.104,67		240.709,85	
Contribution in kind/non eligible	0,00		0,00	
Total Income	277.104,67		240.709,85	

## FINAL PAYMENT CALCULATION

A (Total eligible x % Com)	191.680,30
B (Max Com contribution)	221.683,74
C (Accepted expenditure - incomes "I")	240.709,85
Base of final payment calculation (lowest amount of A/B/C)	191.680,30
Pre-financing paid	110.906,83
Recovery of interest on pre-financing	0,00
1st payment on 21/8/13	74.569,70
Final payment	6.203,77

FORMEAUXFATS

BON A PAYER

R. MAZEIKA

21/09/13



		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	2	Ref budget	Name of Beneficiary	Objectives	Actions	Accounting references(s)	Expenditure incurred (date/period or duration)	Description of item <small>Who or what? - Why? - For which price? (define extra unit by calculation)</small>	Amount in currency	Currency	Subtotal Rate	€	Not eligible amount in currency	Rate	Not eligible amount in EURO	For Commission Services only Explanation	costs accepted & non profit n
4	A	DIHR			Department Director	Salary	Jan - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	10.259,51	€	1.0000	10.259,51		1,00	0,00		0,0
5	A	DIHR			Project Manager	Salary	Jan - Apr 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	19.024,00	€	1.0000	19.024,00		1,00	0,00		0,0
6	A	DIHR			Student Assistant	Salary	Jan - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	12.055,93	€	1.0000	12.055,93		1,00	0,00		0,0
7	A	DIHR			Press Officer	Salary	Jan - Apr 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	7.119,25	€	1.0000	7.119,25		1,00	0,00		0,0
8	A	DIHR			Chief Advisor	Salary	Jan - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	23.576,41	€	1.0000	23.576,41		1,00	0,00		0,0
9	A	DIHR			Project Manager	Salary	Jan - Sep 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	29.904,51	€	1.0000	29.904,51		1,00	0,00		0,0
10	A	DIHR			Project Facilitator	Salary	Apr - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	6.025,62	€	1.0000	6.025,62		1,00	0,00		0,0
11	A	DIHR			Analyst	Salary	Apr - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	21.590,43	€	1.0000	21.590,43		1,00	0,00		0,0
12	A	DIHR			Communication Officer	Salary	Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	913,68	€	1.0000	913,68		1,00	0,00		0,0
13	A	DIHR			Department Coordinator	Salary	Jan - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	7.258,47	€	1.0000	7.258,47		1,00	0,00		0,0
14	A	DIHR			Financial Controller	Salary	Oct - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	6.325,98	€	1.0000	6.325,98		1,00	0,00		0,0
15	B	DIHR	Equality Lab 2012	360° Equality Lab			Feb 12	Meeting Aarhus, transportation MZA, LZU, LSOE	1.902,00	DKK	6,4341	295,61		1,00	39,76	exchange rate February 2012 = 7,4341 (1,902DKK : 7,4341 = 255,85 € Difference rejected	39,76
16	B	DIHR	Equality Lab 2012	360° Equality Lab			Feb 12	Data Collection Aarhus, consumption	48,00	DKK	7,4341	6,46		1,00	0,00		0,0
17	B	DIHR	Equality Lab 2012	360° Equality Lab			Feb 12	Data Collection Aarhus, transportation LZU + LSOE	1.552,00	DKK	7,4341	208,77		1,00	0,00		0,0
18	B	DIHR	Equality Lab 2012	360° Equality Lab			Mar 12	Data Collection Aarhus, per diem LZU	559,00	DKK	7,4355	75,18		1,00	0,00		0,0
19	B	DIHR	Equality Lab 2012	360° Equality Lab			Mar 12	Data Collection Aarhus, per diem LSOE	559,00	DKK	7,4355	75,18		1,00	0,00		0,0
20	B	DIHR	Equality Lab 2012	360° Equality Lab			Apr 12	Meeting Aarhus, transportation LZU	776,00	DKK	7,4372	104,34		1,00	0,00		0,0
21	B	DIHR	Equality Lab 2012	360° Equality Lab			Apr 12	Meeting Aarhus, transportation LSOE	776,00	DKK	7,4372	104,34		1,00	0,00		0,0
22	B	DIHR	Equality Lab 2012	360° Equality Lab			Apr 12	Workshop 1 Aarhus, transportation LZU + SHA	1.552,00	DKK	7,4372	208,68		1,00	0,00		0,0
23	B	DIHR	Equality Lab 2012	360° Equality Lab			Jun 12	Workshop 1 Aarhus, per diem SHA	295,75	DKK	7,4312	39,80		1,00	0,00		0,0
24	B	DIHR	Equality Lab 2012	360° Equality Lab			Jun 12	Workshop 1 Aarhus, per diem LZU	295,75	DKK	7,4312	39,80		1,00	0,00		0,0
25	B	DIHR	Equality Lab 2012	360° Equality Lab			Mar 12	Workshop 1 Aarhus, presents for speakers/presenters	256,72	DKK	7,4355	34,53		1,00	0,00	rejected cost as not in the forward budget	34,53
26	B	DIHR	Equality Lab 2012	360° Equality Lab			Jun 12	Workshop 2 Aarhus, per diem LZU	510,25	DKK	7,4312	88,66		1,00	0,00		0,0
27	B	DIHR	Equality Lab 2012	360° Equality Lab			Jun 12	Workshop 2 Aarhus, per diem MZA	646,75	DKK	7,4312	87,03		1,00	0,00		0,0
28	B	DIHR	Equality Lab 2012	360° Equality Lab			May 12	Workshop 2 Aarhus, transportation MZA	100,00	DKK	7,4385	13,44		1,00	0,00		0,0
29	B	DIHR	Equality Lab 2012	360° Equality Lab			Apr 12	Workshop 1 Aarhus, transportation LZU	121,00	DKK	7,4372	16,27		1,00	0,00		0,0
30	B	DIHR	Equality Lab 2012	National Study on Perceived Discrimination			Aug 12	Data Collection Odense, transportation LVS	576,00	DKK	7,4385	77,43		1,00	0,00		0,0
31	B	DIHR	Equality Lab 2012	Equality Lab			Oct 12	Inspiration Conference, transportation for participants/speakers	960,00	DKK	7,4560	128,76		1,00	0,00		0,0
32	B	DIHR	Equality Lab 2012	Equality Lab			Nov 12	Inspiration Conference, transportation LZU	238,00	DKK	7,4597	31,90		1,00	0,00		0,0
33	B	DIHR	MIA Award 2012	Company visits			Jan 12	Visit to Reg. Midtjylland and Grundfos, flight SHA + LVW	691,96	DKK	7,4343	93,08		1,00	0,00		0,0
34	B	DIHR	MIA Award 2012	Company visits			Jan 12	Visit to Reg. Midtjylland and Grundfos, return flight SHA + LVW	799,42	DKK	7,4343	107,53		1,00	0,00		0,0
35	B	DIHR	MIA Award 2012	Company visits			Feb 12	Visit to Grundfos, transportation SHA + LVW	1.067,00	DKK	7,4341	143,53		1,00	0,00		0,0
36	B	DIHR	MIA Award 2012	Company visits			Feb 12	Visit to Reg. Midtjylland and Grundfos, transportation LVW	28,00	DKK	7,4341	3,77		1,00	0,00		0,0
37	B	DIHR	MIA Award 2012	Company visits			Feb 12	Visit to various companies in Copenhagen	381,00	DKK	7,4341	51,25		1,00	0,00		0,0
38	B	DIHR	MIA Award 2012	Company visits			Feb 12	Company visit, transportation CPH-Horsens sha	752,00	DKK	1.0000	752,00		1,00	0,00		0,0

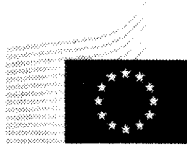
JUST/2014/BBOG/VAG														O	P
A	B	C	D	E	F	G	H	I	J	K	L	M	N		P
39	B	DIHR	People Meeting, Award Ceremony		Feb 12	MIA Award Bornholm, flight JLP	2,269.41	DKK	7,4341	305.27		1.00	0.00		0.00
40	B	DIHR	People Meeting, Award Ceremony		Apr 12	MIA Award Bornholm, flight for ceremony host Lene Johansen	2,370.89	DKK	7,4372	318.79		1.00	0.00		0.00
41	B	DIHR	People Meeting, Award Ceremony		Mar 12	MIA Award Bornholm, flight SNO	1,883.20	DKK	7,4355	253.27		1.00	0.00		0.00
42	B	DIHR	Company visits		Feb 12	Company visit, transportation Maersk	91.00	DKK	7,4341	12.24		1.00	0.00		0.00
43	B	DIHR	People Meeting, Award Ceremony		Mar 12	MIA Award Bornholm, ferry fee MZA	288.00	€	7,4355	38.73		1.00	0.00		0.00
44	B	DIHR	People Meeting, Award Ceremony		Jul 12	MIA Award Bornholm, per diem MZA	1,404.00	DKK	7,4330	188.89		1.00	0.00		0.00
45	B	DIHR	People Meeting, Award Ceremony		Jun 12	MIA Award Bornholm, transportation MZA	531.30	DKK	7,4312	71.50		1.00	0.00		0.00
46	B	DIHR	People Meeting, Award Ceremony		Jun 12	MIA Award Bornholm, bridge bill MZA	496.00	DKK	7,4312	66.75		1.00	0.00		0.00
47	B	DIHR	People Meeting, Award Ceremony		Jun 12	MIA Award Bornholm, parking fee	40.00	DKK	7,4312	5.38		1.00	0.00		0.00
48	B	DIHR	People Meeting, Award Ceremony		Jun 12	MIA Award Bornholm, materials for MIA tent	99.00	DKK	7,4312	13.32		1.00	0.00		0.00
49	B	DIHR	People Meeting, Award Ceremony		Jun 12	MIA Award Bornholm, transportation JLP	200.00	DKK	7,4312	26.81		1.00	0.00		0.00
50	B	DIHR	People Meeting, Award Ceremony		Jun 12	MIA Award Bornholm, transportation JLP	362.71	DKK	7,4312	48.81		1.00	0.00		0.00
51	B	DIHR	People Meeting, Award Ceremony		Jun 12	MIA Award Bornholm, transportation LVW	77.00	DKK	7,4312	10.36		1.00	0.00		0.00
52	B	DIHR	People Meeting, Award Ceremony		Jul 12	MIA Award Bornholm, transportation, member of the MIA jury Søren Laursen	1,439.75	DKK	7,4330	193.70		1.00	0.00		0.00
53	B	DIHR	People Meeting, Award Ceremony		Jun 12	MIA Award Bornholm, parking fee SNO	541.00	DKK	7,4312	72.80		1.00	0.00		0.00
54	B	DIHR	People Meeting, Award Ceremony		Jun 12	MIA Award Bornholm, per diem SNO	305.00	DKK	7,4312	41.04		1.00	0.00		0.00
55	B	DIHR	People Meeting, Award Ceremony		Oct 12	MIA Award Bornholm, per diem SNO	221.00	DKK	7,4560	29.64		1.00	0.00		0.00
56	B	DIHR	People Meeting, Award Ceremony		Jun 12	MIA Award Bornholm, transportation SNO	394.00	DKK	7,4312	53.02		1.00	0.00		0.00
57	B	DIHR	People Meeting, Award Ceremony		May 12	MIA Award Bornholm, transportation SNO + JLP	620.00	DKK	7,4385	83.35		1.00	0.00		0.00
58	B	DIHR	People Meeting, Award Ceremony		May 12	MIA Award Bornholm, return flight SNO	749.00	DKK	7,4385	100.69		1.00	0.00		0.00

JUST/2011/PROG/JAG														O		P	
A	B	C	D	E	F	G	H	I	J	K	L	M	N				
59	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		MIA Award Bornholm, return flight JLP											
60	B	DIHR	MIA Award 2012	People Meeting, Award ceremony	May 12	MIA Award Bornholm, return flight ceremony host	495,00	DKK	7,4385	66,55		1,00	0,00				0,1
61	B	DIHR	MIA Award 2012	People Meeting, Award ceremony	May 12	MIA Award Bornholm, transportation SNO	725,00	DKK	7,4385	97,47		1,00	0,00				0,1
62	B	DIHR	MIA Award 2012	People Meeting, Award ceremony	May 12	MIA Award Bornholm, per diem JLP	221,00	DKK	7,4385	25,71		1,00	0,00				0,1
63	D	DIHR	Equality Lab	Best Practice Catalogue	Aug 12	Catalogue, production of pictures, [REDACTED]	318,50	DKK	7,4385	42,82		1,00	0,00				0,0
64	D	DIHR	Equality Lab	Best Practice Catalogue	Oct 12	Catalogue, graphic design [REDACTED]	7,200,00	DKK	7,4560	965,67		1,00	0,00				0,0
65	D	DIHR	Equality Lab	Best Practice Catalogue	Oct 12	Catalogue, proof reading ENG	7,200,00	DKK	7,4560	965,67		1,00	0,00				0,0
66	D	DIHR	Equality Lab	Best Practice Catalogue	Nov 12	Catalogue, graphic design [REDACTED]	2,295,00	DKK	7,4597	307,65		1,00	0,00				0,0
67	D	DIHR	Equality Lab	Best Practice Catalogue	Nov 12	Catalogue, graphic design ENG [REDACTED]	6,511,00	DKK	7,4597	872,82		1,00	0,00				0,0
68	D	DIHR	Equality Lab	Best Practice Catalogue	Nov 12	Catalogue, print, Handy Print	10,400,00	DKK	7,4597	1,394,16		1,00	0,00				0,0
69	D	DIHR	Equality Lab	Best Practice Catalogue	Dec 12	Catalogue ENG version, graphic design [REDACTED]	3,550,00	DKK	7,4604	475,65		1,00	0,00				0,0
70	D	DIHR	Equality Lab	National Study on Perceived Discrimination 2012	Nov 12	National Study publication, print, Handy Print	2,400,00	DKK	7,4597	321,73		1,00	0,00				0,0
71	D	DIHR	Equality Lab	National Study on Perceived Discrimination 2012	Nov 12	National Study publication, illustrations, [REDACTED]	18,450,00	DKK	7,4597	2,473,29		1,00	0,00				0,0
72	D	DIHR	Equality Lab	360° Equality Lab	Dec 12	Workshop 2 Aarhus, materials, Lyreco	29,800,00	DKK	7,4604	3,994,42		1,00	0,00				0,0
73	D	DIHR	Equality Lab	360° Equality Lab	May 12	Workshop 2 Aarhus, materials, lamination [REDACTED]	421,12	DKK	7,4385	56,61		1,00	0,00				0,0
74	D	DIHR	Equality Lab	360° Equality Lab	May 12	Workshop 2 Aarhus, materials, Lyreco	736,33	DKK	7,4385	98,99		1,00	0,00				0,0
75	D	DIHR	Equality Lab	People Meeting, Award ceremony	Jun 12	MIA Award, production of MIA Award 2012 folders	626,26	DKK	7,4312	84,28		1,00	0,00				0,0
76	D	DIHR	Equality Lab	People Meeting, Award ceremony	May 12	MIA Award, development of Award diplomas	4,850,00	DKK	7,4385	652,01		1,00	0,00				0,0
77	D	DIHR	Equality Lab	People Meeting, Award ceremony	Jun 12	MIA Award, picture frames for diplomas	748,36	DKK	7,4312	100,71		1,00	0,00				0,0
78	D	DIHR	Equality Lab	People Meeting, Award ceremony	Jun 12	MIA Award, graphic design for MIA Award 2012	386,40	DKK	7,4312	52,00		1,00	0,00				0,0
79	E	DIHR	Equality Lab	Conference	Jul 12	Inspiration Conference, entertainment fee, [REDACTED]	8,280,00	DKK	7,4330	1,113,95		1,00	0,00				0,0
80	E	DIHR	Equality Lab	360° Equality Lab	Oct 12	Data Collection Aarhus, consultancy fee, Liv Stubbe Østergaard	4,500,00	DKK	7,4560	603,54		1,00	0,00				0,0
81	E	DIHR	Equality Lab	360° Equality Lab	Mar 12	Status meeting w. Vibeke Beck, Citizens Service Aarhus, LZU + MZA, consumption	3,600,00	DKK	7,4355	484,16		1,00	0,00				0,0
82	E	DIHR	Equality Lab	360° Equality Lab	Nov 12	Study trip Dublin, flight LZU	68,00	DKK	7,4597	9,12		1,00	0,00				0,0
83	E	DIHR	Equality Lab	360° Equality Lab	Aug 12	Study trip Dublin, per diem LZU	1,606,87	DKK	7,4385	216,02		1,00	0,00				0,0
84	E	DIHR	Equality Lab	360° Equality Lab	Oct 12	Study trip Dublin, insurance LZU	633,21	DKK	7,4560	84,93		1,00	0,00				0,0
85	E	DIHR	Equality Lab	360° Equality Lab	Oct 12	Study trip Dublin, transportation LZU	198,40	DKK	7,4560	26,61		1,00	0,00				0,0
86	E	DIHR	Equality Lab	360° Equality Lab	Sep 12	Study trip Dublin, flight MZA	14,50	DKK	7,4500	1,95		1,00	0,00				0,0
87	E	DIHR	Equality Lab	360° Equality Lab	Aug 12	Study trip Dublin, per diem MZA	1,606,87	DKK	7,4385	216,02		1,00	0,00				0,0
88	E	DIHR	Equality Lab	360° Equality Lab	Oct 12	Study trip Dublin, transportation IE, project team	633,21	DKK	7,4560	84,93		1,00	0,00				0,0
89	E	DIHR	Equality Lab	360° Equality Lab	Sep 12	Study trip Dublin, working dinner w. project team	118,30	€	1,0000	118,30		1,00	0,00				0,0
					Sep 12		437,90	€	1,0000	437,90		1,00	0,00				0,0

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
90	E	DIHR	Equality Lab 2012	360° Equality Lab		Sep 12	Study trip Dublin, evaluation dinner, LZU, MZA, AHB	59,50	€	1,0000	59,50		1,00	0,00		0,00
91	E	DIHR	Equality Lab 2012	360° Equality Lab		Sep 12	Study trip Dublin, accommodation project group	1.899,08	€	1,0000	1.899,08		1,00	0,00		0,00
92	E	DIHR	Equality Lab 2012	360° Equality Lab		Aug 12	Study trip Dublin, flight AHB	1.606,87	DKK	7,4385	216,02		1,00	0,00		0,00
93	E	DIHR	Equality Lab 2012	360° Equality Lab		Oct 12	Study trip Dublin, transportation DK, LZU, MZA, AHB	196,00	DKK	7,4560	26,29		1,00	0,00		0,00
94	E	DIHR	Equality Lab 2012	360° Equality Lab		Oct 12	Study trip Dublin, per diem AHB	633,21	DKK	7,4560	84,93		1,00	0,00		0,00
95	E	DIHR	Equality Lab 2012	360° Equality Lab		Oct 12	Study trip Dublin, insurance AHB	198,40	DKK	7,4560	26,61		1,00	0,00		0,00
96	E	DIHR	Equality Lab 2012	360° Equality Lab		Aug 12	Study trip Dublin, flight x 3, Citizens Service Aarhus	4.820,62	DKK	7,4385	648,06		1,00	0,00		0,00
97	E	DIHR	Equality Lab 2012	360° Equality Lab		Feb 12	Data Collection Aarhus, accommodation LSOE	996,00	DKK	7,4341	133,98		1,00	0,00		0,00
98	E	DIHR	Equality Lab 2012	360° Equality Lab		Mar 12	Workshop 2 Aarhus, accommodation LZU + SHA	1.304,00	DKK	7,4355	175,37		1,00	0,00		0,00
99	E	DIHR	Equality Lab 2012	360° Equality Lab		May 12	Workshop 2 Aarhus, accommodation MZA	1.256,00	DKK	7,4385	168,85		1,00	0,00		0,00
100	E	DIHR	Equality Lab 2012	360° Equality Lab		May 12	Workshop 2 Aarhus, transportation LZU + MZA	1.552,00	DKK	7,4385	208,64		1,00	0,00		0,00
101	E	DIHR	Equality Lab 2012	360° Equality Lab		Jun 12	Workshop 2 Aarhus, visual illustration/proces consultant, Bigger Picture	33.405,00	DKK	7,4312	4.495,24		1,00	0,00		0,00
102	E	DIHR	Equality Lab 2012	Conference		Sep 12	Inspiration Conference, materials, Lyreco	1.401,68	DKK	7,4500	188,14		1,00	0,00		0,00
103	E	DIHR	Equality Lab 2012	Conference		Oct 12	Inspiration Conference, flight	1.615,95	DKK	7,4560	216,73		1,00	0,00		0,00
104	E	DIHR	Equality Lab 2012	Conference		Oct 12	Inspiration Conference, transportation	72,00	DKK	7,4560	9,66		1,00	0,00		0,00
105	E	DIHR	Equality Lab 2012	Conference		Oct 12	Inspiration Conference, working lunch 6 people	269,94	DKK	7,4560	36,20		1,00	0,00		0,00
106	E	DIHR	Equality Lab 2012	Conference		Oct 12	Inspiration Conference, flowers for decorations	140,00	DKK	7,4560	18,78		1,00	0,00		0,00
107	E	DIHR	Equality Lab 2012	Conference		Nov 12	Inspiration Conference, process management, BINDSLEV A/S	35.000,00	DKK	7,4597	4.691,88		1,00	0,00		0,00
108	E	DIHR	Equality Lab 2012	Conference		Dec 12	Inspiration Conference, consumption, KL	10.138,80	DKK	7,4604	1.359,02		1,00	0,00		0,00
109	E	DIHR	Equality Lab 2012	Conference		Sep 12	Inspiration Conference, speakers fee	20.000,00	DKK	7,4500	2.684,56		1,00	0,00		0,00
110	E	DIHR	Equality Lab 2012	Conference		Jun 12	Inspiration Conference, graphic illustrations, Bigger Picture	10.000,00	DKK	7,4312	1.345,68		1,00	0,00		0,00
111	E	DIHR	Homepage	Development of homepage		Dec 12	Further development of website "Sig Fra NU!", Peria A/S	54.625,00	DKK	7,4604	7.321,99		1,00	0,00		0,00
112	E	DIHR	Homepage	Development of homepage		Dec 12	Language editing of website "Sig Fra NU!", Tolkegruppen	5.840,00	DKK	7,4604	782,80		1,00	0,00		0,00
113	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, production of nomination movies	86.500,00	DKK	7,4312	11.640,11		1,00	0,00		0,00
114	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, music for ceremony	15.000,00	DKK	7,4312	2.018,52		1,00	0,00		0,00
115	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Oct 12	MIA Award, KODA fee for entertainment/music for ceremony	588,00	DKK	7,4560	78,86		1,00	0,00		0,00
116	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, performers for award ceremony and tent, Global Stories	36.746,00	DKK	7,4312	4.944,83		1,00	0,00		0,00
117	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, chocolate for the winners	2.528,00	DKK	7,4312	340,19		1,00	0,00		0,00
118	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, host for the award ceremony	20.000,00	DKK	7,4312	2.691,36		1,00	0,00		0,00
119	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, photographer for the ceremony	9.000,00	DKK	7,4312	1.211,11		1,00	0,00		0,00
120	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, graphic design of the MIA Award 2012 logo	1.200,00	DKK	7,4312	161,48		1,00	0,00		0,00

ID	G										O			
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
121	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, decorations for the ceremony	310.40	DKK	7.4312	41.77		1.00	0.00
122	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, subtitling of the MIA Award nomination movie	7.000,00	DKK	7.4312	941.97		1.00	0.00
123	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, sound and equipment for ceremony	2.600,00	DKK	7.4312	349.88		1.00	0.00
124	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, newspaper advertisement	5.346,00	DKK	7.4312	719.40		1.00	0.00
125	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, materials for the MIA tent	67.60	DKK	7.4312	9.10		1.00	0.00
126	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, snacks for MIA tent	336.44	DKK	7.4312	45.27		1.00	0.00
127	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, accommodation for project group Bornholm	1.700,00	DKK	7.4312	228.77		1.00	0.00
128	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jan 12	MIA Award, accommodation for project group Bornholm	3.436.75	DKK	7.4343	462.28		1.00	0.00
129	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		May 12	MIA Award, rent of tent and space at the People's Meeting	11.730,00	DKK	7.4385	1.576.93		1.00	0.00
130	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Dec 12	MIA Award, rent of equipment for ceremony	5.183.70	DKK	7.4604	694.83		1.00	0.00
131	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Apr 12	MIA Award, working lunch w. MIA jury	1.019,00	DKK	7.4372	137.01		1.00	0.00
132	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, beverages for ceremony	560,00	DKK	7.4312	75.36		1.00	0.00
133	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, consumption JLP	226.14	DKK	7.4312	30.43		1.00	0.00
134	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Aug 12	MIA Award, award ceremony event, Strandhotellet Bornholm	21.000,00	DKK	7.4385	2.823.15		1.00	0.00
135	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Oct 12	MIA Award, wine for the ceremony	400,00	DKK	7.4560	53.65		1.00	0.00
136	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		May 12	MIA Award, award sculptures	22.500,00	DKK	7.4385	3.024.80		1.00	0.00
137	F	DIHR	Administration cost				Cost covering DIHR administrative staff	14.405,38	€	1.0000	14.405.38		1.00	1.035,18
138	J	DIHR					Cost covering working hours for some staff	110.906,83	€	1.0000	110.906.83		1.00	5.91% of 226.230,18
139	K	DIHR	DIHR contribution					55.082,88	€	1.0000	55.082.88		1.00	0.00
140									€	1.0000	0.00		1.00	0.00
141									€	1.0000	0.00		1.00	0.00
142									€	1.0000	0.00		1.00	0.00
143									€	1.0000	0.00		1.00	0.00
144									€	1.0000	0.00		1.00	0.00
145									€	1.0000	0.00		1.00	0.00
146									€	1.0000	0.00		1.00	0.00
147									€	1.0000	0.00		1.00	0.00
148									€	1.0000	0.00		1.00	0.00





EUROPEAN COMMISSION  
DIRECTORATE-GENERAL JUSTICE

Directorate A: Justice  
Unit A4: Programme management  
The Head of Unit

Brussels, 21 AOUT 2013  
JUST.A4/[REDACTED] (ARES)2013 231 1045

[REDACTED]  
Danish Institute for Human Rights  
Strandgade, 56  
1401 COPENHAGEN K  
Denmark

**BY REGISTERED MAIL**

**Subject: your grant agreement JUST/2011/PROG/AG/1909**

Dear [REDACTED]

Following the submission of your final reports, I would like to inform you that the Commission has completed its analysis of your final financial statement.

The final community grant for the above project has now been established at **EUR 185.476,53**. The amount still to be paid was calculated at **EUR 74.569,70**. For more detailed information concerning the reasons for rejection of any costs, please see the attached table.

If you believe the Commission should reconsider its position, you may resubmit the presently rejected costs. In this case, you must enclose the requested additional information, together with any explanation or clarification necessary, within **two months** of the date of this letter otherwise the rejected items will not be reconsidered.

You may resubmit the additional information to the following address:

European Commission  
JUST A4  
Office: MO59 – 04/47  
Attention [REDACTED]  
B-1049 Brussels

Please note that according to Article II.19.2 of the grant agreement: "The beneficiary shall keep at the Commission's disposal all original documents for a period of five years from the date of payment of the balance".

Yours sincerely,

Renatas MAZEIKA

Annex: 1



## **BUDGET & EXECUTION SUMMARY**

item	Budget item	Estimated Expenditure	%	Declared expenditure	Change %	Total eligible	Total acceptable for non profit rule
A	Staff	154,616.33		144,053.79	-6.83%	144,053.79	144,053.79
B	Travel staff	5,526.17		4,938.34	-11.98%	4,864.05	4,938.34
C	Equipment	0.00		0.00	#DIV/0!	0.00	0.00
D	Consumables	13,758.10		13,929.80	1.25%	13,929.80	13,929.80
E	Other direct costs	87,742.44		63,382.54	-36.11%	56,060.55	63,382.54
	Total A+B+C+D+E	261,643.04		226,304.47	-16.33%	218,908.19	226,304.47
F	Indirect costs (max 7%)	15,461.63	5.91%	14,405.38		12,937.47	14,405.38
	Total Eligible Cost	277,104.67		240,709.85	-16.33%	231,845.66	240,709.85
G	Contribution in kind/non eligible	0.00		0.00		0.00	0.00
	Total costs	277,104.67		240,709.85		231,845.66	240,709.85

	Names	Estimated Income	%	Declared income	%
H	<i>Interest on pre-financing</i>				
I	Other Income	0,00		0,00	
K	Contribution from Beneficiaries	55.420,93	0,00%	0,00	0,00%
	Contribution from EC	221.683,74	20,00%	55.082,88	22,88%
	Total Revenue	277.104,67	80,00%	185.626,97	77,12%
G	Contribution in kind/non eligible	0,00		240.709,85	
	Total Income	277.104,67		0,00	
				240.709,85	

### FINAL PAYMENT CALCULATION

A (Total eligible x % Com)	185.476,53
B (Max Com contribution)	221.683,74
C (Accepted expenditure - incomes "I")	240.709,85
Base of final payment calculation (lowest amount of A/B/C)	185.476,53
Pre-financing paid	110.906,83
Recovery of interest on pre-financing	0,00
Final payment	<b>74.569,70</b>

# CONFORT AUX FATS

19/6/23

# BON A PAYER

B. M. Z. ika

01213



	A	B	C	D	E	F	G	H	I	K	L	M	N	O	P	
1	Ref budget	Name of Beneficiary	Objectives	Actions	Accounting reference(s)	Expenditure incurred date/period or duration	Description of item <small>Answer to the questions: Who or what? - Why? - For what price? (refuse basis until for calculation)</small>	Amount in currency	Currency	Subtotal Rate	€	Not eligible amount in currency	Rate	Not eligible amount in EURO	Explanation	costs accepted for non profit rule
3										406.699,56					For Commission Services only	
4	A	DIHR		Department Director	Salary	Jan - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	10.259,51	€	1,0000	10.259,51		1,00	0,00		0,00
5	A	DIHR		Project Manager	Salary	Jan - Apr 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	19.024,00	€	1,0000	19.024,00		1,00	0,00		0,00
6	A	DIHR		Student Assistant	Salary	Jan - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	12.055,93	€	1,0000	12.055,93		1,00	0,00		0,00
7	A	DIHR		Press Officer	Salary	Jan - Apr 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	7.119,25	€	1,0000	7.119,25		1,00	0,00		0,00
8	A	DIHR		Chief Advisor	Salary	Jan - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	23.576,41	€	1,0000	23.576,41		1,00	0,00		0,00
9	A	DIHR		Project Manager	Salary	Jan - Sep 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	29.904,51	€	1,0000	29.904,51		1,00	0,00		0,00
10	A	DIHR		Project Facilitator	Salary	Apr - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	6.025,62	€	1,0000	6.025,62		1,00	0,00		0,00
11	A	DIHR		Analyst	Salary	Apr - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	21.590,43	€	1,0000	21.590,43		1,00	0,00		0,00
12	A	DIHR		Communication Officer	Salary	Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	913,68	€	1,0000	913,68		1,00	0,00		0,00
13	A	DIHR		Department Coordinator	Salary	Jan - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	7.258,47	€	1,0000	7.258,47		1,00	0,00		0,00
14	A	DIHR		Financial Controller	Salary	Oct - Dec 12	Total salary cost for entire project period, please see Financial annex 1 and 2 for details	6.325,98	€	1,0000	6.325,98		1,00	0,00		0,00
15	B	DIHR		360° Equality Lab		Feb 12	Meeting Aarhus, transportation MZA, LZU, LSOE	1.902,00	DKK	6,4341	295,61		1,00	39,76	exchange rate February 2012 = 7,4341 (1,902DKK : 7,4341 = 256,85 € Difference rejected	39,76
16	B	DIHR		360° Equality Lab		Feb 12	Data Collection Aarhus, consumption	48,00	DKK	7,4341	6,46		1,00	0,00		0,00
17	B	DIHR		360° Equality Lab		Feb 12	Data Collection Aarhus, transportation LZU + LSOE	1.552,00	DKK	7,4341	208,77		1,00	0,00		0,00
18	B	DIHR		360° Equality Lab		Mar 12	Data Collection Aarhus, per diem LZU	559,00	DKK	7,4355	75,18		1,00	0,00		0,00
19	B	DIHR		360° Equality Lab		Mar 12	Data Collection Aarhus, per diem LSOE	559,00	DKK	7,4355	75,18		1,00	0,00		0,00
20	B	DIHR		360° Equality Lab		Apr 12	Meeting Aarhus, transportation LZU	776,00	DKK	7,4372	104,34		1,00	0,00		0,00
21	B	DIHR		360° Equality Lab		Apr 12	Meeting Aarhus, transportation LSOE	776,00	DKK	7,4372	104,34		1,00	0,00		0,00
22	B	DIHR		360° Equality Lab		Apr 12	Workshop 1 Aarhus, transportation LZU + SHA	1.552,00	DKK	7,4372	208,68		1,00	0,00		0,00
23	B	DIHR		360° Equality Lab		Jun 12	Workshop 1 Aarhus, per diem SHA	295,75	DKK	7,4312	39,80		1,00	0,00		0,00
24	B	DIHR		360° Equality Lab		Jun 12	Workshop 1 Aarhus, per diem LZU	295,75	DKK	7,4312	39,80		1,00	0,00		0,00
25	B	DIHR		360° Equality Lab		Mar 12	Workshop 1 Aarhus, presents for speakers/presenters	256,72	DKK	7,4355	34,53		1,00	34,53	rejected cost as not in the forward budget	34,53
26	B	DIHR		360° Equality Lab		Jun 12	Workshop 2 Aarhus, per diem LZU	510,25	DKK	7,4312	68,66		1,00	0,00		0,00
27	B	DIHR		360° Equality Lab		Jun 12	Workshop 2 Aarhus, per diem MZA	646,75	DKK	7,4312	87,03		1,00	0,00		0,00
28	B	DIHR		360° Equality Lab		May 12	Workshop 2 Aarhus, transportation MZA	100,00	DKK	7,4385	13,44		1,00	0,00		0,00
29	B	DIHR		360° Equality Lab		Apr 12	Workshop 1 Aarhus, transportation LZU	121,00	DKK	7,4372	16,27		1,00	0,00		0,00
30	B	DIHR		National Study on Perceived Discrimination		Aug 12	Data Collection Odense, transportation LVS	576,00	DKK	7,4385	77,43		1,00	0,00		0,00
31	B	DIHR		Equality Lab		Oct 12	Inspiration Conference, transportation for participants/speakers	960,00	DKK	7,4560	128,76		1,00	0,00		0,00
32	B	DIHR		Equality Lab		Nov 12	Inspiration Conference, transportation LZU	238,00	DKK	7,4597	31,90		1,00	0,00		0,00
33	B	DIHR		Company visits		Jan 12	Visit to Reg. Midtjylland and Grundfos, flight SHA + LVW	691,96	DKK	7,4343	93,08		1,00	0,00		0,00
34	B	DIHR		Company visits		Jan 12	Visit to Reg. Midtjylland and Grundfos, return flight SHA + LVW	799,42	DKK	7,4343	107,53		1,00	0,00		0,00
35	B	DIHR		Company visits		Feb 12	Visit to Grundfos, transportation SHA + LVW	1.067,00	DKK	7,4341	143,53		1,00	0,00		0,00
36	B	DIHR		Company visits		Feb 12	Visit to Reg. Midtjylland and Grundfos, transportation LVW	28,00	DKK	7,4341	3,77		1,00	0,00		0,00
37	B	DIHR		Company visits		Feb 12	Visit to various companies in Copenhagen	381,00	DKK	7,4341	51,25		1,00	0,00		0,00
38	B	DIHR		Company visits		Feb 12	Company visit, transportation CPH-Horsens sha	752,00	DKK	1,0000	752,00		1,00	0,00		0,00

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
39	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Feb 12	MIA Award Bornholm, flight JLP	2,269.41	DKK	7,4341	305.27		1.00	0.00		0.00
40	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Apr 12	MIA Award Bornholm, flight SNO	2,370.89	DKK	7,4372	318.79		1.00	0.00		0.00
41	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Mar 12	Company visit, transportation Mærsk	1,883.20	DKK	7,4355	253.27		1.00	0.00		0.00
42	B	DIHR	MIA Award 2012	Company visits		Feb 12	MIA Award Bornholm, ferry fee MZA	91.00	DKK	7,4341	12.24		1.00	0.00		0.00
43	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Mar 12	MIA Award Bornholm, per diem MZA	288.00	€	7,4355	36.73		1.00	0.00		0.00
44	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jul 12	MIA Award Bornholm, transportation MZA	1,404.00	DKK	7,4330	188.89		1.00	0.00		0.00
45	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, bridge toll MZA	531.30	DKK	7,4312	71.50		1.00	0.00		0.00
46	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, parking fee	486.00	DKK	7,4312	66.75		1.00	0.00		0.00
47	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, materials for MIA tent	40.00	DKK	7,4312	5.38		1.00	0.00		0.00
48	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, transportation JLP	99.00	DKK	7,4312	13.32		1.00	0.00		0.00
49	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, transportation JLP	200.00	DKK	7,4312	26.91		1.00	0.00		0.00
50	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, transportation LVW	362.71	DKK	7,4312	48.81		1.00	0.00		0.00
51	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, per diem LVW	77.00	DKK	7,4312	10.36		1.00	0.00		0.00
52	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jul 12	MIA Award Bornholm, transportation, member of the MIA jury Søren Laurson	1,439.75	DKK	7,4330	193.70		1.00	0.00		0.00
53	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, parking fee SNO	541.00	DKK	7,4312	72.80		1.00	0.00		0.00
54	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, per diem SNO	305.00	DKK	7,4312	41.04		1.00	0.00		0.00
55	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Oct 12	MIA Award Bornholm, transportation SNO	221.00	DKK	7,4560	28.64		1.00	0.00		0.00
56	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, transportation SNO + JLP	394.00	DKK	7,4312	53.02		1.00	0.00		0.00
57	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		May 12	MIA Award Bornholm, return flight SNO	620.00	DKK	7,4385	83.35		1.00	0.00		0.00
58	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		May 12		749.00	DKK	7,4385	100.69		1.00	0.00		0.00

	A	B	C	D	E	F	G	H	I	K	L	M	N	O	P
59	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		May 12	MIA Award Bornholm, return flight JLP	495,00	DKK	7,4385		1,00	0,00		0,00
60	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		May 12	MIA Award Bornholm, return flight ceremony host Lene Johansen	725,00	DKK	7,4385		1,00	0,00		0,00
61	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		May 12	MIA Award Bornholm, transportation SNO	221,00	DKK	7,4385		1,00	0,00		0,00
62	B	DIHR	MIA Award 2012	People Meeting, Award ceremony		Aug 12	MIA Award Bornholm, per diem JLP	318,50	DKK	7,4385		1,00	0,00		0,00
63	D	DIHR	Equality Lab 2012	Best Practice Catalogue		Oct 12	Catalogue, production of pictures, [REDACTED]	7.200,00	DKK	7,4560		1,00	0,00		0,00
64	D	DIHR	Equality Lab 2012	Best Practice Catalogue		Oct 12	Catalogue, graphic design, [REDACTED]	7.200,00	DKK	7,4560		1,00	0,00		0,00
65	D	DIHR	Equality Lab 2012	Best Practice Catalogue		Nov 12	Catalogue, proof reading ENG	2.295,00	DKK	7,4597		1,00	0,00		0,00
66	D	DIHR	Equality Lab 2012	Best Practice Catalogue		Nov 12	Catalogue, graphic design, [REDACTED]	6.511,00	DKK	7,4597		1,00	0,00		0,00
67	D	DIHR	Equality Lab 2012	Best Practice Catalogue		Nov 12	Catalogue, graphic design ENG, [REDACTED]	10.400,00	DKK	7,4597		1,00	0,00		0,00
68	D	DIHR	Equality Lab 2012	Best Practice Catalogue		Dec 12	Catalogue, print, Handy Print	3.550,00	DKK	7,4604		1,00	0,00		0,00
69	D	DIHR	Equality Lab 2012	Best Practice Catalogue		Nov 12	Catalogue ENG version, graphic design, [REDACTED]	2.400,00	DKK	7,4597		1,00	0,00		0,00
70	D	DIHR	Equality Lab 2012	National Study on Perceived Discrimination		Nov 12	National Study publication, print, Handy Print	18.450,00	DKK	7,4597		1,00	0,00		0,00
71	D	DIHR	Equality Lab 2012	National Study on Perceived Discrimination		Dec 12	National Study publication, illustrations, [REDACTED]	29.800,00	DKK	7,4604		1,00	0,00		0,00
72	D	DIHR	Equality Lab 2012	360° Equality Lab		May 12	Workshop 2 Aarhus, materials, Lyreco	421,12	DKK	7,4385		1,00	0,00		0,00
73	D	DIHR	Equality Lab 2012	360° Equality Lab		May 12	Workshop 2 Aarhus, materials, lamination, [REDACTED]	736,33	DKK	7,4385		1,00	0,00		0,00
74	D	DIHR	Equality Lab 2012	360° Equality Lab		Jun 12	Workshop 2 Aarhus, materials, Lyreco	626,28	DKK	7,4312		1,00	0,00		0,00
75	D	DIHR	MIA Award 2012	People Meeting, Award ceremony		May 12	MIA Award, production of MIA Award 2012 folders	4.850,00	DKK	7,4385		1,00	0,00		0,00
76	D	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, development of Award diplomas	748,36	DKK	7,4312		1,00	0,00		0,00
77	D	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, picture frames for diplomas	386,40	DKK	7,4312		1,00	0,00		0,00
78	D	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jul 12	MIA Award, graphic design for MIA Award 2012	8.280,00	DKK	7,4330		1,00	0,00		0,00
79	E	DIHR	Equality Lab 2012	Conference		Oct 12	Inspiration Conference, entertainment fee, [REDACTED]	4.500,00	DKK	7,4560		1,00	0,00		0,00
80	E	DIHR	Equality Lab 2012	360° Equality Lab		Mar 12	Data Collection Aarhus, consultancy fee, Liv Stubbe Østergaard	3.600,00	DKK	7,4355		1,00	0,00		0,00
81	E	DIHR	Equality Lab 2012	360° Equality Lab		Nov 12	Status meeting [REDACTED] Citizens Service Aarhus, LZU + MZA, consumption	68,00	DKK	7,4597		1,00	0,00		0,00
82	E	DIHR	Equality Lab 2012	360° Equality Lab		Aug 12	Study trip Dublin, flight LZU	1.606,87	DKK	7,4385		1,00	0,00		0,00
83	E	DIHR	Equality Lab 2012	360° Equality Lab		Oct 12	Study trip Dublin, per diem LZU	633,21	DKK	7,4560		1,00	0,00		0,00
84	E	DIHR	Equality Lab 2012	360° Equality Lab		Oct 12	Study trip Dublin, insurance LZU	198,40	DKK	7,4560		1,00	0,00		0,00
85	E	DIHR	Equality Lab 2012	360° Equality Lab		Sep 12	Study trip Dublin, transportation LZU	14,50	DKK	7,4500		1,00	0,00		0,00
86	E	DIHR	Equality Lab 2012	360° Equality Lab		Aug 12	Study trip Dublin, flight MZA	1.606,87	DKK	7,4385		1,00	0,00		0,00
87	E	DIHR	Equality Lab 2012	360° Equality Lab		Oct 12	Study trip Dublin, per diem MZA	633,21	DKK	7,4560		1,00	0,00		0,00
88	E	DIHR	Equality Lab 2012	360° Equality Lab		Sep 12	Study trip Dublin, transportation i.e. project team	118,30	€	1,0000		1,00	0,00		0,00
89	E	DIHR	Equality Lab 2012	360° Equality Lab		Sep 12	Study trip Dublin, working dinner w. project team	437,90	€	1,0000		1,00	0,00		0,00

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
90	E	DIHR	Equality Lab 2012	360° Equality Lab		Sep 12	Study trip Dublin, evaluation dinner, LZU, MZA, AHB	59,50	€	1,0000	59,50		1,00	0,00		0,00
91	E	DIHR	Equality Lab 2012	360° Equality Lab		Sep 12	Study trip Dublin, accommodation project group	1,899,08	€	1,0000	1,899,08		1,00	0,00		0,00
92	E	DIHR	Equality Lab 2012	360° Equality Lab		Aug 12	Study trip Dublin, flight AHB	1,606,87	DKK	7,4385	218,02		1,00	0,00		0,00
93	E	DIHR	Equality Lab 2012	360° Equality Lab		Oct 12	Study trip Dublin, transportation DK, LZU, MZA, AHB	196,00	DKK	7,4560	26,29		1,00	0,00		0,00
94	E	DIHR	Equality Lab 2012	360° Equality Lab		Oct 12	Study trip Dublin, per diem AHB	633,21	DKK	7,4560	84,93		1,00	0,00		0,00
95	E	DIHR	Equality Lab 2012	360° Equality Lab		Oct 12	Study trip Dublin, insurance AHB	198,40	DKK	7,4560	26,61		1,00	0,00		0,00
96	E	DIHR	Equality Lab 2012	360° Equality Lab		Aug 12	Study trip Dublin, flight x 3, Citizens Service Aarhus	4,820,62	DKK	7,4385	648,06		1,00	0,00		0,00
97	E	DIHR	Equality Lab 2012	360° Equality Lab		Feb 12	Data Collection Aarhus, accommodation LSOE	996,00	DKK	7,4341	133,98		1,00	0,00		0,00
98	E	DIHR	Equality Lab 2012	360° Equality Lab		Mar 12	Workshop 2 Aarhus, accommodation LZU + SHA	1,304,00	DKK	7,4355	175,37		1,00	0,00		0,00
99	E	DIHR	Equality Lab 2012	360° Equality Lab		May 12	Workshop 2 Aarhus, accommodation MZA	1,256,00	DKK	7,4385	168,85		1,00	0,00		0,00
100	E	DIHR	Equality Lab 2012	360° Equality Lab		May 12	Workshop 2 Aarhus, transportation LZU + MZA	1,552,00	DKK	7,4385	208,64		1,00	0,00		0,00
101	E	DIHR	Equality Lab 2012	360° Equality Lab		Jun 12	Workshop 2 Aarhus, visual illustration/proces consultant, Bigger Picture	33,405,00	DKK	7,4312	4,495,24		1,00	0,00		0,00
102	E	DIHR	Equality Lab 2012	Conference		Sep 12	Inspiration Conference, materials, Lyreco	1,401,68	DKK	7,4500	188,14		1,00	0,00		0,00
103	E	DIHR	Equality Lab 2012	Conference		Oct 12	Inspiration Conference, flight	1,615,95	DKK	7,4560	216,73		1,00	0,00		0,00
104	E	DIHR	Equality Lab 2012	Conference		Oct 12	Inspiration Conference, transportation	72,00	DKK	7,4560	9,66		1,00	0,00		0,00
105	E	DIHR	Equality Lab 2012	Conference		Oct 12	Inspiration Conference, working lunch 6 people	269,94	DKK	7,4560	36,20		1,00	0,00		0,00
106	E	DIHR	Equality Lab 2012	Conference		Oct 12	Inspiration Conference, flowers for decorations	140,00	DKK	7,4560	18,78		1,00	0,00		0,00
107	E	DIHR	Equality Lab 2012	Conference		Nov 12	Inspiration Conference, proces management, BINDSLEV AIS	35,000,00	DKK	7,4597	4,691,88		1,00	0,00		0,00
108	E	DIHR	Equality Lab 2012	Conference		Dec 12	Inspiration Conference, consumption, KL	10,138,80	DKK	7,4604	1,359,02		1,00	0,00		0,00
109	E	DIHR	Equality Lab 2012	Conference		Sep 12	Inspiration Conference, speakers fee	20,000,00	DKK	7,4500	2,684,56		1,00	0,00		0,00
110	E	DIHR	Equality Lab 2012	Conference		Jun 12	Inspiration Conference, graphic illustrations, Bigger Picture	10,000,00	DKK	7,4312	1,345,68		1,00	0,00		0,00
111	E	DIHR	Homepage	Development of homepage		Dec 12	Further development of website "Sig Fra NU!" Pentia A/S	54,625,00	DKK	7,4604	7,321,99		1,00	0,00		0,00
112	E	DIHR	Homepage	Development of homepage		Dec 12	Language editing of website "Sig Fra NU!", Tolkegruppen	5,840,00	DKK	7,4604	782,80		1,00	0,00		0,00
113	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, production of nomination movies	86,500,00	DKK	7,4312	11,840,11		1,00	0,00		0,00
114	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, music for ceremony	15,000,00	DKK	7,4312	2,018,52		1,00	0,00		0,00
115	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Oct 12	MIA Award, KODA fee for entertainment/music for ceremony	588,00	DKK	7,4560	78,86		1,00	0,00		0,00
116	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, performers for award ceremony and tent, Global Stories	36,746,00	DKK	7,4312	4,944,83		1,00	0,00		0,00
117	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, chocolate for the winners	2,528,00	DKK	7,4312	340,19		1,00	0,00		0,00
118	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, host for the award ceremony	20,000,00	DKK	7,4312	2,691,36		1,00	0,00		0,00
119	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, photographer for the ceremony	9,000,00	DKK	7,4312	1,211,11		1,00	0,00		0,00
120	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, graphic design of the MIA Award 2012 logo	1,200,00	DKK	7,4312	161,48		1,00	0,00		0,00

rejected cost as no supporting document provided

7,321,99

	A	B	C	D	E	F	G	H	I	K	L	M	N	O	JUST/2011/PROG/AG	P
							MIA Award, decorations for the ceremony									
121	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12		310,40	DKK	7,4312	41,77	1,00	0,00			0,00
122	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, subsidling of the MIA Award nomination movie									0,00
123	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, sound and equipment for ceremony	7,000,00	DKK	7,4312	941,97	1,00	0,00			0,00
124	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, newspaper advertisement	2,600,00	DKK	7,4312	349,88	1,00	0,00			0,00
125	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, materials for the MIA tent	5,346,00	DKK	7,4312	719,40	1,00	0,00			0,00
126	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, snacks for MIA tent	67,60	DKK	7,4312	9,10	1,00	0,00			0,00
127	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, accommodation for project group Bornholm	336,44	DKK	7,4312	45,27	1,00	0,00			0,00
128	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jan 12	MIA Award, accommodation for project group Bornholm	1,700,00	DKK	7,4312	228,77	1,00	0,00			0,00
129	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		May 12	MIA Award, rent of tent and space at the People's Meeting	3,436,75	DKK	7,4343	462,28	1,00	0,00			0,00
130	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Dec 12	MIA Award, rent of equipment for ceremony	11,730,00	DKK	7,4385	1,576,93	1,00	0,00			0,00
131	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Apr 12	MIA Award, working lunch w. MIA jury	5,183,70	DKK	7,4604	694,83	1,00	0,00			0,00
132	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, beverages for ceremony	1,019,00	DKK	7,4372	137,01	1,00	0,00			0,00
133	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award Bornholm, consumption JLP	560,00	DKK	7,4312	75,36	1,00	0,00			0,00
134	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Jun 12	MIA Award, award ceremony event, Strandhotellet, Bornholm	226,14	DKK	7,4312	30,43	1,00	0,00			0,00
135	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Aug 12	MIA Award, wine for the ceremony	21,000,00	DKK	7,4385	2,823,15	1,00	0,00			0,00
136	E	DIHR	MIA Award 2012	People Meeting, Award ceremony		Oct 12	MIA Award, award sculptures	400,00	DKK	7,4560	53,65	1,00	0,00			0,00
137	F	DIHR	MIA Award 2012	People Meeting, Award ceremony		May 12	Cost covering DIHR administrative staff	22,500,00	DKK	7,4385	3,024,80	1,00	0,00			0,00
138	J	DIHR	Administration cost				Cost covering DIHR administrative staff prefinancing	14,405,38	€	1,0000	14,405,38	1,00	1,467,91		5,91% of 218,908,19€	1,467,91
139	K	DIHR	DIHR contribution				Cost covering working hours for some staff	110,906,83	€	1,0000	110,906,83	1,00	0,00			0,00
140								55,082,88	€	1,0000	55,082,88	1,00	0,00			0,00
141									€	1,0000	0,00	1,00	0,00			0,00
142									€	1,0000	0,00	1,00	0,00			0,00
143									€	1,0000	0,00	1,00	0,00			0,00
144									€	1,0000	0,00	1,00	0,00			0,00
145									€	1,0000	0,00	1,00	0,00			0,00
146									€	1,0000	0,00	1,00	0,00			0,00
147									€	1,0000	0,00	1,00	0,00			0,00
148									€	1,0000	0,00	1,00	0,00			0,00





EUROPEAN COMMISSION  
DIRECTORATE-GENERAL JUSTICE

Directorate A  
Unit A.4: Programme management

DG.JUST A.4

19. 11. 2012

7364134

**AMENDMENT No. 1**  
**TO**  
**GRANT AGREEMENT**  
**No JUST/2011/PROG/AG/1909**  
**on an ACTION GRANT**

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), who for the purposes of the signature of this Amendment is represented by **Mr Renatas Mazeika, Head of Unit**, Directorate General Justice, Directorate A,

of the one part,

and

**Danish Institute for Human Rights**

**Strandgade, 56**

**1401 COPENHAGEN K**

**DENMARK**

"the beneficiary"), represented for the purposes of signature of this agreement by Mr **[REDACTED]** Director

of the other part,

**Taking into account that:**

1. The GRANT AGREEMENT No. JUST/2011/PROG/AG/1909 was signed on 14. December 2011 between the European Commission, of the one part and the Danish Institute for Human Rights of the other part.
2. By letter dated 08 October 2012, received on 11 October 2012 and registered under Ares (2012) 1200397, the Danish Institute for Human Rights requested budgetary

*RD*



adjustments by transfers between headings of eligible costs exceeding 10% of the amount of each heading concerned which requires a formal Addendum.

**Have agreed as follows:**

**Article 1**

The estimated budget of the action (Annexe II of the Agreement) is **replaced by the revised Annexe II** attached to this Amendment.

**Article 2**

With the exception of the modifications introduced by the present Amendment, all other provisions of the Agreement remain in full force.

**Article 3**

This Amendment No 1 shall enter into force on the date on which it is signed by the last contracting party and forms an integral part of the Agreement.

**SIGNATURES**

**For the partner**

  
Director

**For the Commission**  
Mr Renatas MAZEIKA  
Head of Unit



Done at COPBOMABON (place),

15/11/2012 (date)



Done at Brussels,

04/11/2012 (date)

In duplicate in English





# Annex II Addendum No. 1

Annex D

JUST/2011/PROG/AG/D4

Ref budget	Name of Beneficiary	Objectives	Actions	Description of item Answer to the questions: Who or What ? - Why ? - For which price ? (define base unit for calculation)	Subtotal		332.525,60
					Amount in € per unit	Nbr unite	Total €
A	DIHR		Department Director	Department Director for the Department of Equality and Monitoring as well as the initiator of the MIA Award back in 2004 be giving a speech at the MIA Award ceremony 2012. Ms. Nour will also supervise and ensure quality control on the project components in the MIA Award 2012 project	441,29	23,00	10.149,67
A	DIHR		Institute Director	As the Director of the DIHR be giving the opening speech at the MIA Award Ceremony 2012	628,32	2,00	1.256,64
A	DIHR		Project Manager	As Project Manager the responsibility for the planning and implementation of the MIA Award 2012	287,49	70,00	20.124,30
A	DIHR		Student Assistant	be assisting with all the administrative and practical activities of the MIA Award 2012	173,56	52,00	9.025,12
A	DIHR		Press Officer	will be responsible for planning and executing all press related work around the MIA Award ceremony 2012	368,26	20,00	7.365,20
	DIHR		Chief Advisor	As Chief Advisor and Team leader will be the overall expert and supervisor of the Equality Lab 2012 project including quality assurance of project components.	409,43	59,00	24.156,37
A	DIHR		Project Manager	As Project Manager responsible for the implementation of the Equality Lab 2012.	265,99	116,00	30.854,84
A	DIHR		Project Facilitator	will assist with the preparation of the conference and is responsible for the development of the Best Practice Catalogue	339,75	27,00	9.173,25
A	DIHR		Analyst	is part of the department's analysis team and will be responsible for the study of perceived discrimination as part of Equality Lab 2012.	371,59	70,00	26.011,30
A	DIHR		Communication Officer	will be assisting the Equality Lab 2012 project with conference planning as well as the layout and editing of its publications.	315,50	3,00	946,50
A	DIHR		Department Coordinator	As Department Coordinator, is in charge of the department's overall economy and will be overseeing all administrative aspects of the Equality Lab and the MIA Award 2012 projects. Her responsibilities also include administrative and technical assistance to the project managers.	242,91	22,00	5.344,02
A	DIHR		Financial Controller	has been assigned as overall Financial Controller for the Department for Equality & Monitoring. Her responsibilities include quality assurance on all budget and contract related issues and final reporting, as well as all VAT administration, invoicing and transfers relating to both the Equality Lab and the MIA Award 2012 projects.	263,37	8,00	2.106,96
A	DIHR		Financial Controller	been assigned as overall Financial Controller for the Department for Equality & Monitoring after Ms Enøe went on maternity leave. Her responsibilities are the same as Ms Enøe's	368,28	22,00	8.102,16

2/3







## BUDGET &amp; EXECUTION SUMMARY

item	Budget item	Estimated Expenditure	%	Declared expenditure	Change %	Total eligible	Total acceptable for non profit rule
A	Staff	154.616,33		0,00	-100,00%	0,00	0,00
B	Travel staff	5.526,17		0,00	-100,00%	0,00	0,00
C	Equipment	0,00		0,00	#DIV/0!	0,00	0,00
D	Consumables	13.758,10		0,00	-100,00%	0,00	0,00
E	Other direct costs	87.742,44		0,00	-100,00%	0,00	0,00
	Total A+B+C+D+E	261.643,04		0,00	-100,00%	0,00	0,00
F	Indirect costs (max 7%)	15.461,63	5,91%	0,00	#DIV/0!	0,00	0,00
	Total Eligible Cost	277.104,67		0,00	-100,00%	0,00	0,00
G	Contribution in kind/non eligible	0,00		0,00		0,00	0,00
	Total costs	277.104,67		0,00		0,00	0,00

Names	Estimated Income	%	Declared income	%
H Interest on pre-financing	0,00		0,00	
I Other Income	0,00	0,00%	0,00	#DIV/0!
K Contribution from Beneficiaries	55.420,93	20,00%	0,00	#DIV/0!
	Contribution from EC	221.683,74	80,00%	#DIV/0!
	Total Revenue	277.104,67	0,00	
	Contribution in kind/non eligible	0,00	0,00	
G	Total Income	277.104,67	0,00	

## FINAL PAYMENT CALCULATION

A (Total eligible x % Com)	0,00
B (Max Com contribution)	221.683,74
C (Accepted expenditure - incomes "I")	0,00
Base of final payment calculation (lowest amount of A/B/C)	0,00
Pre-financing paid	0,00
Recovery of interest on pre-financing	0,00
Final payment	0,00





EUROPEAN COMMISSION  
DIRECTORATE-GENERAL JUSTICE

Directorate A  
Unit A.4: Programme management

/ 7 NOV. 2012

Brussels,

JUST/A4/ JD /ARES (2012) 13 11 277

[REDACTED]  
Danish Institute for Human Rights  
Strandgade, 56  
1401 COPENHAGEN K  
DENMARK

**By Express Mail**

**Subject: Grant agreement JUST/2011/PROG/AG/ 1909**

[REDACTED]  
We acknowledge the receipt of your letter dated 8 October 2012 that was registered in our service on 11 October 2012 under the reference Ares (2012)1200397.

Under cover of the aforementioned correspondence you have notified of a need to revise the budget as contained in annex II to the above mentioned grant agreement that entered into force on 14 December 2011. In addition you provided the CV of a new staff member for approval.

The following has been decided:

1. We can agree with the changes described under MIA award point 1) to 4) and Equality LAB point 1) to 4) and 6) and GENERAL point 1) as these changes are well justified and form usual reallocations during the implementation phase and within the legal limitations. Also the new staff member is accepted.

2. The changes described under GENERAL, Point 2) and 3) concern **new activities** which were **not foreseen** in Annex I of the grant agreement.

A) However, the development of the website [www.sigfranu.dk](http://www.sigfranu.dk) has been part of the activities under the precedent call under Grant Agreement VS/2010/0534 ( MIA award 2011).  
The request to use unspent funds to brush up the website (EQUALITY LAB point 5 / GENERAL point 2 ) seems to be well justified and **can be exceptionally accepted**.

B) Whereas the request for permission to use unspent funds to develop small films on Best Practise working with diversity in employment **has to be rejected**.  
The timeframe of this activity is November 2012 and throughout 2013 whereas the ending date for carrying out the activities in grant agreement JUST/2011/PROG/AG/1909 (MIA award 2012) is **20 December 2012**.



Please note that the fact that part of the provisioned budget will not be spent due to less expensive than expected costs, does not imply that new tasks should be created in order to necessarily spend these funds.

Please find enclosed two copies of Amendment No 1 to your specific agreement duly signed and dated by the Commission's authorised representative.

I would be grateful if you could return one copy of this specific agreement amendment dated and signed by your authorised representative by **express mail** to the following address:

European Commission  
DG Justice – JUST/A.4  
Mr Renatas Mazeika  
MO59 04/65  
B - 1049 Brussels

Please note that, in case of non-receipt to the above-mentioned address of the grant agreement amendments dated and duly signed by the authorised representative within 15 calendar days, the Commission reserves the right to cancel its commitment under both agreement amendments.

Yours sincerely,



Renatas Mazeika

Enc. 2 copies of Amendment No. 1 GRANT AGREEMENT No JUST/2011/PROG/AG/1909-DK





EUROPEAN COMMISSION  
DIRECTORATE-GENERAL JUSTICE

Directorate A  
Unit A4 Programme management

Brussels, 02 JUL 2012  
JUST/A4/ JD Ares(2012) 796819

[REDACTED]  
Danish Institute for Human Rights  
Strandgade, 56  
1401 COPENHAGEN K  
DENMARK

**Subject: Grant agreement JUST/2011/PROG/AG/ 1909**  
Changes in the budget , CV of new staff member

[REDACTED]  
We acknowledge the receipt of your letter dated 8 June 2012 that was registered in our service on 13 June 2012 under the reference Ares (2012)708160.

Under cover of the aforementioned correspondence you have notified of a need to revise the budget as contained in annex II to the above mentioned grant agreement that entered into force on 14 December 2011.

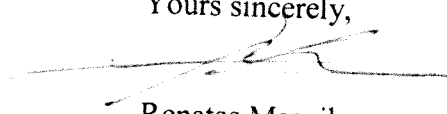
In addition you provided the CV of a new staff member for approval.

Your request for changes is accepted.

As no heading has been increased by more than 10 % in comparison to the grant agreement, there is no need for a formal addendum. However note that, since no formal amendment was signed, in the final financial statement in the column "Estimated expenditure" you should reflect the heading amounts of the budget annexed to the grant agreement. These amounts will be the reference to calculate that at the final stage the 10% rule is respected. Any cost exceeding 10% of the amounts foreseen in your original budget (and not the one of 8 June 2012) will be at that stage rejected.

This letter shall be considered as a formal acceptance and be attached to the file as confirmation of the changes proposed.

Yours sincerely,

  
Renatas Mazeika  
Head of Unit

PJ: accepted staff costs



Ref Name of Objectives	Actions	Description of item Answer to the questions: Who or What ? - Why ? - For which price ? (define base unit for calculation)	Amount (€)	Nbr unit	Total €
A DIHR	Department Director	As the Department Director for the Department of Equality and Monitoring as well as the initiator of the MIA Award back in 2004 be giving a speech at the MIA Award ceremony 2012. Ms. Nour will also supervise and ensure quality control on the project components in the MIA Award 2012 project	441,29	23	10.149,67
A DIHR	Institute Director	As the Director of the DIHR be giving the opening speech at the MIA Award Ceremony 2012	628,32	2	1.256,64
A DIHR	Project Manager	As Project Manager be the responsibility for the planning and implementation of the MIA Award 2012	287,49	72	20.699,28
A DIHR	Student Assistant	be assisting with all the administrative and practical activities of the MIA Award 2012	173,56	38	6.595,28
A DIHR	Press Officer	will be responsible for planning and executing all press related work around the MIA Award ceremony 2012	368,26	20	7.365,20
A DIHR	Chief Advisor	As Chief Advisor and Team leader will be the overall expert and supervisor of the Equality Lab 2012 project including quality assurance of project components.	409,43	59	24.156,37
A DIHR	Project Manager	As Project Manager be the responsible for the implementation of the Equality Lab 2012.	265,99	116	30.854,84
A DIHR	Project Facilitator	will assist with the preparation of the conference and is responsible for the development of the Best Practice Catalogue	339,75	21	7.134,75
A DIHR	Analyst	is part of the department's analysis team and will be responsible for the study of perceived discrimination as part of Equality Lab 2012.	371,59	76	28.240,84
A DIHR	Communication Officer	will be assisting the Equality Lab 2012 project with conference planning as well as the layout and editing of its publications.	315,5	3	946,5
A DIHR	Department Coordinator	As Department Coordinator be in charge of the department's overall economy and will be overseeing all administrative aspects of the Equality Lab and the MIA Award 2012 projects. Her responsibilities also include administrative and technical assistance to the project managers.	242,91	22	5.344,02
A DIHR	Financial Controller	has been assigned as overall Financial Controller for the Department for Equality & Monitoring. Her responsibilities include quality assurance on all budget and contract related issues and final reporting, as well as all VAT administration, invoicing and transfers relating to both the Equality Lab and the MIA Award 2012 projects.	263,37	35	9.217,95
					151.961,34







EUROPEAN COMMISSION  
DIRECTORATE-GENERAL JUSTICE

Directorate A  
Unit A4 Programme management

Brussels, 10 AVR. 2012  
JUST/A4/ JD Ares(2012) 432 651

[REDACTED]  
Danish Institute for Human Rights  
Strandgade, 56  
1401 COPENHAGEN K  
DENMARK

**Subject: Grant agreement JUST/2011/PROG/AG/ 1909**  
Changes in the budget and regarding the activities

[REDACTED]  
We acknowledge the receipt of your letter dated 10 February 2012 and your e-mail dated 6 Mars 2012 that were registered in our service under the reference Ares (2012) 173142 and 261809.

Under cover of the aforementioned correspondence you have notified of a need to revise the budget as contained in annex II to the above mentioned grant agreement that entered into force on 14 December 2011.

Your request for changes is accepted.

As no heading has been increased by more than 10 % in comparison to the grant agreement, there is no need for a formal addendum. However note that, since no formal amendment was signed, in the final financial statement in the column "Estimated expenditure" you should reflect the heading amounts of the budget annexed to the grant agreement. These amounts will be the reference to calculate that at the final stage the 10% rule is respected. Any cost exceeding 10% of the amounts foreseen in your original budget (and not the one of 6 Mars 2012) will be at that stage rejected.

In addition, you informed us of changes regarding the activities organised in the frame of your project and you provided a new detailed time-plan.

This letter shall be considered as a formal acceptance and be attached to the file as confirmation of the changes proposed.

I would like to take the opportunity to remind you that the calculation of the daily rate for staff costs should be in accordance with the methodology approved by the Commission which

has been communicated during a monitoring visit by the Commission at your organisation in February 2012.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Renatas Mazeika', written over a horizontal line.

Renatas Mazeika

Head of Unit

PJ: accepted costs

Ref budget	Name of Beneficiary	Objectives	Actions	Description of item Answer to the questions: Who or What ? - Why ? - For which price ? (define base unit for calculation)	Subtotal		332.698,46
					Amount in € per unit	Nbr units	Total €
A	DIHR		Department Director	Ms. Nour will as the Department Director for the Department of Equality and Monitoring as well as the initiator of the MIA Award back in 2004 be giving a speech at the MIA Award ceremony 2012. [REDACTED] also supervise and ensure quality control on the project components in the MIA Award 2012 project	441,29	23,00	10.149,67
A	DIHR		Institute Director	As the Director of the DIHR, [REDACTED] giving the opening speech at the MIA Award Ceremony 2012	628,32	2,00	1.256,64
A	DIHR		Project Manager	As Project Manager [REDACTED] has the responsibility for the planning and implementation of the MIA Award 2012	287,49	72,00	20.699,28
A	DIHR		Student Assistant	[REDACTED] assisting with all the administrative and practical activities of the MIA Award 2012	173,56	38,00	6.595,28
A	DIHR		Press Officer	[REDACTED] responsible for planning and executing all press related work around the MIA Award ceremony 2012	368,26	20,00	7.365,20
A	DIHR		Chief Advisor	As Chief Advisor and Team leader [REDACTED] be the overall expert and supervisor of the Equality Lab 2012 project including quality assurance of project components	409,43	59,00	24.156,37
A	DIHR		Project Manager	As Project Manager [REDACTED] the responsible for the implementation of the Equality Lab 2012.	265,99	100,00	26.599,00
A	DIHR		Project Facilitator	Will be removed from the budget	304,79	0,00	0,00
A	DIHR		Project Facilitator	TBA [REDACTED] part of the department's analysis team and will be responsible for the study of perceived discrimination as part of Equality Lab 2012.	304,79	38,00	11.582,02
A	DIHR		Analyst	[REDACTED] assisting the Equality Lab 2012 project with conference planning as well as the layout and editing of its publications.	371,59	76,00	28.240,84
A	DIHR		Communication Officer	Will be removed from the budget	315,50	3,00	946,50
A	DIHR		Project Assistant	Will be removed from the budget	223,24	0,00	0,00
A	DIHR		Department Coordinator	As Department Coordinator, [REDACTED] in charge of the department's overall economy and will be overseeing all administrative aspects of the Equality Lab and the MIA Award 2012 projects. Her responsibilities also include administrative and technical assistance to the project managers.	242,91	22,00	5.344,02
A	DIHR		Financial Controller	Ms. [REDACTED] been assigned as overall Financial Controller for the Department for Equality & Monitoring. Her responsibilities include quality assurance on all budget and contract related issues and final reporting, as well as all VAT administration, invoicing and transfers relating to both the Equality Lab and the MIA Award 2012 projects.	263,37	35,00	9.217,95







## BUDGET &amp; EXECUTION SUMMARY

item	Budget item	Estimated Expenditure	%	Declared expenditure	Change %	Total eligible	Total acceptable for non profit rule
A	Staff	152.152,77		0,00	-100,00%	0,00	0,00
B	Travel staff	4.569,17		0,00	-100,00%	0,00	0,00
C	Equipment	0,00		0,00	#DIV/0!	0,00	0,00
D	Consumables	14.812,84		0,00	-100,00%	0,00	0,00
E	Other direct costs	90.187,94		0,00	-100,00%	0,00	0,00
F	Total A+B+C+D+E	261.722,72		0,00	-100,00%	0,00	0,00
	Indirect costs (max 7%)	15.526,00	5,93%	0,00	#DIV/0!	0,00	0,00
	Total Eligible Cost	277.248,72		0,00	-100,00%	0,00	0,00
G	Contribution in kind/non eligible	0,00		0,00		0,00	0,00
	Total costs	277.248,72		0,00		0,00	0,00

	Names	Estimated Income	%	Declared income	%
H	Interest on pre-financing	0,00		0,00	
I	Other Income	0,00	0,00%	0,00	#DIV/0!
K	Contribution from Beneficiaries	55.449,74	20,00%	0,00	#DIV/0!
	Contribution from EC	221.798,98	80,00%	0,00	#DIV/0!
	Total Revenue	277.248,72		0,00	
	Contribution in kind/non eligible	0,00		0,00	
G	Total Income	277.248,72		0,00	

## FINAL PAYMENT CALCULATION

A (Total eligible x % Corn)	0,00
B (Max Corn contribution)	221.798,98
C (Accepted expenditure - incomes "I")	0,00
Base of final payment calculation (lowest amount of A/B/C)	
Pre-financing paid	0,00
Recovery of interest on pre-financing	0,00
Final payment	0,00





EUROPEAN COMMISSION  
DIRECTORATE-GENERAL JUSTICE

Directorate A  
Unit A4 Programme management

Brussels, 09 DEC. 2011  
JUST/A/4 Ares(2011)1533 449

[REDACTED]  
Danish Institute for Human Rights  
Strandgade, 56  
1401 COPENHAGEN K  
DENMARK

**By Express Mail**

**Subject: Grant agreement JUST/2011/PROG/AG/ 1909**

Dear [REDACTED]

Please find enclosed two copies of the above-mentioned grant agreement duly initialled, signed and dated by the Commission's authorised representative.

You are kindly requested to return one countersigned copy of the agreement and annexes, duly initialled, signed and dated by your authorised representative<sup>1</sup> no later than fifteen (15) calendar days from the date of this letter.

Please note that this copy, including the annexes, must be initialled in the bottom right hand corner.

May I draw your attention to the following points:

- In case of non receipt – to the below-mentioned address – of the grant agreement dated and duly signed by the authorised representative within the deadline, the Commission reserves the right to cancel its commitment under the grant agreement, or in the event of any alteration or modification made to the text of the grant agreement or its annexes, the Commission reserves the right to consider the agreement as null and void and as such the Commission will no longer be bound by the terms of this grant agreement.
- The Commission strongly recommends that you read the terms and conditions of the attached grant agreement in relation to the rules applicable to eligibility of costs as defined in part B of the grant agreement. In particular please note that only the costs incurred by the organisation legally indicated as "Beneficiary" of the grant agreement are eligible.
- Please note that it is an obligation to provide a full final report package ( 1 paper copy and 1 electronic copy ) that shall consist of the final financial statement and the activity report prepared in accordance with the conditions of annex III to the grant agreement

<sup>1</sup> If the grant agreement is not signed by the person whose name appears in the grant agreement as the designated, legally authorised representative for signature, please inform the Commission immediately, communicating the full name and quality of the person authorised to represent your organisation for the purpose of signature of the present grant agreement.

Once completed, one signed copy of the grant agreement should be sent **by express mail** to the following address:

European Commission  
Directorate-General Justice  
Directorate A  
Unit A4 : Programme Management  
MO 59 - 4/016  
B - 1049 Brussels

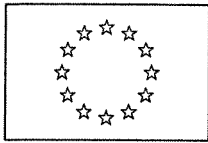
We wish you all success in implementing your work programme and are looking forward to a fruitful cooperation.

Yours faithfully,



Renatas Mazeika  
Head of unit

Encl.: 2 originals (signed by the Commission) of grant agreement **JUST/2011/PROG /AG/1909 and annexes I-III**



EUROPEAN COMMISSION  
DG JUSTICE

Directorate A  
Unit A4 : Programme Management

## GRANT AGREEMENT for an ACTION

AGREEMENT NUMBER - JUST/2011/PROG/AG/ 1909

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 **Mr Renatas MAZEIKA, Head of Unit** , Directorate General Justice, Directorate A, Civil Justice, Unit 4, Programme Management, of the one part,

and

Danish Institute for Human Rights  
Strandgade, 56  
1401 COPENHAGEN K  
DENMARK

“the beneficiary”), represented for the purposes of signature of this agreement by [REDACTED], **Director**

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
  - Annex III** Technical implementation reports to be submitted
- 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 set out in the General Conditions shall take precedence over those in the Annexes.

## 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 beneficiary hereby declares that he has taken note of and accepts, for the action entitled " MIA Award 2012 and Equality Lab II" ("the action").
- I.1.2 The beneficiary accepts the grant and undertakes to do everything in his power to carry out the action as described in Annex I, acting on his own responsibility.

### ARTICLE I.2 - DURATION

- I.2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- I.2.2 The action shall run for 12 months from **20 December 2011** ("the starting date of the action").

### ARTICLE I.3 - FINANCING THE ACTION

- I.3.1 The total cost of the action is estimated at **EUR 277.267,07**, 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.

- I.3.2 The total eligible costs of the action for which the Commission grant is awarded are estimated at **EUR 277.267,07**, as shown in the estimated budget in Annex II.

Indirect costs are eligible for flat-rate funding of **5,93 %** of the total direct eligible costs, subject to the conditions laid down in Article II.14.3.

- I.3.3 The Commission shall contribute a maximum of **EUR 221.813,66**, equivalent to **80%** 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.

- I.3.4 By way of derogation from Article II.13, the beneficiary may, 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 the 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. He shall inform the Commission in writing.

## **ARTICLE I.4 -PAYMENT ARRANGEMENTS**

### **I.4.1 Pre-financing:**

Within 45 days of the date of the receipt of the signed agreement which enters into force as specified in Article I.2.1 a pre-financing payment of **EUR 110.906,83** shall be made to the beneficiary, representing **50 %** of the amount specified in Article I.3.3.

### **I.4.2 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 technical implementation 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. In that case, the beneficiary shall have 30 days to submit the 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.5 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS**

The technical implementation reports, financial statements and other documents referred to in Article I.4 must be submitted in 2 paper copies as well as one electronic copy in English within 3 months following the closing date of the action specified in Article I.2.2.

The final technical implementation report and an executive summary must be completed using the template contained in Annex III of this agreement. They must be submitted with the accompanying documents on paper and in electronic format as indicated in the template.

The final financial statement of the costs actually incurred, which should be annexed to the final payment request, in accordance with Art. II 15.4 must be drawn up in euro by the beneficiary.

## ARTICLE I.6 - BANK ACCOUNT

1. Payments shall be made to the beneficiary's bank account or sub-account denominated in euros, as indicated below:

Name of bank:	<b>DANSKE BANK A/S</b>
Address of branch:	<b>Holmens Kanal 2, Copenhagen, Denmark</b>
Precise denomination of the account holder:	<b>DCISM-Dansk Center for Intern Studier &amp; Menneskerettigh</b>
IBAN account code:	<b>[REDACTED]</b>

2. This account or sub-account must identify the payments made by the Commission. Moreover, the funds paid to this account or sub-account shall yield interest or equivalent benefits under the law of the State on whose territory the account or sub-account is opened. Such interest or benefits shall, if they are generated by pre-financing, be deducted from the payment of the balance or recovered by the Commission as specified in Article II.16.4.

## ARTICLE I. 7 -GENERAL ADMINISTRATIVE PROVISIONS

1. Any communication addressed to the Commission in connection with this 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 JUST A4: Programme Management  
MO 59 – 04/021  
B-1049 Brussels

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.
3. Any communication addressed to the beneficiary in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following address:

**[REDACTED]**  
Danish Institute for Human Rights  
Strandgade, 56  
1401 COPENHAGEN K  
DENMARK  
**[REDACTED]**

4. Any change of address by the beneficiary shall be communicated in writing to the Commission.

## **ARTICLE I.8 - LAW APPLICABLE AND COMPETENT COURT**

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

The beneficiary 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.9 – DATA PROTECTION**

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 entity acting as data controller, without prejudice to possible transmission to bodies charged with monitoring or inspection task in application of Union law.
2. The beneficiary shall have the right of access to his/her personal data and the right to rectify any such data. Should the beneficiary have any queries concerning the processing of his/her personal data, he/she shall address them to entity acting as data controller.
3. The beneficiary shall have the right of recourse at any time to the European Data Protection Supervisor.
4. Where the agreement requires the processing of personal data by the beneficiary, the beneficiary 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.
5. The beneficiary shall limit access to the data to the staff strictly necessary for the implementation, management and monitoring of the agreement.
6. The beneficiary undertakes 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;
    - 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 its organisational structure in such a way that it meets data protection requirements.

## **ARTICLE I.10 – OTHER SPECIAL CONDITIONS**

The following additional special conditions apply to this grant agreement:

### **I.10.1 Exchange rate applicable for the conversion of currencies into euro**

The beneficiary shall submit the payment requests in accordance with article I.4, 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 beneficiary at the monthly accounting rate established by the Commission and published on its website <http://ec.europa.eu/budget/inforeuro/index.cfm> applicable on the day when the cost was incurred.

### **I.10.2 Changes of staff**

The beneficiary shall notify to the Commission of 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 receipt of the formal notification by post, the replacement of staff shall be deemed to have been agreed by the Commission.

### **I.10.3 Ownership/Use of the results**

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

- use any pre-existing intellectual property rights which have been included in the results of the action,
- use, re-use and edit the results of the action, as a whole or parts of them,
- translate and re-write the results of the action in a different language or into a different form,
- 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.10.4 Financial support to third parties

Where implementation of the action requires financial support to be given to third parties, the beneficiary may give such financial support in accordance with the description of the action in Annex I, subject to the following provisions:

The repartition of tasks between the beneficiary and the third parties is clearly presented in Annex I.

The cost of the financial support, which may not in any event exceed EUR 5,000 per each third party and a total of EUR 25,000 is shown in the estimated budget in Annex II.

The financial support takes the form of reimbursement of a specified proportion of the eligible costs actually incurred by the third party .

By way of derogation from Article II.14.1 of the General Conditions, costs incurred by third parties, recorded in their accounts in accordance with the applicable accounting principles and their usual cost-accounting practices, shall be considered eligible subject to the provisions of Article II.14 and sub-paragraphs 1 and 2 above. The actual eligible costs shall be reimbursed in accordance with the Union contribution percentage established in Article I.3.3.

The beneficiary must undertake to ensure that the conditions applicable to him under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.19 of the agreement are also applicable to the third parties.

## **II -GENERAL CONDITIONS**

### **PART A: LEGAL AND ADMINISTRATIVE PROVISIONS**

#### **ARTICLE II.1 - LIABILITY**

- II.1.1 The beneficiary shall have sole responsibility for complying with any legal obligations incumbent on him.
- 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 beneficiary 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 beneficiary 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 beneficiary undertakes 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 beneficiary 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 beneficiary take additional measures, if necessary, within a certain time.

#### **ARTICLE II.3 - OWNERSHIP/USE OF THE RESULTS**

- II.3.1 Unless stipulated otherwise in this 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 beneficiary.
- II.3.2 Without prejudice to paragraph 1, the beneficiary grants 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 beneficiary 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 beneficiary shall ensure that it has all rights to use any pre-existing intellectual property rights in implementation of the agreement.

## **ARTICLE II.4 - CONFIDENTIALITY**

The Commission and the beneficiary 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 beneficiary 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 beneficiary, 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 beneficiary authorises the Commission to publish the following information in any form and medium, including via the Internet:

- the beneficiary's name and the address,
- 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 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.

## **ARTICLE II.6 - EVALUATION**

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 beneficiary undertakes 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.19.

## ARTICLE II.7 - SUSPENSION

- II.7.1 The beneficiary may suspend implementation of the action if exceptional circumstances make this impossible or excessively difficult, notably in the event of *force majeure*. He 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.11.2, the beneficiary shall resume implementation once circumstances allow and shall inform the Commission accordingly. The duration of the action shall 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 either of them from fulfilling any of their obligations under this 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 Neither of the parties shall be held in breach of their obligations under the agreement if they are 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 beneficiary has 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, he shall award the contract to the bid offering best value for money; in doing so, he 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 beneficiary shall retain sole responsibility for carrying out the action and for compliance with the provisions of the agreement. The beneficiary 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 beneficiary must undertake to ensure that the conditions applicable to him under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.19 of the agreement are also applicable to the contractor.

## **ARTICLE II.10 - ASSIGNMENT**

II.10.1 Claims against 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 beneficiary. If the Commission agrees, it must make its agreement known in writing 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 beneficiary from his obligations to the Commission.

## **ARTICLE II.11 – TERMINATION OF THE AGREEMENT**

### **II.11.1 Termination by the beneficiary**

In duly justified cases, the beneficiary may withdraw his 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 beneficiary shall be deemed to have terminated this agreement improperly, with the consequences set out in the third subparagraph of paragraph 4.

### **II.11.2 Termination by the Commission**

The Commission may decide to terminate the agreement, without any indemnity on its part, in the following circumstances:

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- (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.11.3 Termination procedure**

The procedure is initiated by registered letter with acknowledgement of receipt or equivalent.

In the cases referred to in points (a), (b), (d), (e), (g) and (h) above, the beneficiary shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his 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 is received.

If 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 is received.

#### **II.11.4 Effects of termination**

In the event of termination, payments by the Commission shall be limited to the eligible costs actually incurred by the beneficiary 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 beneficiary shall have 60 days from the date when termination 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 beneficiary 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.

By way of exception, at the end of the period of notice referred to in paragraph 3, where the Commission is terminating the agreement on the grounds that the beneficiary has failed to produce the final technical implementation report and financial statement within the deadline stipulated in Article I.5 and the beneficiary 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 beneficiary 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 by the beneficiary 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 beneficiary to submit his 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 beneficiary declared to be in grave breach of his obligations shall be liable to financial penalties of between 2% and 10% of the value 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 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 If the request for amendment is made by the beneficiary, he must send it 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 beneficiary 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 the 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 the 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 beneficiary's 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 the 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).

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 beneficiary using his 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.3.2 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 the 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.3.3 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 beneficiary 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 an action grant 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.4 of the Special Conditions.

### **II.15.1 Pre-financing**

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

Where required by the provisions of Article I.4 on pre-financing, the beneficiary shall provide a financial guarantee from a bank or an approved financial institution established in one of the Member States of the Union.

The guarantor shall stand as first demand guarantor and shall not require the Commission to have recourse against the principal debtor (the 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 beneficiary or, in the absence of such clearing, three months after a recovery is notified to the 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 beneficiary may request a further pre-financing payment once he has used up the percentage of the previous payment specified in the provisions of Article I.4 on further pre-financing. The request shall be accompanied by the following documents:

- a detailed statement of the eligible costs actually incurred;
- where required by the above-mentioned provisions of Article I.4, a financial guarantee in accordance with paragraph 1;
- where required by the above-mentioned provisions of Article I.4, 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;
- 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.5 and the annexes.

### **II.15.3 Interim payments**

Interim payments are intended to reimburse the beneficiary 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 pre-financing.

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the action;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- where required by the provisions of Article I.4 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. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the beneficiary 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.5 and the annexes. The beneficiary 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 his 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.4 in order to:

- approve the interim report on implementation of the action;
- ask the beneficiary 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 beneficiary shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The beneficiary shall have the period laid down in Article I.4 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.11.2 (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 beneficiary 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.5, the beneficiary 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;
- a full summary statement of the receipts and expenditure of the action;
- where required by the provisions of Article I.4 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. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the beneficiary 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.5 and the annexes. The beneficiary 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 his 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.4 in order to:

- approve the final report on implementation of the action;

- ask the beneficiary 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 beneficiary shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The beneficiary shall have the period laid down in Article I.4 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.11.2 (b).

#### **II.15.5 Payment currency and 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 the 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 euros 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.4 at any time for the purposes of additional checks by notifying the beneficiary 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 the 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.19.

The Commission may also suspend its payments:

- if there is a suspicion of irregularity committed by the beneficiary in the implementation of the grant agreement;
- if there is a suspected or established irregularity committed by the 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 it. 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 beneficiary 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.4, and without prejudice to paragraph 2 of this Article, the beneficiary is 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 beneficiary 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 50 000, as provided for in Article I.4, from the payment of the balance of the amount due to the beneficiary. 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 beneficiary 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.18.

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

II.16.5 The beneficiary 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 beneficiary's right to appeal against the Commission's decision pursuant to Article I.8. 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.19, the Commission shall adopt the amount of the final payment to be granted to the beneficiary on the basis of the documents referred to in Article II.15.4 which it has approved.

II.17.2 The total amount paid to the beneficiary by the Commission may not in any circumstances exceed the maximum amount of the grant laid down in Article I.3.3, even if the total actual eligible costs exceed the estimated total eligible costs specified in Article I.3.2.

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.3.3 to the actual eligible costs approved by the Commission.

II.17.4 The beneficiary hereby agrees 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 him.

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 beneficiary 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.3.1 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 this 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 beneficiary. 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 - RECOVERY**

II.18.1 If any amount is unduly paid to the beneficiary or if recovery is justified under the terms of the agreement, the beneficiary undertakes to repay the Commission the sum in question on whatever terms and by whatever date it may specify.

II.18.2 If the beneficiary fails to pay by the date set by the Commission, the sum 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.18.3 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 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 acknowledgement of receipt or equivalent, or 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.

II.18.4 Bank charges occasioned by the recovery of the sums owed to the Commission shall be borne solely by the beneficiary.

II.18.5 The beneficiary understands 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.19 - CHECKS AND AUDITS**

II.19.1 The beneficiary 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.

II.19.2 The beneficiary 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 for a period of five years from the date of payment of the balance specified in Article I.4.

II.19.3 The beneficiary agrees 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.19.4 The beneficiary undertakes 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.19.5 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.19.6 The Court of Auditors shall have the same rights as the Commission, notably right of access, as regards checks and audits.

## SIGNATURES

For the beneficiary



Director

For the Commission

Renatas MAZEIKA  
Head of Unit



Done at

*Copenhagen*  
*14/12/2011*

In duplicate in English.

Done at Brussels,

*07/12/2011*



1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

2. The second part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.