

## MODEL FOR THE CERTIFICATE ON THE METHODOLOGY

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INDEPENDENT REPORT OF FACTUAL FINDINGS ON THE METHODOLOGY CONCERNING GRANT  
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**Terms of reference for an audit engagement for a methodology certificate in connection with one or more grant agreements financed under the Horizon 2020 Research and Innovation Framework Programme**

This document sets out the **‘Terms of Reference (ToR)’** under which

[OPTION 1: *[insert name of the partner] (‘the Partner’)*] [OPTION 2: *[insert name of the linked third party] (‘the Linked Third Party’), third party linked to the Partner [insert name of the partner] (‘the Partner’)*]

agrees to engage

**[insert legal name of the auditor]** (‘the Auditor’)

to produce an independent report of factual findings (‘the Report’) concerning the *[Partner’s] [Linked Third Party’s]* usual accounting practices for calculating and claiming direct personnel costs declared as unit costs (‘the Methodology’) in connection with grant agreements financed under the Horizon 2020 Research and Innovation Framework Programme.

The procedures to be carried out for the assessment of the methodology will be based on the grant agreement(s) detailed below:

**[title and number of the grant agreement(s)]** (‘the Agreement(s)’)

The Agreement(s) has(have) been concluded between the KIC LE on behalf of the Partner *and the EIT*.

The *EIT* is mentioned as a signatory of the Agreement with the KIC LE on behalf of the Partner only. The *European Union* is not a party to this engagement.

### **1.1 Subject of the engagement**

According to Article 24 of the Framework Partnership Agreement, partners *[and linked third parties]* that declare direct personnel costs as unit costs calculated in accordance with their usual cost accounting practices may submit to the *EIT*, for approval, a certificate on the methodology (‘CoMUC’) stating that there are adequate records and documentation to prove that their cost accounting practices used comply with the conditions set out in Point A of Article 5.2 SGA.

The subject of this engagement is the CoMUC which is composed of two separate documents:

- the Terms of Reference (‘the ToR’) to be signed by the *[ Partner] [Linked Third Party]* and the Auditor;
- the Auditor’s Independent Report of Factual Findings (‘the Report’) issued on the Auditor’s letterhead, dated, stamped and signed by the Auditor which includes; the standard statements (‘the Statements’) evaluated and signed by the *[Partner] [Linked Third Party]*, the agreed-upon procedures (‘the Procedures’) performed by the Auditor and the standard factual findings (‘the Findings’) assessed by the Auditor. The Statements, Procedures and Findings are summarised in the table that forms part of the Report.

The information provided through the Statements, the Procedures and the Findings will enable the EIT to draw conclusions regarding the existence of the [Partner's] [Linked Third Party's] usual cost accounting practice and its suitability to ensure that direct personnel costs claimed on that basis comply with the provisions of the Agreement. The EIT draws its own conclusions from the Report and any additional information it may require.

## 1.2 Responsibilities

The parties to this agreement are the [Partner] [Linked Third Party] and the Auditor.

The [Partner] [Linked Third Party]:

- is responsible for preparing financial statements for the Agreement(s) ('the Financial Statements') in compliance with those Agreements;
- is responsible for providing the Financial Statement(s) to the Auditor and enabling the Auditor to reconcile them with the [Partner's] [Linked Third Party's] accounting and bookkeeping system and the underlying accounts and records. The Financial Statement(s) will be used as a basis for the procedures which the Auditor will carry out under this ToR;
- is responsible for its Methodology and liable for the accuracy of the Financial Statement(s);
- is responsible for endorsing or refuting the Statements indicated under the heading 'Statements to be made by the Partner / Linked Third Party' in the first column of the table that forms part of the Report;
- must provide the Auditor with a signed and dated representation letter;
- accepts that the ability of the Auditor to carry out the Procedures effectively depends upon the [Partner] [Linked Third Party] providing full and free access to the [Partner] [Linked Third Party's] staff and to its accounting and other relevant records.

The Auditor:

- *[Option 1 by default: is qualified to carry out statutory audits of accounting documents in accordance with Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts, amending Council Directives 78/660/EEC and 83/349/EEC and repealing Council Directive 84/253/EEC or similar national regulations].*
- *[Option 2 if the Partner or Linked Third Party has an independent Public Officer: is a competent and independent Public Officer for which the relevant national authorities have established the legal capacity to audit the Partner].*
- *[Option 3 if the Partner or Linked Third Party is an international organisation: is an [internal] [external] auditor in accordance with the internal financial regulations and procedures of the international organisation].*

The Auditor:

- must be independent from the Partner *[and the Linked Third Party]*, in particular, it must not have been involved in preparing the Partner's *[and Linked Third Party's]* Financial Statement(s);
- must plan work so that the Procedures may be carried out and the Findings may be assessed;
- must adhere to the Procedures laid down and the compulsory report format;

- must carry out the engagement in accordance with these ToR;
- must document matters which are important to support the Report;
- must base its Report on the evidence gathered;
- must submit the Report to the [Partner] [Linked Third Party].

The EIT sets out the Procedures to be carried out and the Findings to be endorsed by the Auditor. The Auditor is not responsible for their suitability or pertinence. As this engagement is not an assurance engagement the Auditor does not provide an audit opinion or a statement of assurance.

### 1.3 Applicable Standards

The Auditor must comply with these Terms of Reference and with<sup>1</sup>:

- the International Standard on Related Services ('ISRS') 4400 *Engagements to perform Agreed-upon Procedures regarding Financial Information* as issued by the International Auditing and Assurance Standards Board (IAASB);
- the *Code of Ethics for Professional Accountants* issued by the International Ethics Standards Board for Accountants (IESBA). Although ISRS 4400 states that independence is not a requirement for engagements to carry out agreed-upon procedures, the EIT requires that the Auditor also complies with the Code's independence requirements.

The Auditor's Report must state that there was no conflict of interests in establishing this Report between the Auditor and the Partner [and the Linked Third Party] that could have a bearing on the Report, and must specify – if the service is invoiced - the total fee paid to the Auditor for providing the Report.

### 1.4 Reporting

The Report must be written in the language of the Agreement (see Article 16.7 SGA).

Under Article 28 of the Framework Partnership Agreement, the Commission, *the EIT*, the European Anti-Fraud Office and the Court of Auditors have the right to audit any work that is carried out under the action and for which costs are claimed from *the European Union*. This includes work related to this engagement. The Auditor must provide access to all working papers related to this assignment if the Commission, *the EIT*, the European Anti-Fraud Office or the European Court of Auditors requests them.

### 1.5 Timing

The Report must be provided by [dd Month yyyy].

### 1.6 Other Terms

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<sup>1</sup> Supreme Audit Institutions applying INTOSAI-standards may carry out the Procedures according to the corresponding International Standards of Supreme Audit Institutions and code of ethics issued by INTOSAI instead of the International Standard on Related Services ('ISRS') 4400 and the Code of Ethics for Professional Accountants issued by the IAASB and the IESBA.

**Annex 6 - FPA2016/EIT/EIT InnoEnergy**

Specific Grant Agreement No. EIT/EIT InnoEnergy/SGA20XX/X

*[The [Partner] [Linked Third Party] and the Auditor can use this section to agree other specific terms, such as the Auditor's fees, liability, applicable law, etc. Those specific terms must not contradict the terms specified above.]*

[legal name of the Auditor]

[legal name of the [Partner] [Linked Third  
Party]]

[name &amp; title of authorised representative]

[name &amp; title of authorised representative]

[dd Month yyyy]

[dd Month yyyy]

Signature of the Auditor

Signature of the [Partner][Linked Third Party]

**Independent report of factual findings on the methodology concerning grant agreements financed  
under the Horizon 2020 Research and Innovation Framework Programme**

*(To be printed on letterhead paper of the auditor)*

To  
[ name of contact person(s)], [Position]  
[[Partner's] [Linked Third Party's] name]  
[ Address]  
[ dd Month yyyy]

Dear [Name of contact person(s)],

As agreed under the terms of reference dated [dd Month yyyy]

with [OPTION 1: [insert name of the Partner] ('the Partner')] [OPTION 2: [insert name of the linked third party] ('the Linked Third Party'), third party linked to the Partner [insert name of the Partner] ('the Partner')],

we

[ name of the auditor] ('the Auditor'),

established at

[full address/city/state/province/country],

represented by

[name and function of an authorised representative],

have carried out the agreed-upon procedures ('the Procedures') and provide hereby our Independent Report of Factual Findings ('the Report'), concerning the [Partner's] [Linked Third Party's] usual accounting practices for calculating and declaring direct personnel costs declared as unit costs ('the Methodology').

You requested certain procedures to be carried out in connection with the grant(s)

[title and number of the grant agreement(s)] ('the Agreement(s)').

### **The Report**

Our engagement was carried out in accordance with the terms of reference ('the ToR') appended to this Report. The Report includes: the standard statements ('the Statements') made by the [Partner] [Linked Third Party], the agreed-upon procedures ('the Procedures') carried out and the standard factual findings ('the Findings') confirmed by us.

The engagement involved carrying out the Procedures and assessing the Findings and the documentation requested appended to this Report, the results of which the EIT uses to draw conclusions regarding the acceptability of the Methodology applied by the [Partner] [Linked Third Party].

The Report covers the methodology used from [dd Month yyyy]. In the event that the [Partner] [Linked Third Party] changes this methodology, the Report will not be applicable to any Financial Statement<sup>2</sup> submitted thereafter.

The scope of the Procedures and the definition of the standard statements and findings were determined solely by the EIT. Therefore, the Auditor is not responsible for their suitability or pertinence.

Since the Procedures carried out constitute neither an audit nor a review made in accordance with International Standards on Auditing or International Standards on Review Engagements, we do not give a statement of assurance on the costs declared on the basis of the [Partner's] [Linked Third Party's] Methodology. Had we carried out additional procedures or had we performed an audit or review in accordance with these standards, other matters might have come to its attention and would have been included in the Report.

### Exceptions

Apart from the exceptions listed below, the [Partner] [Linked Third Party] agreed with the standard Statements and provided the Auditor all the documentation and accounting information needed by the Auditor to carry out the requested Procedures and corroborate the standard Findings.

List here any exception and add any information on the cause and possible consequences of each exception, if known. If the exception is quantifiable, also indicate the corresponding amount.

.....

*Explanation of possible exceptions in the form of examples (to be removed from the Report):*

- i. the [Partner] [Linked Third Party] did not agree with the standard Statement number ... because...;*
- ii. the Auditor could not carry out the procedure ... established because .... (e.g. due to the inability to reconcile key information or the unavailability or inconsistency of data);*
- iii. the Auditor could not confirm or corroborate the standard Finding number ... because ....*

### Remarks

We would like to add the following remarks relevant for the proper understanding of the Methodology applied by the [Partner] [Linked Third Party] or the results reported.

*Example (to be removed from the Report):*

- Regarding the methodology applied to calculate hourly rates ...*
- Regarding standard Finding 15 it has to be noted that ...*
- The [Partner] [Linked Third Party] explained the deviation from the benchmark statement XXIV concerning time recording for personnel with no exclusive dedication to the action in the following manner: ...*

...

<sup>2</sup> Financial Statement in this context refers solely to Annex 3 to the Specific Agreement by which the Partner declares costs under the Agreement.

**Annexes**

Please provide the following documents to the auditor and annex them to the report when submitting this CoMUC to the EIT:

1. Brief description of the methodology for calculating personnel costs, productive hours and hourly rates;
2. Brief description of the time recording system in place;
3. An example of the time records used by the [Partner] [Linked Third Party];
4. Description of any budgeted or estimated elements applied together with an explanation as to why they are relevant for calculating the personnel costs and how they are based on objective and verifiable information;
5. A summary sheet with the hourly rate for direct personnel declared by the [Partner] [Linked Third Party] and recalculated by the Auditor for each staff member included in the sample (the names do not need to be reported);
6. A comparative table summarising for each person selected in the sample a) the time claimed by the [Partner] [Linked Third Party] in the Financial Statement(s) and b) the time according to the time record verified by the Auditor;
7. A copy of the letter of representation provided to the Auditor.

**Use of this Report**

This Report has been drawn up solely for the purpose given under Point 1.1 Reasons for the engagement.

**The Report:**

- is confidential and is intended to be submitted to the EIT by the [Partner] [Linked Third Party] in connection with Article 24 of the Framework Partnership Agreement;
- may not be used by the [Partner] [Linked Third Party] or by the EIT for any other purpose, nor distributed to any other parties;
- may be disclosed by the EIT only to authorised parties, in particular the European Anti-Fraud Office (OLAF) and the European Court of Auditors.
- relates only to the usual cost accounting practices specified above and does not constitute a report on the Financial Statements of the [Partner] [Linked Third Party].

No conflict of interest<sup>3</sup> exists between the Auditor and the Partner [and the Linked Third Party] that could have a bearing on the Report. The total fee paid to the Auditor for producing the Report was EUR [ ] (including EUR [ ] of deductible VAT).

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<sup>3</sup> A conflict of interest arises when the Auditor's objectivity to establish the certificate is compromised in fact or in appearance when the Auditor for instance:

- was involved in the preparation of the Financial Statements;
- stands to benefit directly should the certificate be accepted;
- has a close relationship with any person representing the Partner;
- is a director, trustee or partner of the Partner; or
- is in any other situation that compromises his or her independence or ability to establish the certificate impartially.



**Annex 6 - FPA2016/EIT/EIT InnoEnergy**

Specific Grant Agreement No. EIT/EIT InnoEnergy/SGA20XX/X

We look forward to discussing our Report with you and would be pleased to provide any further information or assistance which may be required.

Yours sincerely

[legal name of the Auditor]

[name and title of the authorised representative]

[dd Month yyyy]

Signature of the Auditor

**Statements to be made by the Partner/Linked Third Party ('the Statements') and Procedures to be carried out by the Auditor ('the Procedures') and standard factual findings ('the Findings') to be confirmed by the Auditor**

The EIT reserves the right to provide the auditor with guidance regarding the Statements to be made, the Procedures to be carried out or the Findings to be ascertained and the way in which to present them. The EIT reserves the right to vary the Statements, Procedures or Findings by written notification to the Partner/Linked Third Party to adapt the procedures to changes in the grant agreement(s) or to any other circumstances.

If this methodology certificate relates to the Linked Third Party's usual accounting practices for calculating and claiming direct personnel costs declared as unit costs any reference here below to 'the Partner' is to be considered as a reference to 'the Linked Third Party'.

<i>Please explain any discrepancies in the body of the Report.</i>	
Statements to be made by Partner	Procedures to be carried out and Findings to be confirmed by the Auditor
<b>A. Use of the Methodology</b>  I. The cost accounting practice described below has been in use since [dd Month yyyy].  II. The next planned alteration to the methodology used by the Partner will be from [dd Month yyyy].	<b>Procedure:</b>  ✓ The Auditor checked these dates against the documentation the Partner has provided.  <b>Factual finding:</b>  1. The dates provided by the Partner were consistent with the documentation.
<b>B. Description of the Methodology</b>  III. The methodology to calculate unit costs is being used in a consistent manner and is reflected in the relevant procedures.  <i>[Please describe the methodology your entity uses to calculate <u>personnel</u> costs, productive hours and hourly rates, present your description to the Auditor and annex it to this certificate]</i>  <i>[If the statement of section "B. Description of the methodology" cannot be endorsed by the Partner or there is no written methodology to calculate unit costs it should be listed here below and reported as exception by the Auditor in the main Report of Factual Findings:            - ...]</i>	<b>Procedure:</b>  ✓ The Auditor reviewed the description, the relevant manuals and/or internal guidance documents describing the methodology.  <b>Factual finding:</b>  2. The brief description was consistent with the relevant manuals, internal guidance and/or other documentary evidence the Auditor has reviewed.  3. The methodology was generally applied by the Partner as part of its usual costs accounting practices.
<b>C. Personnel costs</b>  <u>General</u> IV. The unit costs (hourly rates) are limited to	<b>Procedure:</b>  <i>The Auditor draws a sample of employees to carry out the procedures indicated in this section</i>

<i>Please explain any discrepancies in the body of the Report.</i>	
Statements to be made by Partner	Procedures to be carried out and Findings to be confirmed by the Auditor
<p>salaries including during parental leave, social security contributions, taxes and other costs included in the remuneration required under national law and the employment contract or equivalent appointing act;</p> <p>V. Employees are hired directly by the Partner in accordance with national law, and work under its sole supervision and responsibility;</p> <p>VI. The Partner remunerates its employees in accordance with its usual practices. This means that personnel costs are charged in line with the Partner's usual payroll policy (e.g. salary policy, overtime policy, variable pay) and no special conditions exist for employees assigned to tasks relating to the European Union or Euratom, unless explicitly provided for in the grant agreement(s);</p> <p>VII. The Partner allocates its employees to the relevant group/category/cost centre for the purpose of the unit cost calculation in line with the usual cost accounting practice;</p> <p>VIII. Personnel costs are based on the payroll system and accounting system.</p> <p>IX. Any exceptional adjustments of actual personnel costs resulted from relevant budgeted or estimated elements and were based on objective and verifiable information. <i>[Please describe the 'budgeted or estimated elements' and their relevance to personnel costs, and explain how they were reasonable and based on objective and verifiable information, present your explanation to the Auditor and annex it to this certificate].</i></p> <p>X. Personnel costs claimed do not contain any of the following ineligible costs: costs related to return on capital; debt and debt service charges; provisions for future losses or debts; interest owed; doubtful debts; currency exchange losses; bank costs charged by the Partner's bank for</p>	<p><i>C and the following sections D to F.</i>  <i>[The Auditor has drawn a random sample of 10 employees assigned to the Horizon 2020 action(s). If fewer than 10 employees are assigned to the Horizon 2020 action(s), the Auditor has selected all employees assigned to the Horizon 2020 action(s), complemented by other employees irrespective of their assignments until he has reached 10 employees.]. For this sample:</i></p> <ul style="list-style-type: none"> <li>✓ the Auditor reviewed all documents relating to personnel costs such as employment contracts, payslips, payroll policy (e.g. salary policy, overtime policy, variable pay policy), accounting and payroll records, applicable national tax, labour and social security law and any other documents corroborating the personnel costs claimed;</li> <li>✓ in particular, the Auditor reviewed the employment contracts of the employees in the sample to verify that: <ul style="list-style-type: none"> <li>i. they were employed directly by the Partner in accordance with applicable national legislation;</li> <li>ii. they were working under the sole technical supervision and responsibility of the latter;</li> <li>iii. they were remunerated in accordance with the Partner's usual practices;</li> <li>iv. they were allocated to the correct group/category/cost centre for the purposes of calculating the unit cost in line with the Partner's usual cost accounting practices;</li> </ul> </li> <li>✓ the Auditor verified that any ineligible items or any costs claimed under other costs categories or costs covered by other types of grant or by other grants financed from the European Union budget have not been taken into account when calculating the personnel</li> </ul>

<i>Please explain any discrepancies in the body of the Report.</i>	
Statements to be made by Partner	Procedures to be carried out and Findings to be confirmed by the Auditor
<p>transfers from the EIT; excessive or reckless expenditure; deductible VAT or costs incurred during suspension of the implementation of the action.</p> <p>XI. Personnel costs were not declared under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU budget and grants awarded by bodies other than the EIT for the purpose of implementing the EU or Euratom budget in the same period, unless the Partner can demonstrate that the operating grant does not cover any costs of the action).</p> <p><u>If additional remuneration as referred to in the grant agreement(s) is paid</u></p> <p>XII. The Partner is a non-profit legal entity;</p> <p>XIII. The additional remuneration is part of the Partner's usual remuneration practices and paid consistently whenever the relevant work or expertise is required;</p> <p>XIV. The criteria used to calculate the additional remuneration are objective and generally applied regardless of the source of funding;</p> <p>XV. The additional remuneration included in the personnel costs used to calculate the hourly rates for the grant agreement(s) is capped at EUR 8 000 per full-time equivalent (reduced proportionately if the employee is not assigned exclusively to the action).</p> <p><i>[If certain statement(s) of section "C. Personnel costs" cannot be endorsed by the Partner they should be listed here below and reported as exception by the Auditor in the main Report of Factual Findings:</i></p> <p><i>- ...]</i></p>	<p>costs;</p> <ul style="list-style-type: none"> <li>✓ the Auditor numerically reconciled the total amount of personnel costs used to calculate the unit cost with the total amount of personnel costs recorded in the statutory accounts and the payroll system.</li> <li>✓ to the extent that actual personnel costs were adjusted on the basis of budgeted or estimated elements, the Auditor carefully examined those elements and checked the information source to confirm that they correspond to objective and verifiable information;</li> <li>✓ if additional remuneration has been claimed, the Auditor verified that the Partner was a non-profit legal entity, that the amount was capped at EUR 8000 per full-time equivalent and that it was reduced proportionately for employees not assigned exclusively to the action(s).</li> <li>✓ the Auditor recalculated the personnel costs for the employees in the sample.</li> </ul> <p><b>Factual finding:</b></p> <ol style="list-style-type: none"> <li>4. All the components of the remuneration that have been claimed as personnel costs are supported by underlying documentation.</li> <li>5. The employees in the sample were employed directly by the Partner in accordance with applicable national law and were working under its sole supervision and responsibility.</li> <li>6. Their employment contracts were in line with the Partner's usual policy;</li> <li>7. Personnel costs were duly documented and consisted solely of salaries, social security contributions (pension contributions, health insurance, unemployment fund contributions, etc.), taxes and other statutory costs</li> </ol>

<i>Please explain any discrepancies in the body of the Report.</i>	
Statements to be made by Partner	Procedures to be carried out and Findings to be confirmed by the Auditor
	<p>included in the remuneration (holiday pay, thirteenth month's pay, etc.);</p> <p>8. The totals used to calculate the personnel unit costs are consistent with those registered in the payroll and accounting records;</p> <p>9. To the extent that actual personnel costs were adjusted on the basis of budgeted or estimated elements, those elements were relevant for calculating the personnel costs and correspond to objective and verifiable information. The budgeted or estimated elements used are: — (indicate the elements and their values).</p> <p>10. Personnel costs contained no ineligible elements;</p> <p>11. Specific conditions for eligibility were fulfilled when additional remuneration was paid: a) the Partner is registered in the grant agreements as a non-profit legal entity; b) it was paid according to objective criteria generally applied regardless of the source of funding used and c) remuneration was capped at EUR 8000 per full-time equivalent (or up to up to the equivalent pro-rata amount if the person did not work on the action full-time during the year or did not work exclusively on the action).</p>
<p><b>D. Productive hours</b></p> <p>XVI. The number of productive hours per full-time employee applied is <i>[delete as appropriate]</i>:</p> <p>A. 1720 productive hours per year for a person working full-time (corresponding pro-rata for persons not working full time).</p> <p>B. the total number of hours worked in the year by a person for the Partner</p> <p>C. the standard number of annual hours generally applied by the Partner for</p>	<p><b>Procedure (same sample basis as for Section C: Personnel costs):</b></p> <ul style="list-style-type: none"> <li>✓ The Auditor verified that the number of productive hours applied is in accordance with method A, B or C.</li> <li>✓ The Auditor checked that the number of productive hours per full-time employee is correct.</li> <li>✓ If method B is applied the Auditor verified i) the manner in which the total number of hours worked was done and ii) that the contract specified the annual</li> </ul>

<i>Please explain any discrepancies in the body of the Report.</i>	
Statements to be made by Partner	Procedures to be carried out and Findings to be confirmed by the Auditor
<p>its personnel in accordance with its usual cost accounting practices. This number must be at least 90% of the standard annual workable hours.</p> <p><u>If method B is applied</u></p> <p>XVII. The calculation of the total number of hours worked was done as follows: annual workable hours of the person according to the employment contract, applicable labour agreement or national law plus overtime worked minus absences (such as sick leave and special leave).</p> <p>XVIII. 'Annual workable hours' are hours during which the personnel must be working, at the employer's disposal and carrying out his/her activity or duties under the employment contract, applicable collective labour agreement or national working time legislation.</p> <p>XIX. The contract (applicable collective labour agreement or national working time legislation) do specify the working time enabling to calculate the annual workable hours.</p> <p><u>If method C is applied</u></p> <p>XX. The standard number of productive hours per year is that of a full-time equivalent.</p> <p>XXI. The number of productive hours per year on which the hourly rate is based i) corresponds to the Partner's usual accounting practices; ii) is at least 90% of the standard number of workable (working) hours per year.</p> <p>XXII. Standard workable (working) hours are hours during which personnel are at the Partner's disposal performing the duties described in the relevant employment contract, collective labour agreement or national labour legislation. The number of standard annual workable (working) hours that the Partner claims is supported by labour contracts, national legislation and</p>	<p>workable hours by inspecting all the relevant documents, national legislation, labour agreements and contracts.</p> <p>✓ If method C is applied the Auditor reviewed the manner in which the standard number of working hours per year has been calculated by inspecting all the relevant documents, national legislation, labour agreements and contracts and verified that the number of productive hours per year used for these calculations was at least 90% of the standard number of working hours per year.</p> <p><b>Factual finding:</b></p> <p><u>General</u></p> <p>12. The Partner applied a number of productive hours consistent with method A, B or C detailed in the left-hand column.</p> <p>13. The number of productive hours per year per full-time employee was accurate.</p> <p><u>If method B is applied</u></p> <p>14. The number of 'annual workable hours', overtime and absences was verifiable based on the documents provided by the Partner and the calculation of the total number of hours worked was accurate.</p> <p>15. The contract specified the working time enabling to calculate the annual workable hours.</p> <p><u>If method C is applied</u></p> <p>16. The calculation of the number of productive hours per year corresponded to the usual costs accounting practice of the Partner.</p> <p>17. The calculation of the standard number of workable (working) hours per year was corroborated by the documents</p>



<i>Please explain any discrepancies in the body of the Report.</i>	
Statements to be made by Partner	Procedures to be carried out and Findings to be confirmed by the Auditor
<p>other documentary evidence.</p> <p><i>[If certain statement(s) of section "D. Productive hours" cannot be endorsed by the Partner they should be listed here below and reported as exception by the Auditor:</i></p> <p>- ...]</p>	<p>presented by the Partner.</p> <p>18. The number of productive hours per year used for the calculation of the hourly rate was at least 90% of the number of workable (working) hours per year.</p>
<p><b>E. Hourly rates</b></p> <p>The hourly rates are correct because:</p> <p>XXIII. Hourly rates are correctly calculated since they result from dividing annual personnel costs by the productive hours of a given year and group (e.g. staff category or department or cost centre depending on the methodology applied) and they are in line with the statements made in section C. and D. above.</p> <p><i>[If the statement of section 'E. Hourly rates' cannot be endorsed by the Partner they should be listed here below and reported as exception by the Auditor:</i></p> <p>- ...]</p>	<p><b>Procedure</b></p> <ul style="list-style-type: none"> <li>✓ The Auditor has obtained a list of all personnel rates calculated by the Partner in accordance with the methodology used.</li> <li>✓ The Auditor has obtained a list of all the relevant employees, based on which the personnel rate(s) are calculated.</li> </ul> <p>For 10 full-time equivalent employees selected at random (same sample basis as Section C: Personnel costs):</p> <ul style="list-style-type: none"> <li>✓ The Auditor recalculated the hourly rates.</li> <li>✓ The Auditor verified that the methodology applied corresponds to the usual accounting practices of the organisation and is applied consistently for all activities of the organisation on the basis of objective criteria irrespective of the source of funding.</li> </ul> <p><b>Factual finding:</b></p> <p>19. No differences arose from the recalculation of the hourly rate for the employees included in the sample.</p>
<p><b>F. Time recording</b></p> <p>XXIV. Time recording is in place for all persons with no exclusive dedication to one Horizon 2020 action. At least all hours worked in connection with the grant agreement(s) are registered on a <b>daily/weekly/monthly</b> basis <i>[delete as appropriate]</i> using a <b>paper/computer-</b></p>	<p><b>Procedure</b></p> <ul style="list-style-type: none"> <li>✓ The Auditor reviewed the brief description, all relevant manuals and/or internal guidance describing the methodology used to record time.</li> </ul> <p>The Auditor reviewed the time records of the</p>

<i>Please explain any discrepancies in the body of the Report.</i>	
Statements to be made by Partner	Procedures to be carried out and Findings to be confirmed by the Auditor
<p><b>based system</b> <i>[delete as appropriate];</i></p> <p>XXV. For persons exclusively assigned to one Horizon 2020 activity the Partner has either signed a declaration to that effect or has put arrangements in place to record their working time;</p> <p>XXVI. Records of time worked have been signed by the person concerned (on paper or electronically) and approved by the action manager or line manager at least monthly;</p> <p>XXVII. Measures are in place to prevent staff from:</p> <ul style="list-style-type: none"> <li>i. recording the same hours twice,</li> <li>ii. recording working hours during absence periods (e.g. holidays, sick leave),</li> <li>iii. recording more than the number of productive hours per year used to calculate the hourly rates, and</li> <li>iv. recording hours worked outside the action period.</li> </ul> <p>XXVIII. No working time was recorded outside the action period;</p> <p>XXIX. No more hours were claimed than the productive hours used to calculate the hourly personnel rates.</p> <p><i>[Please provide a brief description of the <u>time recording system</u> in place together with the measures applied to ensure its reliability to the Auditor and annex it to the present certificate<sup>4</sup>].</i></p> <p><i>[If certain statement(s) of section "F. Time</i></p>	<p>random sample of 10 full-time equivalents referred to under Section C: Personnel costs, and verified in particular:</p> <ul style="list-style-type: none"> <li>✓ that time records were available for all persons with not exclusive assignment to the action;</li> <li>✓ that time records were available for persons working exclusively for a Horizon 2020 action, or, alternatively, that a declaration signed by the Partner was available for them certifying that they were working exclusively for a Horizon 2020 action;</li> <li>✓ that time records were signed and approved in due time and that all minimum requirements were fulfilled;</li> <li>✓ that the persons worked for the action in the periods claimed;</li> <li>✓ that no more hours were claimed than the productive hours used to calculate the hourly personnel rates;</li> <li>✓ that internal controls were in place to prevent that time is recorded twice, during absences for holidays or sick leave; that more hours are claimed per person per year for Horizon 2020 actions than the number of productive hours per year used to calculate the hourly rates; that working time is recorded outside the action period;</li> <li>✓ the Auditor cross-checked the information with human-resources records to verify consistency and to ensure that the internal controls have been effective. In addition, the Auditor has verified that no more hours were</li> </ul>

<sup>4</sup> The description of the time recording system must state among others information on the content of the time records, its coverage (full or action time-recording, for all personnel or only for personnel involved in H2020 actions), its degree of detail (whether there is a reference to the particular tasks accomplished), its form, periodicity of the time registration and authorisation (paper or a computer-based system; on a daily, weekly or monthly basis; signed and countersigned by whom), controls applied to prevent double-charging of time or ensure consistency with HR-records such as absences and travels as well as its information flow up to its use for the preparation of the Financial Statements.



<i>Please explain any discrepancies in the body of the Report.</i>	
Statements to be made by Partner	Procedures to be carried out and Findings to be confirmed by the Auditor
<p>recording" cannot be endorsed by the Partner they should be listed here below and reported as exception by the Auditor:</p> <p>- ...]</p>	<p>charged to Horizon 2020 actions per person per year than the number of productive hours per year used to calculate the hourly rates, and verified that no time worked outside the action period was charged to the action.</p> <p><b>Factual finding:</b></p> <p>20. The brief description, manuals and/or internal guidance on time recording provided by the Partner were consistent with management reports/records and other documents reviewed and were generally applied by the Partner to produce the financial statements.</p> <p>21. For the random sample time was recorded or, in the case of employees working exclusively for the action, either a signed declaration or time records were available;</p> <p>22. For the random sample the time records were signed by the employee and the action manager/line manager, at least monthly.</p> <p>23. Working time claimed for the action occurred in the periods claimed;</p> <p>24. No more hours were claimed than the number productive hours used to calculate the hourly personnel rates;</p> <p>25. There is proof that the Partner has checked that working time has not been claimed twice, that it is consistent with absence records and the number of productive hours per year, and that no working time has been claimed outside the action period.</p> <p>26. Working time claimed is consistent with that on record at the human-resources department.</p>

*[official name of the [Partner] [Linked Third Party]]*  
*[name and title of authorised representative]*

*[official name of the Auditor]*  
*[name and title of authorised representative]*

*[dd Month yyyy]*

*<Signature of the [Partner] [Linked Third Party]>*

*[dd Month yyyy]*

*<Signature of the Auditor>*

SIGNATURE

For the KIC Partner/new KIC Partner/new KIC LE:

[function/forename/surname]

[signature]

Done in [English] at [place] on [date]

MODEL