



**EUROPEAN COMMISSION**  
DG Employment, Social Affairs and Inclusion

Europe 2020: Social Policies  
Social Inclusion and Poverty Reduction

Brussels,

Ms Joanna HAINSWORTH  
EUROCHILD AISBL  
AVENUE DES ARTS 1-2  
1210 BRUXELLES  
BELGIQUE

**Subject:** Notification letter two

**Ref.:** VS/2013/0471 – Framework Partnership Agreement Eurochild

Dear Madam,

Please find enclosed your copy of the agreement no. VS/2013/0471 signed by the Commission.

Please note the following:

- If a pre-financing payment is foreseen by the agreement, please refer to the appropriate clause(s) of the agreement. If the pre-financing payment is payable after signature of the agreement without other pre-conditions, it is not necessary to send a request for payment. In all other cases, please send us, at your earliest convenience, a payment request in writing;
- Payment requests should be marked in uppercase "PAYMENT REQUEST" in order to ensure speedy identification and processing by our staff;
- Payment requests should be sent to the address set out in the agreement.

Yours faithfully,

  
Emma TOLEDANO LAREDO  
Head of Unit

c.c.: Elodie FAZI  
Susan FLEMING











EUROPEAN COMMISSION  
DG Employment, Social Affairs and Inclusion  
Europe 2020: Social Policies  
**Social Inclusion and Poverty Reduction**

## **FRAMEWORK PARTNERSHIP AGREEMENT**

**FRAMEWORK AGREEMENT NUMBER – VS/2013/0471**

The **European Union** (hereinafter referred to as “the Union”), represented by the European Commission (hereinafter referred to as “the Commission”), represented for the purposes of signature of this Framework partnership agreement by Emma TOLEDANO LAREDO, Head of Unit, Social Inclusion and Poverty Reduction,

of the one part,

**and**

**EUROCHILD AISBL**

ASSOCIATION INTERNATIONALE SANS BUT LUCRATIF

866544946

AVENUE DES ARTS 1-2, 1210 BRUXELLES, BELGIUM

BE0866544946,

hereinafter referred to as “the partner”, represented for the purposes of signature of this Framework partnership agreement by Ms Joanna HAINSWORTH, General Secretary,

of the other part,

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## PREAMBLE

The Commission is responsible for implementing the Union policy in the fields of employment, social solidarity and equal opportunities, particularly on the basis of the Decision No. 1672/2006/EC of the European Parliament and of the Council of 24 October 2006 establishing a Community Programme for Employment and Social Solidarity (PROGRESS). This programme will be continued for the period 2014-2020 in the fields of employment, social protection, social inclusion and reduction of poverty and working conditions through the Programme for Employment and Social Innovation (EaSI) to be adopted at the end of 2013.

For the purposes of implementing this Union policy, the Commission has selected one or more partners engaged in the area of activity concerned, with which it shares common general objectives and wishes to establish a relationship of lasting cooperation.

The general objectives which it shares with EUROCHILD AISBL in the above-mentioned area of activity and which justify the establishment of a partnership are the following:

The PROGRESS mission is to strengthen the EU's contribution in support of Member States' commitments and efforts to create more and better jobs and to build a more cohesive society. To this effect, PROGRESS is instrumental in:

- Providing analysis and policy advice on PROGRESS policy areas;
- Monitoring and reporting on the implementation of EU legislation and policies in PROGRESS policy areas;
- Promoting policy transfer, learning and support among Member States on EU objectives and priorities; and
- Relaying the views of the stakeholders and society at large.

More specifically, PROGRESS supports:

- The implementation of the European Employment Strategy;
- The implementation of the open method of coordination in the field of social protection and inclusion;
- The improvement of the working environment and conditions including health and safety at work and reconciling work and family life;
- The effective implementation of the principle of non-discrimination and promotion of its mainstreaming in all EU policies;
- The effective implementation of the principle of gender equality and promotion of its mainstreaming in all EU policies.

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## SPECIAL CONDITIONS

### ARTICLE I.1 – SUBJECT MATTER OF THE FRAMEWORK AGREEMENT, AWARD OF SPECIFIC GRANTS

#### I.1.1 Subject matter of the Framework agreement

**I.1.1.1** The Framework agreement is concluded as part of a long-term cooperation between the Commission and the partner (hereinafter referred to as “the partnership”) with the aim to contribute to the objectives of the Union policy in the fields of employment, social solidarity and equal opportunities, particularly on the basis of the Decision No. 1672/2006/EC of the European Parliament and of the Council of 24 October 2006 establishing a Community Programme for Employment and Social Solidarity (PROGRESS). This programme will be continued for the period 2014-2020 in the fields of employment, social protection, social inclusion and reduction of poverty and working conditions through the Programme for Employment and Social Innovation (EaSI) to be adopted at the end of 2013, as referred to in the Preamble.

The Framework agreement defines the general rights and obligations of the parties in implementing their partnership.

**I.1.1.2** The partnership shall be implemented in compliance with the Action plan set out in Annex I.

**I.1.1.3** For the purposes of implementing the partnership the Commission may award to the partner specific operating grants.

The Framework agreement shall apply to any specific grant awarded for implementation of the partnership and to the respective specific grant agreements (hereinafter referred to as “Specific agreements”) concluded between the parties.

Signature of the Framework agreement shall not give rise to any obligation of the Commission to award specific grants. It shall be without prejudice to the partner's participation in other calls for proposals for the purposes of award of grants outside the scope of the Action plan set out in Annex I.

**I.1.1.4** The generic term “action” used in the Framework agreement refers to the work programme to be implemented by the partner in the framework of a specific operating grant.

Articles II.19.3 and II.23.2(d)(i) shall not apply.

#### I.1.2 Procedure for award of specific grants

The Commission may consult its partner in order to obtain a proposal for an action in line with the Action plan set out in Annex I. Such consultation shall take place on the basis of a call for proposals open to all the partners for which this type of activity is included in the Action plan set out in Annex I. The call for proposals shall define the award criteria to be applied. The partner shall not be obliged to submit a proposal in response to such a consultation.

### **I.1.3. Conclusion of Specific agreements**

Where the Commission decides to award a specific grant, it shall propose to the partner to sign a Specific agreement in accordance with the model set out in Annex III. The Specific agreement shall be signed by the authorised representatives of the parties.

By signing the Specific agreement, the partner shall agree to carry out the action acting on its own responsibility in accordance with the terms and conditions laid down in the Framework agreement and the Specific agreement.

Specific agreements shall be signed before the date when the Framework agreement expires. Where the actions are carried out after the above-mentioned date, the terms of the Framework agreement shall continue to apply to the implementation of the Specific agreements governed by the Framework agreement.

## **ARTICLE I.2 – ENTRY INTO FORCE OF THE FRAMEWORK AGREEMENT AND DURATION OF THE PARTNERSHIP**

- I.2.1** The Framework agreement shall enter into force on the date on which the last party signs.
- I.2.2** The Framework agreement shall be concluded for a period of 4 years starting from the date of its entry into force.

## **ARTICLE I.3 – DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES**

### **I.3.1 Data controller**

The entity acting as a data controller according to Article II.6 shall be DG Employment, Social Affairs and Inclusion.

### **I.3.2 Communication details of the Commission**

Any communication addressed to the Commission shall be sent to the following address:

European Commission  
DG Employment, Social Affairs and Inclusion  
Unit EMPL.D.2  
B-1049 Brussels, Belgium  
E-mail address: empl-vp-2013-006@ec.europa.eu

### **I.3.3 Communication details of the partner**

Any communication from the Commission to the partner shall be sent to the following address:

Ms Joanna HAINSWORTH

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General Secretary  
EUROCHILD AISBL  
AVENUE DES ARTS 1-2  
1210 BRUXELLES  
BELGIUM  
E-mail address: jana.hainsworth@eurochild.org

#### **ARTICLE I.4 – ENTITIES AFFILIATED TO THE PARTNER**

Not applicable.

#### **ARTICLE I.5 – SPECIAL PROVISIONS ON BUDGET TRANSFERS**

By way of derogation from the first subparagraph of Article II.22, budget transfers between budget categories are limited to 20% of the amount of each budget category for which the transfer is intended.

#### **ARTICLE I.6 – SETTLEMENT OF DISPUTES WITH A NON EU PARTNER**

Not applicable.

#### **ARTICLE I.7 – PARTNER WHICH IS AN INTERNATIONAL ORGANISATION**

Not applicable.

#### **ARTICLE I.8 – OTHER SPECIAL CONDITIONS**

It is foreseen that the results of the actions implemented under the Programme for Employment and Social Innovation (EaSI) will be regularly monitored and suitably communicated and disseminated.

Should a specific operating grant be awarded under this partnership agreement, the partner will report to the Commission on the implementation and results of its activities including the extent to which equality between women and men have been promoted, as well as how anti-discrimination considerations, including accessibility issues, have been addressed through its activities.

The partner will be requested to provide the relevant information and should foresee the adequate resources to perform this task. The Commission will define the information requested after the definition of the performance measurement of the programme (foreseen for the 2nd half of 2014).



SIGNATURES

For the partner,  
Ms Joanna HAINSWORTH

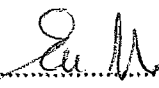
For the Commission,  
Emma TOLEDANO LAREDO

.....

Done at Brussels.....

on 11th Dec 2013..... (date)

In duplicate in English

.....

Done at Brussels

on (date of C.A.D. stamp)



# CALL FOR PROPOSALS VP/2013/006

The logo for eurochild, featuring the word "eurochild" in a bold, lowercase, sans-serif font. A five-pointed star is positioned above the letter "i".

2014-2017







## 2.- Vision (0,5-1 page)

What is our vision of society as it should be?

*A society where children and young people grow up happy, healthy and confident and respected as individuals in their own right*

## 3.- Mission (1-2 pages)

*Our mission statement - what is the particular contribution that Eurochild will make to achieve our vision?*

**Eurochild promotes the rights and well-being of children and young people in Europe.**

### Our social purpose

We promote the children's rights as defined by the United Nations on the Rights of the Child. We believe children's rights and well-being are integrally linked and it will be impossible to achieve one without the other.

By 'promote' we aim to influence and shape opinion, as well as to build knowledge and share practice.

### Our target group – children & young people

Eurochild focuses primarily on the rights and well-being of children aged 0-18 (as defined in the UNCRC). Most children aged 12 and above prefer to be considered as young people rather than children and therefore we consistently refer to the rights and well-being of children and young people. Furthermore, many Eurochild members work with young people over 18, particularly those who have particular care needs such as children leaving the care system or children with disabilities. Eurochild advocates for more integrated child and youth policies to ensure a smooth transition into adulthood.

### Our geographical scope - Europe

Eurochild is open to member organisations and individuals from all 47 member states of the Council of Europe. As the main focus of our advocacy work is towards the European Union (EU) institutions, a majority of our members come from the 28 EU member states.

#### 4.- Values (1 page)

##### Integrity

We are guided by the **United Nations Convention on the Rights of the Child**, and work in respect of its underlying principles. The best interest of the child takes precedence over any organizational or personal interest.

##### Good governance

We ensure **transparency and accountability** in the conduct and delivery of our activities, including full disclosure of our funding sources and accounts. We operate in full compliance with the governing laws and ethical standards.

We aim towards **maximum efficiency & effectiveness** by ensuring our resources are directed towards our mission of promoting the rights and well-being of children and young people.

We aspire to being a **learning organisation** that continuously monitors and evaluates the outcomes and impact of our work and endeavours to improve our way of working.

##### Partnership & participation

We apply principles of **equality and non-discrimination** with everybody we work with and for, ensuring respect for all people regardless of age, gender, ethnicity, religion, disability, sexual orientation or other status.

We are committed to work in **partnership**, believing that our aim of improving children and young peoples' well-being is better achieved through cooperation rather than competition. Therefore we seek to build alliances and partnerships with organisations that share our values where it will enhance the impact of our work on the lives of children and young people.

In all our work we seek to **listen to, respect, and take account of the views and opinions** of all those we work with and for, including children, young people and their families, as well as professionals and researchers. In particular we seek to promote ways in which children's and young people's voices are heard and taken seriously in decisions that affect them.



## 5.- Operating environment and assessments (2 pages)

### 5.1. External strategic issue identification

The on-going economic and social crisis across Europe presents an enormous challenge as well as an opportunity to Eurochild. Child poverty is escalating and *'a society where children and young people grow up happy, healthy and confident and respected as individuals in their own right'* seems to be further away than ever. Nonetheless the crisis throws a spotlight on the deteriorating situation of many children and families, and there is growing recognition that long-term social and economic progress depends on children having a good start in life. Furthermore the crisis creates an opportunity to review how things have been done in the past. The scarcity of resources brings into sharp relief what matters most and where investment can make greatest difference. There is also a growing willingness to look at things in a more holistic and complex way. Eurochild is well-placed to shape this debate and offer evidence on what works best for children and young people.

The crisis is feeding growing Euroscepticism. Populist forces often portray the EU as undermining national autonomy, either imposing over-regulation of business or drastic public spending cuts. The 2014 European elections and the renewal of the European Commission will be historic in defining Europe's future direction. They represent an opportunity for Eurochild to win over future elected representatives to the cause of children's rights and well-being. One risk is, however, that the election of more Eurosceptic candidates could further restrict the EU's capacity to act in areas of key interest to Eurochild's constituency – education, welfare and health.

Nonetheless recent EU policy milestones serve as a useful hook for Eurochild action. The most important is the 2013 EC Recommendation **"Investing in Children: Breaking the Cycle of Disadvantage"** that sets a common European framework, based on recognition of children as rights-holders. The 2011 EU Agenda for the Rights in the Child has helped to strengthen the EU's commitment to child rights and we hope to see a renewal of that commitment beyond 2014. The mid-term review of Europe2020 Strategy may help to reinforce the social pillar. Proposals to adopt indicators that measure the social dimension of the EMU could also allow give visibility to the phenomenon of child poverty which should ensure greater political commitment. Growing concerns about, and responses to, an ageing Europe reinforces the argument for more and better public investment in children with a view to future capacity. The EU Multiannual Financial Framework 2014 – 2020 and the European Structural Funds are also important opportunities to push for more and better public spending on children. The partnership principle recognised in the Structural Funds Regulations enforces more stakeholder involvement, a crucial opportunity for our members.

More generally, ratification of the UNCPRD and the planned ratification of the ECHR by the EU, as well as the adoption of the post-2015 global social development agenda (post-MDG) are opportunities to strengthen the rights discourse at EU level and reduce the gap between the 'internal' and the 'external' EU affairs to bring universal standards for children's rights.

The pace of technological change is both a challenge and opportunity. Information overload in the Internet age and the proliferation of social media requires Eurochild to constantly review how we communicate. We see a need to better articulate how EU policies can make, and are making, a real difference to people's lives.

With respect to available resources, the current tightening of public budgets is unlikely to change in the next 4 years. Members and Eurochild itself must be able to demonstrate that our work is good use of public money. There is also growing need to work in partnerships to maximise impact, made doubly challenging by the increasing competition between organisations for resources. To some extent the shrinking public sector is being compensated by the increasing engagement of the private sector, particularly through corporate social responsibility and

philanthropy. **Social entrepreneurship** is increasingly recognised as the way forward in tackling social problems. For Eurochild these trends present important opportunities. However, there is also a risk that the emphasis on evaluation and outcomes becomes too donor-driven and do not build internal capacity and reflective practice. The concept of 'intrapreneurship' may offer a helpful counter-balance as this focuses more on internal motivation and innovation.

## 5.2. Internal strategic issue identification

Eurochild is the only European membership-based network on children's rights well-being. Our diverse membership from 35 countries gives us significant outreach. A new typology of members was adopted in 2013 allowing Eurochild to tailor its activities to different types of members, whilst retaining and building membership across the fields of research, policy and practice. Eurochild's membership continues to grow. The nomination of the National Partner Networks (NPNs) in 16 countries in June 2013 will help us build the capacity of representative networks at national level and ensure a tighter link between our EU policy and advocacy and advocacy for children's rights at national level.

Adoption of the new Strategic Plan 2014 – 2018 at the General Assembly 2013 is an important milestone in Eurochild's development. It consolidates our previous experience and gives strategic guidance. It should help Eurochild maintain and further strengthen its reputation for professionalism and being the leading EU expert in child rights and well-being.

Eurochild has forged strong external partnerships over recent years. The strategic partnership with **Hope and Homes for Children** to deliver the campaign "Opening Doors for Europe's Children" offers match funding for Eurochild but also an enormous opportunity for capacity building. The two-tier advocacy model coordinated at the EU level and implemented nationally is being adapted into other areas of Eurochild's work. Our long-standing cooperation with the **Universal Education Foundation** is now being formalised into a strategic partnership to develop and promote Learning for Well-being, offering a holistic framework to work on children's well-being.

Eurochild has solid working relationships with other EU stakeholders, playing an active role in umbrella networks: the Social Platform (the Secretary General is member of the management committee), the European Anti-Poverty Network, and most recently European Public Health Alliance. We expect to actively contribute to the two Joint Actions led by EAPN (Europe 2020 semester) and ESN (European Expert Group for Transition from Institutional to Community-based Care). We received positive responses to our proposal to lead the EU Alliance on Investing in Children.

However, Eurochild faces a number of internal challenges. Meeting co-funding requirements is difficult despite commitments from strategic partners and the OAK Foundation. Private donors are more likely to fund projects with a specific geographical focus and with direct impact on children and families. Our capacity to fundraise is limited by a lack of in-house expertise and our status as a non-profit membership association which prevents Eurochild from charging services to third parties.

Eurochild's membership, although broad, is still imbalanced with respect to type of organisation (we remain a network predominately of NGOs) and with respect to geographical distribution (English-speaking countries are over-represented). Eurochild works in English only restricting our reach and impact. Members' level of commitment to the network is very varied. Many members are being squeezed in time and resources, meaning their capacity to engage in Eurochild is limited. Some members sometimes fail to see how involvement in EU processes will contribute to their own priorities and benefit their constituencies. Whilst the network is growing, some important members have left due a shift in their priorities.

The capacity of the Eurochild secretariat to meet these challenges is critical. Eurochild has a very committed and highly competent staff. Nonetheless its recent expansion (from 3 to 11 paid employees 2007-2012) needs to be consolidated, with better distribution of tasks and responsibilities and improved team planning and processes.

## 6.- Strategic objectives and key planned activities (approx. 5-6 pages)

### Area 1. EU-level networks active in promoting social inclusion and poverty reduction

1) Support the development, implementation, monitoring and evaluation of initiatives undertaken to support the policy objectives of the Europe 2020 strategy and the Social Investment Package through the main EU-driven processes such as the open method of coordination on social protection and social inclusion and the European semester.

#### a) Eurochild's strategic objectives

1. Child poverty & well-being (CPWB) are kept high on the political agenda at EU level through high visibility prior to & after the European elections, and ensuring its prioritisation within the Europe 2020 semester and EU economic policy. This will be achieved through building strong partnerships around the common goals of achieving children's rights and well-being (see Joint Action proposal on an EU Alliance on Investing in Children led by Eurochild). There must be effective follow-up at EU level of the EC Recommendation 'Investing in Children, Breaking the Cycle of Disadvantage' (Recommendation on Investing in Children) including monitoring its implementation, awareness raising activities and facilitating mutual learning.
2. Support for de-institutionalisation reforms must be retained and strengthened within the EU institutions (European Commission, European Parliament and Council) which will be achieved through the on-going partnership with other European networks (see Joint Action proposal on the European Expert Group on transition from institutional to community based care led by ESN).
3. Use of European Structural and Investment Funds are guided by EC policy guidance, particularly the Recommendation on Investing in Children, to ensure best outcomes for children, young people and their families. There must be effective involvement of stakeholders in decision-making around the planning, implementation and monitoring of EU funds.
4. The EU upholds its strong commitment to child rights and well-being in all its legislation, policy & programmes through effective follow-up of the EU Agenda on the Rights of the Child and development of better mainstreaming practices.

#### b) What activities did you plan to implement to reach the objectives listed above?

| Strategic objectives | List of activities to be implemented  |
|----------------------|---|
| 1                    | <ul style="list-style-type: none"> <li>• Lead the joint action on the EU Alliance for Investing in Children (which includes development of a monitoring &amp; evaluation framework)</li> <li>• Actively contribute to the EAPN-led joint action on the EU Alliance for a democratic, social and sustainable European Semester</li> <li>• Monitor the inclusion of children in the European social policy processes through analysing NRPs/NSRs, collecting data on the impact of the economic crisis on children, participating in EPAP and EPIC and strengthening the dialogue with the SPC</li> </ul> |
| 2                    | <ul style="list-style-type: none"> <li>• Implement campaign 'Opening Doors for Europe's Children', paying particular attention to children most exposed to institutional care, and conduct the evaluation of the campaign following the agreed M&amp;E framework</li> <li>• Actively participate in the joint action on DI led by ESN (work of the European Expert Group on the Transition from Institutional to Community-Based Care)</li> </ul>   |



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| 3 | <ul style="list-style-type: none"> <li>• Monitor implementation of the EU Structural Funds in the Member States to ensure they respect and promote children's rights and well-being and are used to provide all children with high quality services in the community</li> <li>• Monitor the implementation of the partnership principle via the involvement of Eurochild members at national level</li> </ul>  |
| 4 | <ul style="list-style-type: none"> <li>• Use the 2014 elections to secure child rights champions in the new European Parliament, nurture the relationship with the political decision-makers through continuous dialogue</li> <li>• Advocate for adoption of a comprehensive and robust strategic framework on child rights to succeed the EU Agenda for the Rights of the Child expected to expire in 2014</li> <li>• Actively contribute to the preparation of the EU Forum on Children's Rights (or its successor) and other appropriate debates</li> <li>• Advocate for the development of EU processes for effective participation of children and young people through the follow up of EU's own materials and cooperation with the Council of Europe</li> </ul> |



2) Support stakeholder involvement in the policy process: activities should in particular directly relate to the support of national member organisations in their involvement in the implementation of the main political EU driven processes.

In addition, EU-level networks should encourage cooperation with other civil society organisations and social partner organisations both at EU and national regional and local levels.

#### a) Eurochild strategic objectives

1. In respect to tackling child poverty & promoting well-being (CPWB) Eurochild aims to (a) increase political commitment and visibility to child poverty & well-being policies at national & sub-national level; (b) ensure national & sub-national governments capitalize on EU opportunities – particularly the EC Recommendation on Investing in Children – to prioritise child poverty & well-being; and (c) strengthen the capacity of Eurochild members are seen as reliable and influential partners with leading expertise in child poverty & well-being at national & sub-national level.
2. In respect to deinstitutionalisation (DI) and promoting quality alternative care for children Eurochild aims to (a) achieve significant progress in national policy and legislation to support de-institutionalisation reforms; (b) ensure civil society is included in the elaboration, implementation and monitoring of European Structural and Investment Fund programmes; (c) strengthen the advocacy capacity of national organisations involved in the 'Opening Doors for Europe's Children' campaign to ensure long-term sustainability.
3. In respect to mainstreaming children's rights and well-being Eurochild aims to strengthen the capacity of existing national networks of children's rights organisations within Europe and support the development of emerging networks, thus building a stronger voice for children at national and sub-national levels and increasing the legitimacy and credibility of Eurochild in influencing EU policy, legislation and funding.

#### b) What activities did you plan to implement to reach the objectives listed above?

| Strategic objectives | List of activities to be implemented  |
|----------------------|---|
| 1                    | <ul style="list-style-type: none"> <li>Support national level activities to promote the EC Recommendation on Investing in Children and to increase awareness about how EU processes can support its implementation</li> <li>Build national alliances for Investing in Children through the Joint Action</li> <li>Develop and deliver training and capacity building to enable national members to take advantage of EC processes</li> <li>Engage national members in the Europe 2020 semester process through monitoring NRPs/NSRs, the Country Specific Recommendations – also by engaging them in the Joint Action on Investing in Children and the Joint Action on the Europe 2020 semester</li> </ul> |
| 2                    | <ul style="list-style-type: none"> <li>Deliver tailored support to national coordinators of the 'Opening Doors for Children' campaign in advocacy and communications</li> <li>Implement monitoring &amp; evaluation of the campaign &amp; review its implementation (end 2014) to agree its future continuation and/or re-orientation</li> <li>Contribute to the on-going development of the European expert group on the transition from institutional to community-based care including support for national alliances where these are possible / appropriate</li> <li>Support members monitoring of the partnership principle of the European Structural and Investment Funds</li> </ul>               |
| 3                    | <ul style="list-style-type: none"> <li>Develop Eurochild's Policy Steering Group – the meeting place for National Partner Networks and support its capacity to oversee EU advocacy and ensure the link with national priorities for children's rights and well-being</li> </ul>   |





**3) Strengthen the capacity of EU-level NGO networks and their national members, including their knowledge of relevant EU matters.**

**a) Eurochild's strategic objectives**

1. Members have ownership and responsibility for Eurochild advocacy at national level, primarily through strengthening the collaboration with and capacity of national partner networks
2. Eurochild is a powerful network of actors coming from a range of different sectors and from different backgrounds (research, practice, advocacy and training)
3. All Eurochild members share common values and our membership contributes to the legitimacy and overall reputation of the network and Eurochild offers clear added value to members
4. Members, funders and partners have confidence in Eurochild through its excellence in governance, participatory working structures, monitoring and evaluation processes
5. Eurochild has an enhanced external visibility through building the Eurochild brand and publishing the network's achievements
6. Eurochild has a more sustainable funding base
7. Staff consider Eurochild 'a great place to work'
8. The views and experiences of children and young people themselves are better reflected in Eurochild's work through building the capacity of our member organisations in child participation and expanding the work of the Secretariat

**b) What actions did you plan to implement to reach the objectives listed above?**

| Strategic objectives | List of activities to be implemented   |
|----------------------|--|
| 1                    | <ul style="list-style-type: none"> <li>• Support training and capacity building of NPNs including development of webinars, exchanges and study placements in the Eurochild secretariat</li> <li>• Support emerging national representative networks of child rights organisations through individualised support and peer-learning activities</li> </ul>   |
| 2                    | <ul style="list-style-type: none"> <li>• Develop and implement a membership recruitment plan focusing on tailoring services to different types of members</li> </ul>   |
| 3                    | <ul style="list-style-type: none"> <li>• Develop personalised communication channels to members. Regularly review members' needs and interests and how to increase their engagement in the network</li> </ul>  |
| 4                    | <ul style="list-style-type: none"> <li>• Develop and implement new internal rules</li> <li>• Provide effective support to the Eurochild management board</li> <li>• Organise annual general assembly</li> <li>• Maintain regular dialogue and professional reporting to external partners and funders</li> <li>• Implement comprehensive monitoring and evaluation framework for implementation of Eurochild's strategic plan</li> </ul> |
| 5                    | <ul style="list-style-type: none"> <li>• Build &amp; strengthen relationships with private philanthropists &amp; corporate donors</li> <li>• Open on line communication to individual private donors</li> </ul>  |





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| 6 | <ul style="list-style-type: none"> <li>Develop and implement Eurochild's communication strategy, including adoption of a new visual identity, better use of social media and new communication channels, and modernisation of the contacts database.</li> <li>Collect and disseminate Eurochild's successes, in particular focusing on its 10-year anniversary in 2014.</li> </ul> |
| 7 | <ul style="list-style-type: none"> <li>Invest in staff training and team development. Carry out regular staff reviews to match staff competences and interest with organisational needs.</li> </ul>  |
| 8 | <ul style="list-style-type: none"> <li>Develop capacity building for members on effective child participation. Support involvement.</li> </ul>   |

4) Providing data and a strong evidence base on policy developments and trends as well as good practices (using the knowledge bank) in the social policy field in the Member States, so as to contribute to better policy making.

**a) Eurochild strategic objectives**

1. Collecting evidence on policy developments and the situation of children and young people to support Eurochild's advocacy priorities: tackling child poverty and promoting child well-being, deinstitutionalisation reforms, and mainstreaming children's rights and well-being.
2. Eurochild member organisations & other professionals participate in peer learning & knowledge sharing contributing to new projects, improvements in child & family services and benefits for children and young people.
3. Eurochild develops stronger partnership with academic institute(s) to ensure technical quality assurance for its policy and advocacy work and to bridge research and practice.

**b) What activities did you plan to implement to reach the objectives listed above?**

| Strategic objectives | List of activities to be implemented  |
|----------------------|---|
| 1                    | <ul style="list-style-type: none"> <li>Collect evidence from members and partners on the situation of children and young people and on implementation of EU processes particularly the EC Recommendation on Investing in Children and EU Structural and Investment Funds (strengthening the partnership principle)</li> <li>Develop activities to collect the views and experiences of children and young people themselves, including for example through the EU Alliance on Investing in Children</li> <li>Exploit the knowledge gained through Eurochild's participation in projects including (but not limited to) DRIVERS (FP7 project on health inequalities led by Eurohealthnet), Alternatives to Custody (DAPHNE project led by British Adoption and Fostering Association), Peer Review on early years (ESF-funded project in Bulgaria led by National Network for Children Bulgaria), Children's participation in public decision making (project funded by the Belgian French speaking community led by Eurochild)</li> </ul> |
| 2                    | <ul style="list-style-type: none"> <li>Further develop the work of the Eurochild Thematic Working Groups on early years, family and parenting support, and children in alternative care</li> <li>Contribute to building a knowledge base on inspiring practice in the key areas of</li> </ul>   |

|   |  |   |
|---|--|---|
|   |  | Eurochild interest: early years, family and parenting support, children in alternative care and child and youth participation. The 'Implementation Handbook' developed in the framework of the EU Alliance on Investing in Children will contribute to this work.   |
| 3 |  | <ul style="list-style-type: none"> <li>Develop a strategic partnership with recognised academic institute(s) to strengthen academic/technical quality assurance for Eurochild policy &amp; advocacy work, and to connect researchers with practitioners and activists working to promote the rights &amp; well-being of children &amp; young people.</li> </ul> |

## 7. Performance measures (1-2 pages)

Provisional performance measures for measuring the impact of implementing the strategic plan are provided below. However it is important to note that Eurochild will work on a complete monitoring and evaluation framework to accompany the new strategic plan that was adopted by members in June 2013. This framework will include a more detailed breakdown of expected outcomes, impact measurement and data collection and reporting mechanisms.

# SUMMARY TABLE: PERFORMANCE MEASUREMENT PLAN

## Area 1. EU-level networks active in promoting social inclusion and poverty reduction

| PERFORMANCE MEASURE   | UNIT OF MEASUREMENT   | DATA SOURCE  | METHOD/ APPROACH OF DATA COLLECTION   | DATA REGULARLY AVAILABLE? | DATA ACQUISITION       |                           | RESPONSIBLE OFFICE/PERSON FOR ANALYSIS & REPORTING | CRITICAL ASSUMPTIONS  |
|---|---|--|---|---------------------------|------------------------|---------------------------|--|---|
|   |   |  |   |                           | SCHEDULE/ FREQUENCY    | RESPONSIBLE OFFICE/PERSON |  |   |
| Priority 1: Support the development, implementation, monitoring and evaluation of initiatives undertaken to support the policy objectives of Europe 2020 Strategy and in particular the Social Investment Package through the main EU driven processes such as the Open Method of Coordination (OMC) on social protection and social inclusion and the European semester. |   |  |   |                           |                        |                           |  |   |
| Extent to which the Europe 2020 semester gives priority to CPWB   | Policies to tackle child poverty & promote child well-being are included in<br>1) The AGS, including the Joint Employment Report<br>2) NRPs/NSRs<br>3) CSRs | AGS<br>NRPs/NSRs<br>CSRs   | AGS: internal assessment<br>NRP: a synthesis report on CPWB in the European semester based on members' assessment of NRPs/NSRs from a child poverty & well-being perspective<br>CSRs: internal with members | Yes                       | Annually               | Policy Team               | Secretary General                                  | Joint Actions (investing in children & Europe 2020 semester) are approved   |
| Extent to which children's rights and well-being are mainstreamed in EU policy and legislation at Council level   | Number of Council conclusions that contain articles relevant to promoting children's well-being   | Council of the EU  | Internal assessment of EPSCO, JHA, GAC, Education and Youth Council meetings  | Yes                       | Several times per year | Policy team               | Secretary General                                  |   |
| Extent of support MEPs give to children's rights and well-being in their work   | Number and content of pledges gained from MEPs to the Manifesto, including the follow-up in their work  | Organisations involved in drafting the Children's Rights Manifesto | Approaching MEPs & MEP candidates; EU political parties; EP political groups with the Joint Children's Rights Manifesto   | No                        | As per EP agenda       | Policy Team               | Secretary General/<br>Communications Officer       | Work done in cooperation with various other organisations & is hence dependent on joint capacity to follow-up with advocacy targets |

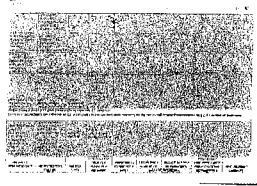


| UNIT OF MEASUREMENT                                  | DATA SOURCE                  | METHOD/ APPROACH OF DATA COLLECTION  | DATA REGULARLY AVAILABLE? | DATA ACQUISITION    |                           | RESPONSIBLE OFFICE/PERSON FOR ANALYSIS & REPORTING | CRITICAL ASSUMPTIONS                                   |
|--|------------------------------|--|---------------------------|---------------------|---------------------------|--|--|
|  |                              |  |                           | SCHEDULE/ FREQUENCY | RESPONSIBLE OFFICE/PERSON |  |  |
| Number of EP reports including a reference to CRWB   | EP                           | Monitoring committee agendas & influencing rapporteurs   | No                        | As per EP agenda    |                           |  |  |
| Number of good/bad practice with regards to EU funds | Eurochild members & partners | Carry out an assessment of good/bad practice with regards to use of structural funds for CRWB in particular focusing on DI | No                        | Annually            | Policy Officer            |  | Output of 2014 – depends on activities of future years |

**EU stakeholder involvement in the policy process: activities should in particular directly relate to the support of national member involvement in the implementation, at national level, of the main political EU driven processes.**

**Civil networks should in particular encourage cooperation with other civil society organisations and social partners' organisations both at regional and local level.**

|  |   |   |    |                      |                  |  |  |
|--|---|---|----|----------------------|------------------|--|--|
| Number of mutual exchanges or capacity buildings of national members on child poverty advocacy | Joint Action & Eurochild internal capacity-building | Joint Action meetings; contribution to national events organised by Eurochild members | No | Annually             | Advocacy officer |  |  |
| Number of members that have used Eurochild/Joint Action material in                            | Survey?   | 2-year review of Joint Action   | no | Once every two years | Advocacy officer |  |  |





| PERFORMANCE MEASURE  | UNIT OF MEASUREMENT   | DATA SOURCE  | METHOD/ APPROACH OF DATA COLLECTION  | DATA REGULARLY AVAILABLE? | DATA ACQUISITION    |                           | RESPONSIBLE OFFICE/PERSON FOR ANALYSIS & REPORTING | CRITICAL ASSUMPTIONS |
|--|---|--------------|--|---------------------------|---------------------|---------------------------|--|----------------------|
|  |   |              |  |                           | SCHEDULE/ FREQUENCY | RESPONSIBLE OFFICE/PERSON |  |                      |
| 4: Providing data and strong evidence base on policy developments and trends as well as collection of relevant information about citizens' needs and good practices (using the knowledge bank <sup>1</sup> ) in the social policy field in the Member States, so as to contribute to better policy making. |   |              |  |                           |                     |                           |  |                      |
| ing evidence poverty & as from stakeholders en es  | Assessment of situation of CPWB at national level in NRP analysis   | NRP analysis | By template following the publication of NRPs/NSRs from Eurochild members & partners | yes                       | Annually            | Policy Officer            | Policy Officer                                     |                      |
| which the c Working increase d's e & e   | Number of TWG members & quality of their participation<br><br>Number of TWG meetings & substance & use of their outputs | internal     | internal   | yes                       | Annually            | Policy Officers           | Policy Officers                                    |                      |
| nts/Notes:   |   |              |  |                           |                     |                           |  |                      |

<sup>1</sup> The Social Investment Package announced in particular the establishment of a knowledge bank to facilitate the exchange of good practice. The knowledge bank should allow experts, stakeholders and policy makers to define social policy challenges, propose solutions and discuss their strengths, weaknesses, limitations and transferability. The Commission will establish such a tool which should also be widely used by the EU-level networks supported under this call.

## 8. Resources (2-3 pages)

### 8.a Human resources

#### GOVERNANCE & WORKING STRUCTURES

Legal statutes underpin Eurochild's work. These are complemented by internal rules (A members charter was adopted in 2009. This will be reviewed in line with the new strategy for adoption by the General Assembly 2014). The General Assembly has overall decision-making authority. The GA appoints a management board to oversee implementation of the agreed strategy. The management board currently comprises 7 members and is governed by a terms of reference outlining its composition, role and responsibility.

In addition Eurochild has the following working groups:

- The Policy Steering Group comprises representatives of the 'national partner networks' in Eurochild membership. Where no NPN exists, a national organization may be appointed. The PSG provides a vital link between EU and national advocacy and campaigning work.

- Thematic Working Groups are established on the initiative of Eurochild member organisations to facilitate peer learning. The TWGs bring together member organisations from different perspectives of policy, research and practice. As well as creating a space for exchange and learning, TWGs must have a clear link with EU-level policy debate and initiatives.

- Expert Groups are established for a definite period of time on the initiative of the Eurochild management board and work towards delivering clear tangible outputs. These groups are open to nominations from members but may also involve external experts.

At the GA2012, members agreed a new membership typology, comprising 5 types reflecting the different types of organizations in membership of Eurochild: national partner networks; national organisations; international organisations; public/statutory bodies; academic and research organisations; individuals. Within the statutes there are 3 official membership categories: Full, Associate and Honorary.

Eurochild strategic partners are organisations with whom we develop joint activities with a commitment of resources from both parties over a period of minimum one year (usually two years). Partnerships are sought not only as a means of securing the necessary resources to deliver our goals, but also as a means of accessing complementary experience, expertise and influence. The partnership must be governed by a Memorandum of Understanding. Strategic partners are subject to due diligence to ensure alignment of values, objectives and expectations from the partnership. Memoranda of Understanding must be signed by the President and Secretary General.

#### STAFF STRATEGY

##### 1. Team composition

Eurochild currently employs 11 staff. If our proposal for a 4-year partnership agreement and leadership of the Joint Action on Investing in Children is successful, we foresee several changes to the Secretariat team reflecting the seniority and experience of existing staff members and the expansion of our work. This also reflects Eurochild increasing involvement in projects outside the operational grant under the Community Programme for Employment and Social Solidarity.

- Replacement of Policy Director with an external consultant who will be appointed Chair of the Policy Steering Group and be responsible for development of the NPNs;
- Recruitment of junior level Policy & Events Assistant and Communications & Campaign Assistant to help deliver the activities supervised by policy and communication staff respectively;
- Replacement of the Events Assistant with a Projects and Finance Assistant to carry out internal book-keeping (done by an external contract until now) and support project implementation.







Junior, Middle, Senior and Director level staff, in line with other European level NGOs. Eurochild offers a competitive salary package including benefits such as hospitalisation insurance, pension, travel costs and luncheon vouchers.

### 3. Training & career development

Training needs are reviewed on a case-by-case basis. Support for training must address a knowledge or skills gap that the staff member has to address in order to deliver their responsibilities and/or to move into a more senior position within the organisation. The organisation development process implemented in 2013-2014 should help us produce career development plans for individual staff members who have been in Eurochild for two years or more and have permanent employment contracts with Eurochild.

## 8.b. *Financial resources*

Organisations should describe what their sources of financing are and what evolution is planned over 4 years.

The following income sources currently provide co-funding to our activities under Progress:-

- Membership fees
- 2-year strategic partnership with Hope & Homes for Children contributing 50% to the delivery of the 'Opening Doors for Europe's Children' campaign (Jan 2013-Dec 2014)
- 3-year grant from the OAK Foundation for 'Strengthening child rights advocacy and networks' (June 2012-June 2015) and ad-hoc grant supporting national activities of the Opening Doors campaign
- Income generated through the delivery of the work programme e.g. through event fees, and contribution of staff time from members and partners.

Eurochild is involved in several projects as leader and as partner as a result of successful calls for proposals. Income and expenditure is reported separately to Progress.

Eurochild is developing an income generation strategy which will enable the network to ensure its long-term sustainability. This includes:-

- Building long-term partnerships with Foundations / partner funding organisations
- Building corporate relationships
- Facilitating private donations & individual supporters
- Applying for project grants - BC / other public sector to deliver on our strategic goals
- Developing training, capacity building and consultancy services

*Atkinson*

5- Sept - 2013

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**ANNEX II**  
**GENERAL CONDITIONS**

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

### **ARTICLE II.1 – GENERAL OBLIGATIONS OF THE PARTNER**

The partner shall:

- (a) respect the common general objectives that formed the basis for establishing the partnership, as mentioned in the Preamble and in the Action plan set out in Annex I, and endeavour to achieve in practice those objectives in each action for which a specific grant is awarded;
- (b) maintain relations of mutual co-operation and regular and transparent exchanges of information with the Commission on the implementation and the follow-up to implementation of the Action plan set out in Annex I and of any specific grant awarded by the Commission under the Framework agreement, as well as on other matters of common interest related to the Framework agreement;
- (c) be responsible for complying with any legal obligations incumbent on it;
- (d) be responsible for carrying out the actions, for which specific grants were awarded, in accordance with the terms and conditions of the Framework agreement and the Specific agreements;
- (e) inform the Commission immediately of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
- (f) inform the Commission immediately of any change likely to affect or delay the implementation of an action, for which a specific grant was awarded, of which the partner is aware.

### **ARTICLE II.2 – COMMUNICATIONS BETWEEN THE PARTIES**

#### **II.2.1 Form and means of communications**

Any communication relating to the Framework agreement or a Specific agreement or to their implementation shall be made in writing (in paper or electronic form), shall bear the number of the agreement concerned and shall be made using the communication details identified in Article I.3.

Electronic communications shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

Formal notifications shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

### **II.2.2 Date of communications**

Any communication is deemed to have been made when it is received by the receiving party, unless the Framework agreement or the Specific agreement refer to the date when the communication was sent.

Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in Article I.3. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in Article I.3. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Commission using the postal services is considered to have been received by the Commission on the date on which it is registered by the department identified in Article I.3.2.

Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

## **ARTICLE II.3 – LIABILITY FOR DAMAGES**

**II.3.1** The Commission shall not be held liable for any damage caused or sustained by the partner, including any damage caused to third parties as a consequence of or during the implementation of an action.

**II.3.2** Except in cases of force majeure, the partner shall compensate the Commission for any damage sustained by it as a result of the implementation of an action or because an action was not implemented or implemented poorly, partially or late.

## **ARTICLE II.4 – CONFLICT OF INTERESTS**

**II.4.1** The partner shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Framework agreement or the Specific agreements is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (“conflict of interests”).

**II.4.2** Any situation constituting or likely to lead to a conflict of interests during the implementation of the Framework agreement or the Specific agreements shall be notified to the Commission, in writing, without delay. The partner shall immediately take all the necessary steps to rectify this situation. The Commission reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

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## **ARTICLE II.5 – CONFIDENTIALITY**

**II.5.1** The Commission and the partner shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Framework agreement or the Specific agreements and which are explicitly indicated in writing as confidential.

**II.5.2** The partner shall not use confidential information and documents for any reason other than fulfilling its obligations under the Framework agreement and the Specific agreements, unless otherwise agreed with the Commission in writing.

**II.5.3** The Commission and the partner shall be bound by the obligations referred to in Articles II.5.1 and II.5.2 during the implementation of the Framework agreement and the Specific agreements and for a period of five years starting from the payment of the balance under the Specific agreement concerned, unless:

- (a) the concerned party agrees to release the other party from the confidentiality obligations earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

## **ARTICLE II.6 – PROCESSING OF PERSONAL DATA**

### **II.6.1 Processing of personal data by the Commission**

Any personal data included in the Framework agreement and the Specific agreements shall be processed by the Commission pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

Such data shall be processed by the data controller identified in Article I.3.1 solely for the purposes of the implementation, management and monitoring of the Framework agreement and the Specific agreements, without prejudice to possible transmission to the bodies charged with the monitoring or inspection tasks in application of Union law.

The partner shall have the right of access to his/her personal data and the right to rectify any such data. Should the partner have any queries concerning the processing of his/her personal data, He/she shall address them to the data controller, identified in Article I.3.1.

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

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## **II.6.2 Processing of personal data by the partner**

Where the Framework agreement or the Specific agreement requires the processing of personal data by the partner, the partner may act only under the supervision of the data controller identified in Article I.3.1, in particular with regard to the purpose 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 or her rights.

The access to data that the partner grants to its personnel shall be limited to the extent strictly necessary for the implementation, management and monitoring of the Framework agreement and the Specific agreements.

The partner 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 gaining 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 Commission;
- (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 II.7 – VISIBILITY OF UNION FUNDING**

### **II.7.1 Information on Union funding and use of European Union emblem**

Unless the Commission requests or agrees otherwise, any communication or publication related to an action, made by the partner, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall indicate that the action has received funding from the Union and shall display the European Union emblem.

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When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer to the partner a right of exclusive use. The partner shall not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

For the purposes of the first, second and third subparagraphs and under the conditions specified therein, the partner is exempted from the obligation to obtain prior permission from the Commission to use the European Union emblem.

#### **II.7.2 Disclaimers excluding Commission responsibility**

*Any communication or publication related to an action, made by the partner in any form and using any means, shall indicate that it reflects only the author's view and that the Commission is not responsible for any use that may be made of the information it contains.*

### **ARTICLE II.8 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

#### **II.8.1 Ownership of the results by the partner**

Unless stipulated otherwise in the Specific agreement, ownership of the results of an action, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the partner.

#### **II.8.2 Pre-existing industrial and intellectual property rights**

Where industrial and intellectual property rights, including rights of third parties, exist prior to the conclusion of the Specific agreement, the partner shall establish a list which shall specify all rights of ownership and use of the pre-existing industrial and intellectual property rights and disclose it to the Commission at the latest before the commencement of implementation.

The partner shall ensure that it or its affiliated entities have all the rights to use any pre-existing industrial and intellectual property rights during the implementation of the Specific agreement.

#### **II.8.3 Rights of use of the results and of pre-existing rights by the Union**

Without prejudice to Articles II.1, II.3 and II.8.1, the partner grants the Union the right to use the results of an action for the following purposes:

- (a) use for its own purposes, and in particular, making available to persons working for the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as, copying and reproducing in whole or in part and in unlimited number of copies;

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- (b) distribution to the public, and in particular, publication in hard copies and in electronic or digital format, publication on the internet, including on the Europa website, as a downloadable or non-downloadable file, broadcasting by any kind of technique of transmission, public display or presentation, communication through press information services, inclusion in widely accessible databases or indexes;
- (c) translation;
- (d) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (e) storage in paper, electronic or other format;
- (f) archiving in line with the document management rules applicable to the Commission;
- (g) rights to authorise or sub-licence the modes of exploitation set out in points (b) and (c) to third parties.

Additional rights of use for the Union may be provided for in the Specific agreement.

The partner shall warrant that the Union has the right to use any pre-existing industrial and intellectual property rights, which have been included in the results of an action. Unless specified otherwise in the Specific agreement, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results of the action.

Information about the copyright owner shall be inserted when the result is divulged by the Union. The copyright information shall read: "© – year – name of the copyright owner. All rights reserved. Licenced to the European Union under conditions."

## **ARTICLE II.9 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF AN ACTION**

**II.9.1** Where the implementation of an action requires the procurement of goods, works or services, the partner shall award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, it shall avoid any conflict of interests.

A partner acting in its capacity of a contracting authority within the meaning of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public work contracts, public supply contracts and public service contracts or a contracting entity within the meaning of Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors shall abide by the applicable national public procurement rules.

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- II.9.2** The partner shall retain sole responsibility for carrying out the action concerned and for compliance with the provisions of the Framework agreement and the Specific agreement. The partner shall ensure that any procurement contract contains provisions stipulating that the contractor has no rights vis-à-vis the Commission under the Framework agreement or the Specific agreement.
- II.9.3.** The partner shall ensure that the conditions applicable to it under Articles II.3, II.4, II.5, II.8 and II.27 are also applicable to the contractor.

## **ARTICLE II.10 – SUBCONTRACTING OF TASKS FORMING PART OF AN ACTION**

- II.10.1** A “subcontract” is a procurement contract within the meaning of Article II.9, which covers the implementation by a third party of tasks forming part of an action as described in Annex I of a Specific agreement.
- II.10.2** The partner may subcontract tasks forming part of an action, provided that, in addition to the conditions specified in Article II.9 and the Special Conditions, the following conditions are complied with:
- (a) subcontracting only covers the implementation of a limited part of the action;
  - (b) recourse to subcontracting is justified having regard to the nature of the action and what is necessary for its implementation;
  - (c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex II of the Specific agreement;
  - (d) any recourse to subcontracting, if not provided for in Annex I of the Specific agreement, is communicated by the partner and approved by the Commission without prejudice to Article II.12.2;
  - (e) the partner ensures that the conditions applicable to it under Article II.7 are also applicable to the subcontractor.

## **ARTICLE II.11 – FINANCIAL SUPPORT TO THIRD PARTIES**

- II.11.1** Where the implementation of an action requires giving financial support to third parties, the partner shall give such financial support in accordance with the conditions specified in Annex I of the Specific agreement, which shall at least contain:
- (a) the maximum amount of financial support, which shall not exceed EUR 60 000 for each third party except where the financial support is the primary aim of the action as specified in Annex I of the Specific agreement;
  - (b) the criteria for determining the exact amount of the financial support;

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- (c) the different types of activity that may receive financial support, on the basis of a fixed list;
- (d) the definition of the persons or categories of persons which may receive financial support;
- (e) the criteria for giving the financial support.

**II.11.2** By way of derogation from Article II.11.1, in case the financial support takes the form of a prize, the partner shall give such financial support in accordance with the conditions specified in Annex I of the Specific agreement, which shall at least contain:

- (a) the conditions for participation;
- (b) the award criteria;
- (c) the amount of the prize;
- (d) the payment arrangements.

**II.11.3** The partner shall ensure that the conditions applicable to it under Articles II.3, II.4, II.5, II.7, II.8 and II.27 are also applicable to the third parties receiving financial support.

## **ARTICLE II.12 – AMENDMENTS TO THE FRAMEWORK AGREEMENT AND THE SPECIFIC AGREEMENTS**

**II.12.1** Any amendment to the Framework agreement or a Specific agreement shall be made in writing.

**II.12.2** An amendment may not have the purpose or the effect of making changes to the Framework agreement or the Specific agreement which would call into question the Commission's decision to establish the framework partnership or to award the specific grant or which would be contrary to the equal treatment of applicants.

**II.12.3** Any request for amendment shall be duly justified and shall be sent to the other party in due time before it is due to take effect, and, as far as Specific agreements are concerned, at the latest one month before the end of the period set out in Article 2.2 of the Specific agreement, except in cases duly substantiated by the party requesting the amendment and accepted by the other party.

**II.12.4** In case of a specific operating grant the period set out in Article 2.2 of the Specific agreement shall not be extended via amendments.

**II.12.5** Amendments shall enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

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Amendments shall take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

## **ARTICLE II.13 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES**

**II.13.1** Claims for payments of the partner against the Commission may not be assigned to third parties, except in duly justified cases where the situation warrants it.

The assignment shall only be enforceable against the Commission if it has accepted the assignment on the basis of a written and reasoned request to that effect made by the partner. In the absence of such an acceptance, or in the event of failure to observe the terms thereof, the assignment shall have no effect on the Commission.

**II.13.2** In no circumstances shall such an assignment release the partner from its obligations towards the Commission.

## **ARTICLE II.14 – FORCE MAJEURE**

**II.14.1** “*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 the Framework agreement or a Specific agreement, which was not attributable to error or negligence on their part or on the part of subcontractors, affiliated entities or third parties involved in the implementation and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of *force majeure*, as well as labour disputes, strikes or financial difficulties cannot be invoked as *force majeure*.

**II.14.2** A party faced with *force majeure* shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

**II.14.3** The parties shall take the necessary measures to limit any damage due to *force majeure*. They shall do their best to resume the implementation of the action as soon as possible.

**II.14.4** The party faced with *force majeure* shall not be held to be in breach of its obligations under the Framework agreement or a Specific agreement if it has been prevented from fulfilling them by *force majeure*.

## **ARTICLE II.15 – SUSPENSION OF THE IMPLEMENTATION**

### **II.15.1 Suspension of the implementation of an action by the partner**

The partner may suspend the implementation of an action or any part thereof, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*. The partner shall inform the Commission without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

Unless the Specific agreement is terminated in accordance with Article II.16.1 or points (b) or (c) of Article II.16.2.2, the partner shall, once the circumstances allow resuming the implementation of the action, inform the Commission immediately and present a request for amendment of the Specific agreement as provided for in Article II.15.3.2.

#### **II.15.2 Suspension of the implementation by the Commission**

**II.15.2.1** The Commission may suspend the implementation of an action or any part thereof or the implementation of the Framework agreement:

- (a) if the Commission has evidence that the partner has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Framework agreement or the Specific agreements or if the partner fails to comply with its obligations under those agreements;
- (b) if the Commission has evidence that the partner has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to the partner under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on one or more specific grants awarded under the Framework agreement; or
- (c) if the Commission suspects substantial errors, irregularities, fraud or breach of obligations committed by the partner in the award procedure or in the implementation of the Framework agreement or the Specific agreements and needs to verify whether they have actually occurred.

**II.15.2.2** The implementation of each action for which a specific grant has been awarded is deemed automatically suspended from the date on which the suspension of the implementation of the Framework agreement takes effect.

**II.15.2.3** Before suspending the implementation the Commission shall formally notify the partner of its intention to suspend, specifying the reasons thereof, and, in the cases referred to in points (a) and (b) of Article II.15.2.1, the necessary conditions for resuming the implementation. The partner shall be invited to submit observations within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the partner, the Commission decides to stop the suspension procedure, it shall formally notify the partner thereof.

If no observations have been submitted or if, despite the observations submitted by the partner, the Commission decides to pursue the suspension procedure, it may suspend the implementation by formally notifying the partner thereof, specifying the reasons for the suspension and, in the cases referred to in points (a) and (b) of Article II.15.2.1, the definitive conditions for resuming the implementation or, in the case referred to in point (c) of Article II.15.2.1, the indicative date of completion of the necessary verification.

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The suspension shall take effect on the day of the receipt of the notification by the partner or on a later date, where the notification so provides.

In order to resume the implementation of the Framework agreement or the action, the partner shall endeavour to meet the notified conditions as soon as possible and shall inform the Commission of any progress made in this respect.

Unless the Framework agreement or the Specific agreement is terminated in accordance with Article II.16.1 or points (b), (h) or (i) of Article II.16.2.2, the Commission shall, as soon as it considers that the conditions for resuming the implementation have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the partner thereof and invite the partner to present a request for amendment of the Specific agreement concerned, as provided for in Article II.15.3.2 or, where applicable, lay down the necessary adaptations of the Framework agreement, on which the parties need to agree in accordance with Article II.15.3.1.

### **II.15.3 Effects of the suspension**

- II.15.3.1** If the Framework agreement is not terminated, it may be adapted to the new implementing conditions in accordance with Article II.12. Such an amendment shall not have as a purpose or effect to extend the period set out in Article I.2.2.

The suspension of the implementation of the Framework agreement and of all automatically suspended actions in accordance with Article II.15.2.2 is deemed lifted as from the date of the notification by the Commission referred to in the sixth subparagraph of Article II.15.2.3. In this case Article II.15.3.2 shall not apply.

- II.15.3.2** If the implementation of a suspended action can be resumed and the Specific agreement is not terminated, an amendment to the Specific agreement shall be made in accordance with Article II.12 in order to establish the date on which the action shall be resumed, to extend the duration of the action and to make any other modifications that may be necessary to adapt the action to the new implementing conditions.

The suspension of the implementation of the action is deemed lifted as from the date of resumption of the action agreed by the parties in accordance with the first subparagraph. Such a date may be before the date on which the amendment of the Specific agreement enters into force.

- II.15.3.3** Any costs incurred by the partner, during the period of suspension, for the implementation of the suspended action or the suspended part thereof, shall not be reimbursed or covered by the grant.

The right of the Commission to suspend the implementation of the action or of the Framework agreement is without prejudice to its right to terminate the Framework agreement or the Specific agreement in accordance with Article

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II.16.2 and its right to reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

Neither party shall be entitled to claim compensation on account of a suspension by the other party.

## **ARTICLE II.16 – TERMINATION OF THE FRAMEWORK AGREEMENT AND THE SPECIFIC AGREEMENTS**

### **II.16.1 Termination of the Framework agreement or a Specific agreement by the partner**

The partner may terminate the Framework agreement at any time by formally notifying the Commission thereof, specifying the date on which the termination shall take effect. The notification shall be sent before the termination is due to take effect. The partner shall complete the implementation of any Specific agreement, governed by the Framework agreement, which has entered into force before the date on which the termination of the Framework agreement takes effect.

In duly justified cases the partner may terminate a Specific agreement by formally notifying the Commission thereof, stating clearly the reasons and specifying the date on which the termination shall take effect. The notification shall be sent before the termination is due to take effect.

If no reasons are given or if the Commission considers that the reasons exposed cannot justify the termination, it shall formally notify the partner, specifying the grounds thereof, and the Specific agreement shall be deemed to have been terminated improperly, with the consequences set out in the third subparagraph of Article II.16.3.

### **II.16.2 Termination of the Framework agreement or a Specific agreement by the Commission**

**II.16.2.1** The Commission may decide to terminate the Framework agreement at any time by formally notifying the partner thereof, specifying the date on which the termination shall take effect. The notification shall be sent before the termination is due to take effect. Without prejudice to its right to terminate a Specific agreement according to Article II.16.2.2 and the effects of such a termination according to Article II.16.3, the Commission shall honour its obligations arising from the implementation of any Specific agreement, governed by the Framework agreement, which has entered into force before the date on which the termination of the Framework agreement takes effect.

**II.16.2.2** The Commission may decide to terminate the Framework agreement or a Specific agreement in the following circumstances:

- (a) if a change to the partner's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Framework agreement or the Specific agreement substantially or calls into question the Commission's decision to establish the framework partnership or to award the specific grant;

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- (b) if the partner does not implement the action as specified in Annex I of the Specific agreement or fails to comply with another substantial obligation incumbent on it under the terms of the Framework agreement or the Specific agreement;
- (c) in the event of *force majeure*, notified in accordance with Article II.14, or in the event of suspension by the partner as a result of exceptional circumstances, notified in accordance with Article II.15, where resuming the implementation is impossible or where the necessary modifications to the Framework agreement or the Specific agreement would call into question the Commission's decision to establish the framework partnership or to award the specific grant or would result in unequal treatment of applicants;
- (d) if the partner is declared bankrupt, is being wound up, is having its 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) if the partner or any related person, as defined in the second subparagraph, have been found guilty of professional misconduct proven by any means;
- (f) if the partner is not in compliance with its 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 or in which the action is implemented;
- (g) if the Commission has evidence that the partner or any related person, as defined in the second subparagraph, have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (h) if the Commission has evidence that the partner or any related person, as defined in the second subparagraph, have committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Framework agreement or the Specific agreement, including in the event of submission of false information or failure to submit required information in order to establish the framework partnership with the Commission or to obtain a specific grant; or
- (i) if the Commission has evidence that the partner has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to the partner under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on a specific grant awarded under the Framework agreement.

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For the purposes of points (e), (g) and (h), "any related person" shall mean any natural person who has the power to represent the partner or to take decisions on its behalf.

**II.16.2.3** Before terminating the Framework agreement or a Specific agreement in accordance with Article II.16.2.2, the Commission shall formally notify the partner of its intention to terminate, specifying the reasons thereof and inviting the partner, within 45 calendar days from receipt of the notification, to submit observations and, in the case of point (b) of Article II.16.2.2, to inform the Commission about the measures taken to ensure that it continues to fulfil its obligations under the agreement concerned.

If, after examination of the observations submitted by the partner, the Commission decides to stop the termination procedure, it shall formally notify the partner thereof.

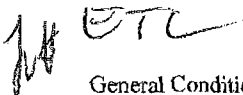
If no observations have been submitted or if, despite the observations submitted by the partner, the Commission decides to pursue the termination procedure, it may terminate the Framework agreement or the Specific agreement by formally notifying the partner thereof, specifying the reasons for the termination.

In the cases referred to in points (a), (b), (d) and (f) of Article II.16.2.2, the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (c), (e), (g), (h) and (i) of Article II.16.2.2, the termination shall take effect on the day following the date on which the formal notification was received by the partner.

### **II.16.3 Effects of termination**

Where a Specific Agreement is terminated, payments by the Commission shall be limited to the amount determined in accordance with Article II.25 on the basis of the eligible costs incurred by the partner and the actual level of implementation of the action on the date when the termination takes effect. Costs relating to current commitments, which are not due for execution until after the termination, shall not be taken into account. The partner shall have 60 days from the date when the termination of the Specific agreement takes effect, as provided for in Articles II.16.1 and II.16.2.3, to produce a request for payment of the balance in accordance with Article II.23.2. If no request for payment of the balance is received within this time limit, the Commission shall not reimburse or cover any costs which are not included in a financial statement approved by it or which are not justified in a technical report approved by it. In accordance with Article II.26, the Commission shall recover any amount already paid, if its use is not substantiated by the technical reports and, where applicable, by the financial statements approved by the Commission.

Where the Commission, in accordance with point (b) of Article II.16.2.2, is terminating the Specific agreement on the grounds that the partner has failed to produce the request for payment and, after a reminder, has still not complied with this obligation within the deadline set out in Article II.23.3, the first subparagraph shall apply, subject to the following:

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- (a) there shall be no additional time period from the date when the termination of the Specific agreement takes effect for the partner to produce a request for payment of the balance in accordance with Article II.23.2; and
- (b) the Commission shall not reimburse or cover any costs incurred by the partner up to the date of termination or up to the end of the period set out in Article 2.2 of the Specific agreement, whichever is the earlier, which are not included in a financial statement approved by it or which are not justified in a technical report approved by it.

In addition to the first and second subparagraphs, where the Specific agreement is terminated improperly by the partner within the meaning of Article II.16.1, or where the Specific agreement is terminated by the Commission on the grounds set out in points (b), (e), (g), (h) and (i) of Article II.16.2.2, the Commission may also reduce the specific grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26, in proportion to the gravity of the failings in question and after allowing the partner to submit its observations.

Neither party shall be entitled to claim compensation by the other party on account of a termination of the Framework agreement or a Specific agreement.

## **ARTICLE II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES**

**II.17.1** By virtue of Articles 109 and 131(4) of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and with due regard to the principle of proportionality, if the partner has committed substantial errors, irregularities or fraud, has made false declarations in supplying required information or has failed to supply such information at the moment of the submission of an application or during the implementation of the Framework agreement or a Specific agreement, or has been found in serious breach of its obligations under the Framework agreement or a Specific agreement, it shall be liable to:

- (a) administrative penalties consisting of exclusion from all contracts and grants financed by the Union budget for a maximum of five years from the date on which the infringement is established and confirmed following a contradictory procedure with the partner; and/or
- (b) financial penalties of 2% to 10% of the maximum amount of the specific grant in question as set out in Article 3 of the Specific agreement concerned.

In the event of another infringement within five years following the establishment of the first infringement, the period of exclusion under point (a) may be extended to 10 years and the range of the rate referred to in point (b) may be increased to 4% to 20%.

**II.17.2** The Commission shall formally notify the partner of any decision to apply such penalties.

The Commission is entitled to publish such decision under the conditions and within the limits specified in Article 109(3) of Regulation (EU, Euratom) No 966/2012.

An action may be brought against such decision before the General Court of the European Union, pursuant to Article 263 of the Treaty on the Functioning of the European Union ("TFEU").

## **ARTICLE II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISION**

**II.18.1** The Framework agreement and any Specific agreement are governed by the applicable Union law complemented, where necessary, by the law of Belgium.

**II.18.2** Pursuant to Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Union and the partner concerning the interpretation, application or validity of the Framework agreement or any Specific agreement, if such dispute cannot be settled amicably.

**II.18.3** By virtue of Article 299 TFEU, for the purposes of recoveries within the meaning of Article II.26 or financial penalties, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States. An action may be brought against such decision before the General Court of the European Union pursuant to Article 263 TFEU.

## **PART B – FINANCIAL PROVISIONS**

### **ARTICLE II.19 – ELIGIBLE COSTS**

#### **II.19.1 Conditions for the eligibility of costs**

"Eligible costs" of the action are costs actually incurred by the partner which meet the following criteria:

- (a) they are incurred in the period of duration of the action set out in Article 2.2 of the Specific agreement, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article II.23.2;
- (b) they are indicated in the estimated budget set out in Annex II of the Specific agreement;
- (c) they are incurred in connection with the action as described in Annex I of the Specific agreement and are necessary for its implementation;
- (d) they are identifiable and verifiable, in particular being recorded in the accounting records of the partner and determined according to the applicable accounting standards of the country where the partner is established and with the usual cost accounting practices of the partner;
- (e) they comply with the requirements of applicable tax and social legislation; and



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- (f) they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency.

#### **II.19.2 Eligible direct costs**

“Direct costs” of the action are those specific costs which are directly linked to the implementation of the action and can therefore be attributed directly to it. They may not include any indirect costs.

To be eligible, direct costs shall comply with the conditions of eligibility set out in Article II.19.1.

In particular, the following categories of costs are eligible direct costs, provided that they satisfy the conditions of eligibility set out in Article II.19.1 as well as the following conditions:

- (a) the costs of personnel working under an employment contract with the partner or an equivalent appointing act and assigned to the action, comprising actual salaries plus social security contributions and other statutory costs included in the remuneration, provided that these costs are in line with the partner's usual policy on remuneration; those costs may also include additional remunerations, including payments on the basis of supplementary contracts regardless of the nature of those contracts, provided that they are paid in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used;

The costs of natural persons working under a contract with the partner other than an employment contract may be assimilated to such costs of personnel, provided that the following conditions are fulfilled:

- (i) the natural person works under the instructions of the partner and, unless otherwise agreed with the partner, in the premises of the partner;
  - (ii) the result of the work belongs to the partner; and
  - (iii) the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the partner;
- (b) costs of travel and related subsistence allowances, provided that these costs are in line with the partner's usual practices on travel;
  - (c) the depreciation costs of equipment or other assets (new or second-hand) as recorded in the accounting statements of the partner, provided that the asset has been purchased in accordance with Article II.9 and that it is written off in accordance with the international accounting standards and the usual accounting practices of the partner; the costs of rental or lease of equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee;

Only the portion of the equipment's depreciation, rental or lease costs corresponding to the period set out in Article 2.2 of the Specific agreement concerned and the rate of

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actual use for the purposes of the action may be taken into account. By way of exception, the Special Conditions or the Specific agreement may provide for the eligibility of the full cost of purchase of equipment, where justified by the nature of the action and the context of the use of the equipment or assets;

- (d) costs of consumables and supplies, provided that they are purchased in accordance with Article II.9 and are directly assigned to the action;
- (e) costs arising directly from requirements imposed by the Framework agreement or the Specific agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with Article II.9;
- (f) costs entailed by subcontracts within the meaning of Article II.10, provided that the conditions laid down in that Article are met;
- (g) costs of financial support to third parties within the meaning of Article II.11, provided that the conditions laid down in that Article are met;
- (h) duties, taxes and charges paid by the partner, notably value added tax (VAT), provided that they are included in eligible direct costs, and unless specified otherwise in the Special Conditions or in the Specific agreement.

#### **II.19.3 Eligible indirect costs**

“Indirect costs” of the action are those costs which are not specific costs directly linked to the implementation of the action and can therefore not be attributed directly to it. They may not include any costs identifiable or declared as eligible direct costs.

To be eligible, indirect costs shall represent a fair apportionment of the overall overheads of the partner and shall comply with the conditions of eligibility set out in Article II.19.1.

Unless otherwise specified in the Article 3 of the Specific agreement, eligible indirect costs shall be declared on the basis of a flat rate of 7% of the total eligible direct costs.

#### **II.19.4 Ineligible costs**

In addition to any other costs which do not fulfill the conditions set out in Article II.19.1, the following costs shall not be considered eligible:

- (a) return on capital;
- (b) debt and debt service charges;
- (c) provisions for losses or debts;
- (d) interest owed;
- (e) doubtful debts;

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- (f) exchange losses;
- (g) costs of transfers from the Commission charged by the bank of the partner;
- (h) costs declared by the partner in the framework of another action receiving a grant financed from the Union budget (including grants awarded by a Member State and financed from the Union budget and grants awarded by other bodies than the Commission for the purpose of implementing the Union budget); in particular, indirect costs shall not be eligible under a specific grant for an action awarded to the partner when it already receives an operating grant financed from the Union budget during the period in question;
- (i) contributions in kind from third parties;
- (j) excessive or reckless expenditure;
- (k) deductible VAT.

## **ARTICLE II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED**

### **II.20.1 Reimbursement of actual costs**

Where, in accordance with Article 3(a)(i) of the Specific agreement, the grant takes the form of the reimbursement of actual costs, the partner must declare as eligible costs the costs it actually incurred for the action.

If requested to do so in the context of the checks or audits described in Article II.27, the partner must be able to provide adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records. In addition, the partner's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements as well as with the amounts indicated in the supporting documents.

### **II.20.2 Reimbursement of pre-determined unit costs or pre-determined unit contribution**

Where, in accordance with Article 3(a)(ii) or (b) of the Specific agreement, the grant takes the form of the reimbursement of unit costs or of a unit contribution, the partner must declare as eligible costs or as requested contribution the amount obtained by multiplying the amount per unit specified in Article 3(a)(ii) or (b) of the Specific agreement by the actual number of units used or produced.

If requested to do so in the context of the checks or audits described in Article II.27, the partner must be able to provide adequate supporting documents to prove the number of units declared. However, the partner does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, to prove the amount declared per unit.

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### **II.20.3 Reimbursement of pre-determined lump sum costs or pre-determined lump sum contribution**

Where, in accordance with Article 3(a)(iii) or (c) of the Specific agreement, the grant takes the form of the reimbursement of lump sum costs or of a lump sum contribution, the partner must declare as eligible costs or as requested contribution the global amount specified in Article 3(a)(iii) or (c) of the Specific agreement, subject to the proper implementation of the corresponding tasks or part of the action as described in Annex I to the Specific agreement.

If requested to do so in the context of the checks or audits described in Article II.27, the partner must be able to provide adequate supporting documents to prove the proper implementation. However, the partner does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, to prove the amount declared as lump sum.

### **II.20.4 Reimbursement of pre-determined flat-rate costs or pre-determined flat-rate contribution**

Where, in accordance with Article 3(a)(iv) or (d) of the Specific agreement, the grant takes the form of the reimbursement of flat-rate costs or of a flat-rate contribution, the partner must declare as eligible costs or as requested contribution the amount obtained by applying the flat rate specified in Article 3(a)(iv) or (d) of the Specific agreement.

If requested to do so in the context of the checks or audits described in Article II.27, the partner must be able to provide adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies. However, the partner does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, for the flat rate applied.

### **II.20.5 Reimbursement of costs declared on the basis of the partner's usual cost accounting practices**

Where, in accordance with Article 3(a)(v) of the Specific agreement, the grant takes the form of the reimbursement of unit costs declared on the basis of the partner's usual cost accounting practices, the partner must declare as eligible costs the amount obtained by multiplying the amount per unit calculated in accordance with its usual cost accounting practices by the actual number of units used or produced. If requested to do so in the context of the checks or audits described in Article II.27, the partner must be able to provide adequate supporting documents to prove the number of units declared.

Where, in accordance with Article 3(a)(v) of the Specific agreement, the grant takes the form of the reimbursement of lump sum costs declared on the basis of the partner's usual cost accounting practices, the partner must declare as eligible costs the global amount calculated in accordance with its usual cost accounting practices, subject to the proper implementation of the corresponding tasks or part of the action. If requested to do so in the context of the checks or audits described in Article II.27,

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the partner must be able to provide adequate supporting documents to prove the proper implementation.

Where, in accordance with Article 3(a)(v) of the Specific agreement, the grant takes the form of the reimbursement of flat-rate costs declared on the basis of the partner's usual cost accounting practices, the partner must declare as eligible costs the amount obtained by applying the flat rate calculated in accordance with its usual cost accounting practices. If requested to do so in the context of the checks or audits described in Article II.27, the partner must be able to provide adequate supporting documents to prove the eligible costs to which the flat rate applies.

In all three cases provided for in the first, second and third subparagraphs, the partner does not need to identify the actual eligible costs covered, but it must ensure that the cost accounting practices used for the purpose of declaring eligible costs are in compliance with the following conditions:

- (a) the cost accounting practices used constitute its usual cost accounting practices and are applied in a consistent manner, based on objective criteria independent from the source of funding;
- (b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and
- (c) the categories of costs used for the purpose of determining the costs declared are exclusive of any ineligible cost or costs covered by other forms of grant in accordance with Article 3 of the Specific agreement.

Where the Special Conditions provide for the possibility for the partner to request the Commission to assess the compliance of its usual cost accounting practices, the partner may submit a request for assessment, which, where required by the Special Conditions, shall be accompanied by a certificate on the compliance of the cost accounting practices ("certificate on the compliance of the cost accounting practices").

The certificate on the compliance of the cost accounting practices shall be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with the Annex VIII.

The certificate shall certify that the partner's cost accounting practices used for the purpose of declaring eligible costs comply with the conditions laid down in the fourth subparagraph and with the additional conditions which may be laid down in the Special Conditions.

Where the Commission has confirmed that the usual cost accounting practices of the partner are in compliance, costs declared in application of these practices shall not be challenged *ex post*, provided that the practices actually used comply with those approved by the Commission and that the partner did not conceal any information for the purpose of their approval.

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## **ARTICLE II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE PARTNER**

Where the Special Conditions or the Specific agreement contain a provision on entities affiliated to the partner, costs incurred by such an entity are eligible, provided that they satisfy the same conditions under Articles II.19 and II.20 as apply to the partner, and that the partner ensures that the conditions applicable to it under Articles II.3, II.4, II.5, II.7, II.9, II.10, and II.27 are also applicable to the entity.

## **ARTICLE II.22 – BUDGET TRANSFERS**

Without prejudice to Article II.10 and provided that the action is implemented as described in Annex I of the Specific agreement, the partner is allowed to adjust the estimated budget set out in Annex II of the Specific agreement, by transfers between the different budget categories, without this adjustment being considered as an amendment of the Specific agreement within the meaning of Article II.12.

The first subparagraph does not apply to amounts which, in accordance with Article 3(a)(iii) or (c) of the Specific agreement, take the form of lump sums.

## **ARTICLE II.23 – TECHNICAL AND FINANCIAL REPORTING – REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS**

### **II.23.1 Requests for further pre-financing payments and supporting documents**

Where, in accordance with Article 4.1 of the Specific agreement, the pre-financing shall be paid in several instalments and where Article 4.1 of the Specific agreement provides for a further pre-financing payment subject to having used all or part of the previous instalment, the partner may submit a request for a further pre-financing payment once the percentage of the previous instalment specified in Article 4.1 of the Specific agreement has been used.

Where, in accordance with Article 4.1 of the Specific agreement, the pre-financing shall be paid in several instalments and where Article 4.1 of the Specific agreement provides for a further pre-financing payment at the end of a reporting period, the partner shall submit a request for a further pre-financing payment within 60 days following the end of each reporting period for which a new pre-financing payment is due.

In both cases, the request shall be accompanied by the following documents:

- (a) a progress report on implementation of the action (“technical report on progress”);
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the action (“statement on the use of the previous pre-financing instalment”), drawn up in accordance with Annex V; and
- (c) where required by Article 4.1 of the Specific agreement, a financial guarantee.

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### **II.23.2 Requests for interim payments or for payment of the balance and supporting documents**

The partner shall submit a request for an interim payment or for payment of the balance within 60 days following the end of each reporting period for which, in accordance with Article 4.1 of the Specific agreement, an interim payment or the payment of the balance is due.

This request shall be accompanied by the following documents:

- (a) an interim report ("interim technical report") or, for the payment of the balance, a final report on implementation of the action ("final technical report"), drawn up in accordance with Annex IV; the interim or final technical report must contain the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution in accordance with Article 3(a)(ii), (iii), (b) or (c) of the Specific agreement, as well as information on subcontracting as referred to in Article II.10.2(d);
- (b) an interim financial statement ("interim financial statement") or, for the payment of the balance, a final financial statement ("final financial statement"); the interim or final financial statements must include a breakdown of the amounts claimed by the partner and its affiliated entities; it must be drawn up in accordance with the structure of the estimated budget set out in Annex II of the Specific agreement and with Annex V and detail the amounts for each of the forms of grant set out in Article 3 of the Specific agreement for the reporting period concerned;
- (c) only for the payment of the balance, a summary financial statement ("summary financial statement"); this statement must include a breakdown of the amounts declared or requested by the partner and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3.2 for the partner and its affiliated entities; it must be drawn up in accordance with Annex V;
- (d) a certificate on the financial statements and underlying accounts ("certificate on the financial statements") where the following conditions are met:
  - (i) in case of a specific grant for an action, where such a certificate is required by Article 4.1 of the Specific agreement or where both the total contribution in the form of reimbursement of actual costs as referred to in Article 3(a)(i) of the Specific agreement is at least EUR 750 000 and the partner requests a reimbursement in that form of at least EUR 325 000 (when adding all previous reimbursements in that form for which a certificate on the financial statements has not been submitted),
  - (ii) in case of a specific operating grant, where such a certificate is required by Article 4.1 of the Specific agreement or where the total contribution in the form of reimbursement of actual costs as referred to in Article 3(a)(i) of the Specific agreement is at least EUR 100 000.

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This certificate shall be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VI. It shall certify that the costs declared in the interim or final financial statement by the partner or its affiliated entities for the categories of costs reimbursed in accordance with Article 3(a)(i) of the Specific agreement are real, accurately recorded and eligible in accordance with the Framework agreement and the Specific agreement. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared; and

- (e) where required by Article 4.1 of the Specific agreement, an operational verification report ("operational verification report"), produced by an independent third party approved by the Commission and drawn up in accordance with Annex VII.

This report shall state that the actual implementation of the action as described in the interim or final report complies with the conditions set out in the Framework agreement and the Specific agreement.

The partner shall certify that the information provided in the request for interim payment or for payment of the balance is full, reliable and true. It shall also certify that the costs incurred can be considered eligible in accordance with Framework agreement and the Specific agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared.

#### **II.23.3 Non-submission of documents**

Where the partner has failed to submit a request for interim payment or payment of the balance accompanied by the documents referred to above within 60 days following the end of the corresponding reporting period and where the partner still fails to submit such a request within 60 days following a written reminder sent by the Commission, the Commission reserves the right to terminate the Specific agreement in accordance with Article II.16.2.2(b), with the effects described in the second and the third subparagraphs of Article II.16.3.

#### **II.23.4 Currency for requests for payment and financial statements and conversion into euro**

Requests for payment and financial statements shall be drafted in euro.

Where the partner keeps its general accounts in a currency other than the euro, it shall convert costs incurred in another currency into euro at the average of the daily exchange rates published in the C series of *Official Journal of the European Union*, determined over the corresponding reporting period. Where no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion shall be made at the average of the monthly accounting rates established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)), determined over the corresponding reporting period.

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Where the partner keeps its general accounts in euro, it shall convert costs incurred in another currency into euro according to its usual accounting practices.

## **ARTICLE II.24 – PAYMENTS AND PAYMENT ARRANGEMENTS**

### **II.24.1 Pre-financing**

The pre-financing is intended to provide the partner with a float.

Without prejudice to Article II.24.6, where Article 4.1 of the Specific agreement provides for a pre-financing payment upon entry into force of the Specific agreement, the Commission shall pay to the partner within 30 days following that date or, where required by Article 4.1 of the Specific agreement, following receipt of the financial guarantee.

Where payment of pre-financing is conditional on receipt of a financial guarantee, the financial guarantee shall fulfill the following conditions:

- (a) it is provided by a bank or an approved financial institution or, at the request of the partner and acceptance by the Commission, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the Commission to have recourse against the principal debtor (i.e. the partner); and
- (c) it provides that it remains in force until the pre-financing is cleared against interim payments or payment of the balance by the Commission and, in case the payment of the balance is made in the form of a debit note, three months after the debit note is notified to the partner. The Commission shall release the guarantee within the following month.

### **II.24.2 Further pre-financing payments**

Without prejudice to Articles II.24.5 and II.24.6, on receipt of the documents referred to in Article II.23.1, the Commission shall pay to the partner the new pre-financing instalment within 60 days.

Where the statement on the use of the previous pre-financing instalment submitted in accordance with Article II.23.1 shows that less than 70% of the previous pre-financing instalment paid has been used to cover costs of the action, the amount of the new pre-financing to be paid shall be reduced by the difference between the 70% threshold and the amount used.

### **II.24.3 Interim payments**

Interim payments are intended to reimburse or cover the eligible costs incurred for the implementation of the action during the corresponding reporting periods.

Without prejudice to Articles II.24.5 and II.24.6, on receipt of the documents referred to in Article II.23.2, the Commission shall pay to the partner the amount due as interim payment within the time limit specified in Article 4.2 of the Specific agreement.

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This amount shall be determined following approval of the request for interim payment and of the accompanying documents and in accordance with the fourth, fifth and sixth subparagraphs. Approval of the request for interim payment and of the accompanying documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Without prejudice to any ceiling set out in Article 4.1 of the Specific agreement and to Articles II.24.5 and II.24.6, the amount due as interim payment shall be determined as follows:

- (a) where, in accordance with Article 3(a) of the Specific agreement, the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate specified in that Article to the eligible costs of the action approved by the Commission for the concerned reporting period and the corresponding categories of costs, for the partner and its affiliated entities; if Article 4.1 of the Specific agreement specifies another reimbursement rate, this other rate shall be applied instead;
- (b) where, in accordance with Article 3(b) of the Specific agreement, the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified in that Article by the actual number of units approved by the Commission for the concerned reporting period for the partner and its affiliated entities;
- (c) where, in accordance with Article 3(c) of the Specific agreement, the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the partner and its affiliated entities, subject to approval by the Commission of the proper implementation during the concerned reporting period of the corresponding tasks or part of the action in accordance with Annex I of the Specific agreement;
- (d) where, in accordance with Article 3(d) of the Specific agreement, the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Commission for the concerned reporting period for the partner and its affiliated entities.

Where Article 3 of the Specific agreement provides for a combination of different forms of grant, these amounts shall be added.

Where Article 4.1 of the Specific agreement requires that the interim payment clears all or part of the pre-financing paid to the partner, the amount of pre-financing to be cleared shall be deducted from the amount due as interim payment, as determined in accordance with the fourth and fifth subparagraphs.

#### **II.24.4 Payment of the balance**

The payment of the balance, which may not be repeated, is intended to reimburse or cover after the end of the period set out in Article 2.2 of the Specific agreement the remaining part of the eligible costs incurred by the partner for its implementation. Where the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance may take the form of a recovery as provided for by Article II.26.

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Without prejudice to Articles II.24.5 and II.24.6, on receipt of the documents referred to in Article II.23.2, the Commission shall pay the amount due as the balance within the time limit specified in Article 4.2 of the Specific agreement.

This amount shall be determined following approval of the request for payment of the balance and of the accompanying documents and in accordance with the fourth subparagraph. Approval of the request for payment of the balance and of the accompanying documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

The amount due as the balance shall be determined by deducting, from the final amount of the grant determined in accordance with Article II.25, the total amount of pre-financing and interim payments already made.

#### **II.24.5 Suspension of the time limit for payment**

The Commission may suspend the time limit for payment specified in Article 4.2 of the Specific agreement or in Article II.24.2 at any time by formally notifying the partner that its request for payment cannot be met, either because it does not comply with the provisions of the Framework agreement and the Specific agreement, or because the appropriate supporting documents have not been produced, or because there is doubt about the eligibility of the costs declared in the financial statement.

The partner shall be notified as soon as possible of any such suspension, together with the reasons thereof.

Suspension shall take effect on the date when notification is sent by the Commission. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension exceeds two months, the partner may request a decision by the Commission on whether the suspension is to be continued.

Where the time limit for payment has been suspended following the rejection of one of the technical reports or financial statements provided for by Article II.23 and the new report or statement submitted is also rejected, the Commission reserves the right to terminate the Specific agreement in accordance with Article II.16.2.2(b), with the effects described in Article II.16.3.

#### **II.24.6 Suspension of payments**

The Commission may, at any time during the implementation of a Specific agreement, suspend the pre-financing payments, interim payments or payment of the balance:

- (a) if the Commission has evidence that the partner has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the grant, or if the partner fails to comply with its obligations under the Framework agreement or the Specific agreement;
- (b) if the Commission has evidence that the partner has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the

Union or by the European Atomic Energy Community which were awarded to that partner under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on a specific grant awarded under the Framework agreement; or

- (c) if the Commission suspects substantial errors, irregularities, fraud or breach of obligations committed by the partner in the award procedure or in the implementation of the Framework agreement or the Specific agreement and needs to verify whether they have actually occurred.

Before suspending payments, the Commission shall formally notify the partner of its intention to suspend payments, specifying the reasons thereof and, in the cases referred to in points (a) and (b) of the first subparagraph, the necessary conditions for resuming payments. The partner shall be invited to make any observations within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the partner, the Commission decides to stop the procedure of payment suspension, the Commission shall formally notify the partner thereof.

If no observations have been submitted or if, despite the observations submitted by the partner, the Commission decides to pursue the procedure of payment suspension, it may suspend payments by formally notifying the partner, specifying the reasons for the suspension and, in the cases referred to in points (a) and (b) of the first subparagraph, the definitive conditions for resuming payments or, in the case referred to in point (c) of the first subparagraph, the indicative date of completion of the necessary verification.

The suspension of payments shall take effect on the date when the notification is sent by the Commission.

In order to resume payments, the partner shall endeavour to meet the notified conditions as soon as possible and shall inform the Commission of any progress made in this respect.

The Commission shall, as soon as it considers that the conditions for resuming payments have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the partner thereof.

During the period of suspension of payments and without prejudice to the right to suspend the implementation in accordance with Article II.15.1 or to terminate the Specific agreement in accordance with Article II.16.1, the partner is not entitled to submit any requests for payments and supporting documents referred to in Article II.23.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for payment due following resumption of payments in accordance with the schedule laid down in Article 4 of the Specific agreement.

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#### **II.24.7 Notification of amounts due**

The Commission shall formally notify the amounts due, specifying whether it is a further pre-financing payment, an interim payment or the payment of the balance. In the case of payment of the balance, it shall also specify the final amount of the grant determined in accordance with Article II.25.

#### **II.24.8 Interest on late payment**

On expiry of the time limits for payment specified in Article 4.2 of the Specific agreement and in Articles II.24.1 and II.24.2, and without prejudice to Articles II.24.5 and II.24.6, the partner is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in euros ("the reference rate"), plus three and a half points. The reference rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

The first subparagraph shall not apply where the partner is a Member State of the Union, including regional and local government authorities and other public bodies acting in the name and on behalf of the Member State.

The suspension of the time limit for payment in accordance with Article II.24.5 or of payment by the Commission in accordance with Article II.24.6 may not be considered as late payment.

Interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article II.24.10. The interest payable shall not be considered for the purposes of determining the final amount of grant within the meaning of Article II.25.3.

By way of derogation from the first subparagraph, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the partner only upon request submitted within two months of receiving late payment.

#### **II.24.9 Currency for payments**

Payments by the Commission shall be made in euro.

#### **II.24.10 Date of payment**

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

#### **II.24.11 Costs of payment transfers**

Costs of the payment transfers shall be borne in the following way:

- (a) costs of transfer charged by the bank of the Commission shall be borne by the Commission;
- (b) costs of transfer charged by the bank of the partner shall be borne by the partner;

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- (c) all costs of repeated transfers caused by one of the parties shall be borne by the party which caused the repetition of the transfer.

## **ARTICLE II.25 – DETERMINING THE FINAL AMOUNT OF A SPECIFIC GRANT**

### **II.25.1 Calculation of the final amount**

Without prejudice to Articles II.25.2, II.25.3 and II.25.4, the final amount of the specific grant shall be determined as follows:

- (a) where, in accordance with Article 3(a) of the Specific agreement, the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate specified in that Article to the eligible costs of the action approved by the Commission for the corresponding categories of costs, for the partner and its affiliated entities;
- (b) where, in accordance with Article 3(b) of the Specific agreement, the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified in that Article by the actual number of units approved by the Commission for the partner and its affiliated entities;
- (c) where, in accordance with Article 3(c) of the Specific agreement, the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the partner and its affiliated entities, subject to approval by the Commission of the proper implementation of the corresponding tasks or part of the action in accordance with Annex I of the Specific agreement;
- (d) where, in accordance with Article 3(d) of the Specific agreement, the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Commission for the partner and its affiliated entities.

Where Article 3 of the Specific agreement provides for a combination of different forms of grant, these amounts shall be added.

### **II.25.2 Maximum amount**

The total amount paid to the partner by the Commission may in no circumstances exceed the maximum amount specified in Article 3 of the Specific agreement.

Where the amount determined in accordance with Article II.25.1 exceeds this maximum amount, the final amount of the grant shall be limited to the maximum amount specified in Article 3 of the Specific agreement.

### **II.25.3 No-profit rule and taking into account of receipts**

- II.25.3.1** The specific grant may not produce a profit for the partner, unless specified otherwise in the Special Conditions or in the Specific agreement. "Profit" shall mean a surplus of the receipts over the eligible costs of the action.

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**II.25.3.2** The receipts to be taken into account are the receipts established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the partner, which fall within one of the following two categories:

- (a) income generated by the action; or
- (b) financial contributions specifically assigned by the donors to the financing of the eligible costs of the action reimbursed by the Commission in accordance with Article 3(a)(i) of the Specific agreement.

**II.25.3.3** The following shall not be considered as a receipt to be taken into account for the purpose of verifying whether the grant produces a profit for the partner:

- (a) financial contributions referred to in point (b) of Article II.25.3.2, which may be used by the partner to cover costs other than the eligible costs under the Specific agreement;
- (b) financial contributions referred to in point (b) of Article II.25.3.2, the unused part of which is not due to the donor at the end of period set out in Article 2.2 of the Specific agreement;
- (c) in case of a specific operating grant, amounts dedicated to the building up of reserves.

**II.25.3.4** The eligible costs to be taken into account are the eligible costs approved by the Commission for the categories of costs reimbursed in accordance with Article 3(a) of the Specific agreement.

**II.25.3.5** Where the final amount of the grant determined in accordance with Articles II.25.1 and II.25.2 would result in a profit for the partner, the profit shall be deducted in proportion to the final rate of reimbursement of the actual eligible costs of the action approved by the Commission for the categories of costs referred to in Article 3(a)(i) of the Specific agreement. This final rate shall be calculated on the basis of the final amount of the grant in the form referred to in Article 3(a)(i) of the Specific agreement, as determined in accordance with Articles II.25.1 and II.25.2.

#### **II.25.4 Reduction for poor, partial or late implementation**

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 according to the terms laid down in the Framework agreement and the Specific agreement.

### **ARTICLE II.26 – RECOVERY**

#### **II.26.1 Financial responsibility**

Where an amount is to be recovered under the terms of the Framework agreement and any Specific agreement, the partner shall repay the Commission the amount in question. The partner shall be responsible for the repayment of any amount unduly paid by the Commission as a contribution towards the costs incurred by its affiliated entities.



## **II.26.2 Recovery procedure**

Before recovery, the Commission shall formally notify the partner of its intention to recover the amount unduly paid, specifying the amount due and the reasons for recovery and inviting the partner to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the partner, the Commission decides to pursue the recovery procedure, the Commission may confirm recovery by formally notifying to the partner a debit note ("debit note"), specifying the terms and the date for payment.

If payment has not been made by the date specified in the debit note, the Commission shall recover the amount due:

- (a) by offsetting it against any amounts owed to the partner by the Union or the European Atomic Energy Community (Euratom) ("offsetting"); 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; the partner's prior consent shall not be required; an action may be brought against such offsetting before the General Court of the European Union pursuant to Article 263 TFEU;
- (b) by drawing on the financial guarantee where provided for in accordance with Article 4.I of the Specific agreement ("drawing on the financial guarantee");
- (c) by taking legal action in accordance with Article II.18.2 or with the Special Conditions or by adopting an enforceable decision in accordance with Article II.18.3.

## **II.26.3 Interest on late payment**

If payment has not been made by the date set out in the debit note, the amount due shall bear interest at the rate established in Article II.24.8. Interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date when the Commission actually receives payment in full of the outstanding amount.

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

## **II.26.4 Bank charges**

Bank charges incurred in connection with the recovery of the sums owed to the Commission shall be borne by the partner except where Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC applies.

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## **ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION**

### **II.27.1 Technical and financial checks or audits and interim and final evaluations**

The Commission may carry out technical and financial checks and audits in relation to the use of a specific grant. It may also check the statutory records of the partner for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided in the framework of checks or audits shall be treated on a confidential basis.

In addition, the Commission may carry out interim or final evaluation of the impact of an action measured against the objective of the Union programme concerned.

Checks, audits or evaluations made by the Commission may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks, audits or evaluations may be initiated during the implementation of the Specific agreement and for a period of five years starting from the date of payment of the balance for the action concerned. This period shall be limited to three years if the maximum amount specified in Article 3 of the Specific agreement is not more than EUR 60 000.

The check, audit or evaluation procedure shall be deemed to be initiated on the date of receipt of the letter of the Commission announcing it.

### **II.27.2 Duty to keep documents**

The partner shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by its national law and under the conditions laid down therein, for a period of five years starting from the date of payment of the balance for the action concerned.

This period shall be limited to three years if the maximum amount specified in Article 3 of the Specific agreement is not more than EUR 60 000.

The periods set out in the first and second subparagraphs shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case referred to in Article II.27.7. In such cases, the partner shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed.

### **II.27.3 Obligation to provide information**

The partner shall provide any information, including information in electronic format, requested by the Commission, or by any other outside body authorised by it, in the context of checks, audits or evaluations as referred to in Article II.27.1.

In case the partner does not comply with the obligation set out in the first subparagraph, the Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the partner as ineligible;

- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the partner as undue.

#### **II.27.4 On-the-spot visits**

During an on-the-spot visit, the partner shall allow Commission staff and outside personnel authorised by the Commission to have access to the sites and premises where the action concerned is or was carried out, and to all the necessary information, including information in electronic format.

It shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

In case the partner refuses to provide access to the sites, premises and information in accordance with the first and second subparagraphs, the Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the partner as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the partner as undue.

#### **II.27.5 Contradictory audit procedure**

On the basis of the findings made during the audit, a provisional report ("draft audit report") shall be drawn up. It shall be sent by the Commission or its authorised representative to the partner, which shall have 30 days from the date of receipt to submit observations. The final report ("final audit report") shall be sent to the partner within 60 days of expiry of the time limit for submission of observations.

#### **II.27.6 Effects of audit findings**

On the basis of the final audit findings, the Commission may take the measures which it considers necessary, including recovery of all or part of the payments made by it under the Specific agreement concerned, in accordance with Article II.26.

In the case of final audit findings made after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the specific grant, determined in accordance with Article II.25, and the total amount paid to the partner under the Specific agreement for the implementation of the action.

#### **II.27.7 Correction of systemic or recurrent errors, irregularities, fraud or breach of obligations**

**II.27.7.1** The Commission may take all measures which it considers necessary, including recovery of all or part of the payments made by it under a Specific agreement, in accordance with Article II.26, where the following conditions are fulfilled:

- (a) the partner is found, on the basis of an audit of other grants awarded to it under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on a specific grant awarded under the Framework agreement; and

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- (b) the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations is received by the partner within the period referred to in Article II.27.1.

**II.27.7.2** The Commission shall determine the amount to be corrected under the Specific agreement concerned:

- (a) wherever possible and practicable, on the basis of costs unduly declared as eligible under the Specific agreement.

For that purpose, the partner shall revise the financial statements submitted under the Specific agreement taking account of the findings and resubmit them to the Commission within 60 days from the date of receipt of the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the specific grant concerned, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the partner and approved by the Commission, and the total amount paid to the partner under the Specific agreement for the implementation of the action;

- (b) where it is not possible or practicable to quantify precisely the amount of ineligible costs under the Specific agreement, by extrapolating the correction rate applied to the eligible costs for the grants for which the systemic or recurrent errors or irregularities have been found.

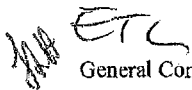
The Commission shall formally notify the extrapolation method to be applied to the partner, which shall have 60 days from the date of receipt to submit observations and to propose a duly substantiated alternative method.

If the Commission accepts the alternative method proposed by the partner, it shall formally notify the partner thereof and determine the revised eligible costs by applying the accepted alternative method.

If no observations have been submitted or if the Commission does not accept the observations or the alternative method proposed by the partner, the Commission shall formally notify the partner thereof and determine the revised eligible costs by applying the extrapolation method initially notified to the partner.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the specific grant concerned, determined in accordance with Article II.25 on the basis of the revised eligible costs after extrapolation, and the total amount paid to the partner under the Specific agreement for the implementation of the action; or

- (c) where ineligible costs cannot serve as a basis for determining the amount to be corrected, by applying a flat rate correction to the specific grant, having regard to the principle of proportionality.

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The Commission shall formally notify the flat rate to be applied to the partner, which shall have 60 days from the date of receipt to submit observations and to propose a duly substantiated alternative flat rate.

If the Commission accepts the alternative flat rate proposed by the partner, it shall formally notify the partner thereof and correct the grant amount by applying the accepted alternative flat rate.

If no observations have been submitted or if the Commission does not accept the observations or the alternative flat rate proposed by the partner, the Commission shall formally notify the partner thereof and correct the grant amount by applying the flat rate initially notified to the partner.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the specific grant concerned after flat-rate correction and the total amount paid to the partner under the Specific agreement for the implementation of the action.

#### **II.27.8 Checks and inspections by OLAF**

The European Anti-Fraud Office (OLAF) shall have the same rights as the Commission, notably right of access, for the purpose of checks and investigations.

By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF), 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, OLAF findings may lead to recovery by the Commission.

#### **II.27.9 Checks and audits by the European Court of Auditors**

The European Court of Auditors shall have the same rights as the Commission, notably right of access, for the purpose of checks and audits.

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## **ANNEX TO THE GRANT AGREEMENT COMPRISING**

**1.- FINAL ACTIVITY REPORT TEMPLATE TO BE USED BY BENEFICIARIES WHOSE  
OPERATING COSTS ARE FUNDED UNDER PROGRESS**

**2.- TEMPLATE STRUCTURE FOR EXECUTIVE SUMMARY**

**3.- COMPULSORY MENTIONS OF EU SUPPORT**

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

### **1.- FINAL ACTIVITY REPORT TEMPLATE TO BE USED BY BENEFICIARIES WHOSE OPERATING COSTS ARE FUNDED UNDER PROGRESS**

This exercise aims at telling the Commission how the Work Programme you have received funding for has progressed and what was achieved in the funding period.

It is divided in four different parts.

1. The first part relates to the general information about your Work Programme.
2. The second part includes detailed qualitative and quantitative report of the activities performed, outputs delivered and results achieved, in comparison to those originally planned in the Work Programme. It also includes self-assessment of key lessons learned and their dissemination.
3. The third part includes Summary Performance Information to be used for the performance monitoring of PROGRESS, your funding programme. **This part will have to be compiled on a yearly base and will be due by 15 January t the latest.**
4. List of evidence and annexes to be attached.

The deadline for returning BOTH hard and electronic versions of your Final Activity Report including the financial report and all your evidence is indicated in Article II.23.2 of the General Conditions of your grant agreement.

Please send **ONE original and ONE** hard copy of this Final Activity Report, including the financial report and all of your evidence in ONE copy only, to:

Please email **ONE** electronic copy of this form and your evidence to:

Please complete all the sections

*Handwritten signature/initials*

## **I- GENERAL INFORMATION**

### **1. Work Programme Title**

Please insert the reference as indicated in your agreement

### **2. Grant agreement reference Number**

Please insert the reference as indicated in your grant agreement

### **3. Implementation period of the work programme**

|               |                                |
|---------------|--------------------------------|
| Starting date | DD/MM/YYYY [actual]            |
| Closing date  | DD/MM/YYYY [estimated/planned] |

### **4. Reporting period**

|       |            |     |            |
|-------|------------|-----|------------|
| From: | DD/MM/YYYY | To: | DD/MM/YYYY |
|-------|------------|-----|------------|

### **5. Website of the organisation**

### **6. Details of the beneficiary**

|           |  |
|-----------|--|
| Name      |  |
| Street    |  |
| Postcode  |  |
| City      |  |
| Country   |  |
| Website   |  |
| Telephone |  |
| Telefax   |  |

### **7. Legal representative**

|                   |  |
|-------------------|--|
| Family Name       |  |
| First Name        |  |
| Position/Function |  |

### **8. Person to contact for questions on the report (contact person)**

|                   |  |
|-------------------|--|
| Family Name       |  |
| First Name        |  |
| Position/Function |  |
| E-mail            |  |
| Telephone         |  |
| Telefax           |  |

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## **II.- DETAILED PERFORMANCE INFORMATION**

### **II.1.- EXECUTION OF YOUR WORK PROGRAMME**

In this section we want to know whether you have executed as planned your Work Programme as detailed in the grant agreement. The strategic objectives in the Work Programme were grouped under four different headings (immediate outcomes):

- Improving its organisational capacity and management;
- Voicing the conditions, concerns and expectations of (1) people exposed to social exclusion, discrimination and gender inequality or (2) organisations providing services to people exposed to social exclusion, discrimination and gender inequality.
- Reinforcing the skills of the networks and its members' organisations to advance, support and further develop EU objectives and priorities at national level.
- Better integrating cross-cutting issues (e.g. gender, poverty and non-discrimination) in its day-to-day work.

We ask you to provide information on the **outcomes**, **activities** and **outputs**. For each outcome you should report on **ALL** the activities and outputs as they appear in the grant agreement, e.g. if one outcome has 8 activities and 8 outputs then you should list and report on each one of these.

### **IMMEDIATE OUTCOME 1: IMPROVING ORGANISATIONAL CAPACITY AND MANAGEMENT**

9. List the strategic objectives of the Work Programme as set out in your grant agreement (and the Triennial Strategic Plan), and tell how they were responded to during this reporting period. Please:

- focus on the *results/outcomes* of your Work Programme (i.e., benefits to the target group(s) addressed);
- include detail on what *change* implementation of your Work Programme has brought about;
- as well as any *difficulties* you have faced.

*Important: please note that all activities and outputs/deliverables must be presented not here but in the table 11)*

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**Report on your achievements using the performance measurement framework of the Work Programme** (as per its Part A: 4. Performance Measurement), **describe and explain any variance from the original targets.** Use the Table below. Please insert/delete (merge/split) lines as required.

| PERFORMANCE MEASURE                          | UNIT OF MEASUREMENT                | DATA SOURCE                  | PLANNED TARGET<br>(please take from the Work Programme) | ACTUAL VALUE<br>(after implementation of the Work Programme) |
|--|------------------------------------|------------------------------|---|--|
| 1st performance measure from Work Programme) | Unit: (insert from Work Programme) | (insert from Work Programme) | (insert from Work Programme)                            | (insert; if relevant, explain deviation)                     |
|  |                                    |                              |   |  |

**Describe the activities and outputs/deliverables of the Work Programme, describe and explain any variance from the original targets of the Work Programme** (as per its Part B: Detailed Activity Planning). Use the Table below. Please insert/delete (merge/split) lines as required.

| Planned Outputs, incl. original target (from Work Programme) | Actual delivery<br>(Comment/explain any deviation, if necessary) | Actual related activities | Comments<br>(Describe any variance from the original Work Programme: how and why; provide justification of the change(s) made) | Evidence*<br>(For a full list of evidence requested, please refer to the check list below - please mention here the evidence and make the link with the documents which you will annex to this Report) |
|--|--|---------------------------|--|--|
|  |  |                           |  |  |
|  |  |                           |  |  |
|  |  |                           |  |  |

VOICING THE CONDITIONS, CONCERNS AND EXPECTATIONS OF  
SOCIAL EXCLUSION, DISCRIMINATION AND GENDER INEQUALITY OR  
DENYING SERVICES TO PEOPLE EXPOSED TO SOCIAL EXCLUSION, DISCRIMINATION AND

es of the Work Programme as set out in your grant agreement (and the Triennial Strategic Plan), and tell  
during this reporting period. Please,  
comes of your Work Programme (i.e., benefits to the target group(s) addressed);  
change implementation of your Work Programme has brought about;  
ies you have faced;  
activities and outputs/deliverables must be presented not here but in the table 14)

gements using the performance measurement framework of the Work Programme (as per its Part A, 4.  
escribe and explain any variance from the original targets. Use the Table below. Please insert/delete

| UNIT OF MEASUREMENT | DATA SOURCE | PLANNED TARGET | ACTUAL VALUE |
|---------------------|-------------|----------------|--------------|
|---------------------|-------------|----------------|--------------|

describe the activities and outputs/deliverables of the Work Programme, describe and explain any variance from the original Work Programme (as per its Part B: Detailed Activity Planning). Use the Table below. Please insert/delete (merge/split) lines as

| Planned Outputs, incl. initial target (Work Programme) | Actual delivery (Comment/explain any deviance, if necessary) | Actual related activities | Comments (Describe any variance from the original Work Programme, how and why, provide justification of the change(s) made) | Evidence* (For a full list of evidence requested, please refer to the check list below – please mention here the evidence and make the link with the documents which you will annex to this Report) |
|--|--|---------------------------|---|---|
|  |  |                           |   |   |
|  |  |                           |   |   |
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|  |  |                           |   |   |

**STATE OUTCOME 3: REINFORCING THE SKILLS OF THE NETWORKS AND ITS MEMBERS' ORGANISATIONS TO E, SUPPORT AND FURTHER DEVELOP EU OBJECTIVES AND PRIORITIES AT NATIONAL LEVEL**

the strategic objectives of the Work Programme as set out in your grant agreement (and the Triennial Strategic Plan), and tell were responded to during this reporting period. Please,   
 on the possible outcomes of your Work Programme / or benefits to the target group(s) and/or society.

Achievements using the performance measurement framework of the Work Programme (as per its Part A. 4). Describe and explain any variance from the original targets. Use the Table below. Please insert/delete

| UNIT OF MEASUREMENT                | DATA SOURCE                  | PLANNED TARGET<br>(please take from the Work Programme) | ACTUAL VALUE<br>(after implementation of the Work Programme) |
|------------------------------------|------------------------------|---|--|
| Unit: (insert from Work Programme) | (insert from Work Programme) | (insert from Work Programme)                            | (insert; if relevant, explain deviation)                     |
|                                    |                              |   |  |

Activities and outputs/deliverables of the Work Programme, describe and explain any variance from the original plan (as per its Part B: Detailed Activity Planning). Use the Table below. Please insert/delete (merge/split) lines as

| Actual delivery<br>(Comment: explain any deviance, if necessary) | Actual related activities | Comments<br>(Describe any variance from the original Work Programme; how and why; provide justification of the change(s) made) | Evidence*<br>(For a full list of evidence requested, please refer to the check list below – please mention here the evidence and make the link with the |
|--|---------------------------|--|---|
|--|---------------------------|--|---|

|  |  |  |  |  |
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|  |  |  |  |  |

**STATE OUTCOME 4: BETTER INTEGRATING CROSS-CUTTING ISSUES (E.G. GENDER, POVERTY AND NON-  
INCLUSION) IN DAY-TO-DAY WORK**

the strategic objectives of the Work Programme as set out in your grant agreement (and the Triennial Strategic Plan), and tell us how they were responded to during this reporting period. Please, focus on the *results/outcomes* of your Work Programme (i.e. benefits to the target group(s) addressed). Include detail on what *change* implementation of your Work Programme has brought about, as well as any *difficulties* you have faced.

*(Please note that all activities and outputs/deliverables must be presented not here but in the table 20)*



achievements using the performance measurement framework of the Work Programme (as per its Part A. 4). Describe and explain any variance from the original targets. Use the Table below. Please insert/delete

| UNIT OF MEASUREMENT                | DATA SOURCE                  | PLANNED TARGET<br>(please take from the Work Programme) | ACTUAL VALUE<br>(after implementation of the Work Programme) |
|------------------------------------|------------------------------|---|--|
| Unit: (insert from Work Programme) | (insert from Work Programme) | (insert from Work Programme)                            | (insert; if relevant, explain deviation)                     |
|                                    |                              |   |  |

ties and outputs/deliverables of the Work Programme, describe and explain any variance from the original plan (as per its Part B. Detailed Activity Planning). Use the Table below. Please insert/delete (merge/split) lines as

| Actual delivery<br>(Comment/explain any deviance, if necessary) | Actual related activities | Comments<br>(Describe any variance from the original Work Programme; how and why, provide justification of the change(s) made) | Evidence*<br>(For a full list of evidence requested, please refer to the check list below—please mention here the evidence and make the link with the documents which you will annex to this Report) |
|---|---------------------------|--|--|
|   |                           |  |  |
|   |                           |  |  |
|   |                           |  |  |
|   |                           |  |  |

*I like you to cross reference (or signpost) the evidence. You may want to use specific codes for the documents presented as evidence or you want to use file dividers to divide the files into various appendices. The important thing is to clearly signpost the evidence so that it is easy for the assessor to link the evidence with the milestone / output you are reporting progress on. The evidence that you are able to provide will be determined by the nature of your work programme. For a full list of evidence requested, please refer to the check list below.*

**Additional comments** (include here information or comments regarding the performance information you detailed above that might help put the performance information into context or justify the level of performance achieved so far)



## **II.2- Lessons learned and dissemination of results**

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

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

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

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

**Please outline the key findings and conclusions of such evaluation.**

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

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### III. SUMMARY PERFORMANCE INFORMATION

Please note that this quantitative performance information must be submitted only in relation to delivered outputs in Year N if any by 15 January Year N+1 at the latest. Such information is necessary to prepare PROGRESS annual performance report Year N due to be submitted to the European Parliament and the Council by 31 March Year N+1.

| I. MONITORING/ASSESSMENT REPORTS /<br>POSITION/POLICY PAPERS /IDENTIFICATION OF<br>GOOD PRACTICES  | Unit                            | Planned  | Actual   |
|--|---------------------------------|----------|----------|
| If there were any REPORTS (which include written outputs such as reports, analyses, studies, reviews, manuals, working papers, toolkits, etc.) produced as part of your Work Programme, please indicate:   |                                 |          |          |
| <i>Guidance:</i><br>Please provide the total number of independent written outputs, irrespective of whether they were published or not. An output produced in several languages counts as a single output.<br>Next please disaggregate the total number into the subcategories provided according to the written output's primary objective. A single output may fall into several categories (e.g., a study may aim at produce policy advice and at the same time to identify good practice). |                                 |          |          |
| <b>The total number of reports, of which</b>   | No.                             | [insert] | [insert] |
| • <i>reports aimed at providing policy advice, research and analysis</i>   | No.                             | [insert] | [insert] |
| • <i>reports aimed at identifying good practices</i>   | No.                             | [insert] | [insert] |
| • <i>monitoring and assessment reports on the implementation of laws or policies</i>   | No.                             | [insert] | [insert] |
| <b>Scope of dissemination</b>  |                                 |          |          |
| <b>Total number of paper copies distributed</b> (please provide a total cumulative number for all the reports), of which to:   | No. of paper copies distributed | [insert] | [insert] |
| • <i>EU-level policy and decision-makers</i>   | No. of copies distributed       |          | [insert] |
| • <i>National/regional/local-level policy and decision-makers</i>  | No. of copies distributed       |          | [insert] |
| • <i>Social, economic/business partners</i>  | No. of copies distributed       |          | [insert] |
| • <i>Civil society, NGOs</i>   | No. of copies distributed       |          | [insert] |
| • <i>Academia, experts, think tanks</i>  | No. of copies distributed       |          | [insert] |
| • <i>Media, Journalists</i>  | No. of copies distributed       |          | [insert] |
| • <i>If the reports have been published online, please also provide the total number of their downloads by unique users (if web address differs from the one indicated under Part I, please indicate website address here)</i>   | No. of downloads                |          | [insert] |

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| 2/ ORGANISATIONAL CAPACITY BUILDING:<br>TRAININGS/SEMINARS ON POLICY/ORGANISATIONAL<br>ISSUES  | Unit | Planned  | Actual   |
|--|------|----------|----------|
| If there were any TRAININGS/SEMINARS on policy or organisational issues organised by you for your network members (includes all kinds of training events, meetings, seminars, working groups, statutory committees, conferences and similar events aimed at capacity building), please indicate: |      |          |          |
| Number of such trainings/seminars/similar events   | No.  | {insert} | {insert} |
| Total cumulative duration of these events (please sum up duration of the above events, converted into full working day equivalent, i.e., 8 hours) <sup>1</sup>   | Days | {insert} | {insert} |
| Number of individuals who participated in these events   | No.  | {insert} | {insert} |
| Number of women among these participants   | No.  | {insert} | {insert} |

|   |  |  |          |
|---|--|--|----------|
| Next please report on participants satisfaction using the standardised questionnaire ( see footnote <sup>2</sup> ): |  |  |          |
| Title of the event  |  |  |          |
| Total number of participants to the event   | No.  |  | {insert} |
| Total number of participants responding to at least one compulsory question   | No.  |  | {insert} |
| Did the event match your needs?   | Share of respondents having responded as 5 "yes, agree strongly", per cent |  | {insert} |
|   | Share of respondents having responded as 4 "yes, somewhat agree", per cent |  | {insert} |
| Did you gain relevant knowledge and information?  | Share of respondents having responded as 5 "yes, agree strongly", per cent |  | {insert} |
|   | Share of respondents having responded as 4 "yes, somewhat agree", per cent |  | {insert} |
| Will you be able to apply such knowledge and information in your work?  | Share of respondents having responded as 5 "yes, agree strongly", per cent |  | {insert} |
|   | Share of respondents having responded as 4 "yes, somewhat agree", per cent |  | {insert} |

<sup>1</sup> For example, 1 four-day training (4 days), 2 one-day training sessions (2 days) and 1 half-day round-table discussion (0,5 day) result in total cumulative duration of 6,5 days.

<sup>2</sup> We are keen in ensuring that what we fund or do is to the satisfaction of participants. For that we need your assistance. You will thus be requested for each event you are organising to carry out a short on-the-spot survey. We have listed standard questions, which shall feature in the evaluation form distributed to the participants of your events. Depending on the internal needs of your work, your questionnaire may feature more questions, yet these other questions remain outside the scope of our monitoring work. The standard questionnaire below sets only the compulsory questions which shall be posed to the participants as they are (i.e., without adjusting them):

| Compulsory questions of participant satisfaction survey  |   |   |   |   |   |
|--|---|---|---|---|---|
| Please scale the following aspects of the event on a 1-5 basis, where 5 signifies "yes, agree strongly", 4- "yes, somewhat agree", 3- "neither agree nor disagree", 2- "no, somewhat disagree" and 1- "no, disagree strongly" (Values shall be rounded to one decimal point) |   |   |   |   |   |
|  | 5 | 4 | 3 | 2 | 1 |
| Did the event match your needs?  |   |   |   |   |   |
| Did you gain relevant knowledge and information?   |   |   |   |   |   |
| Will you be able to apply such knowledge and information in your work?   |   |   |   |   |   |

| 3. INFORMATION, AWARENESS RAISING AND CAMPAIGNING ACTIVITIES, NETWORKING, EVENTS   |  | Unit     | Planned  | Actual |
|--|--|----------|----------|--------|
| <b>THIRD-PARTY INITIATIVES:</b>  |  |          |          |        |
| Number of participation of key EU network staff and board members as speakers/moderators to conferences and other similar events organised by third parties, of which  | No. of appearances   | [insert] | [insert] |        |
| - EU level events  | No.  | [insert] | [insert] |        |
| - National events  | No.  | [insert] | [insert] |        |
| - Regional/local events  | No.  | [insert] | [insert] |        |
| Number of consultations organised by EU or national level decision-makers to which you were invited to contribute and/or contributed, of which   | No.  | [insert] | [insert] |        |
| - EU level consultations   | No.  | [insert] | [insert] |        |
| - National level consultations   | No.  | [insert] | [insert] |        |
| Number of meetings between key EU network staff and board members with EU institutions and national authorities and other stakeholders, of which   | No.  | [insert] | [insert] |        |
| - At EU level  | No.  | [insert] | [insert] |        |
| - At national level  | No.  | [insert] | [insert] |        |
| <b>EVENTS ORGANISED BY YOUR ORGANISATION AND YOUR MEMBERS' ORGANISATIONS:</b>  |  |          |          |        |
| If there were any OTHER INFORMATION, AWARENESS-RAISING AND CAMPAIGNING EVENTS (includes various meetings, conferences, round tables, networking events, etc.) events organised under your Work Programme, please indicate: |  |          |          |        |
| Number of information and communication events   | No.  | [insert] | [insert] |        |
| Total cumulative duration of these events (please sum up duration of the above events, converted into full working day equivalent, i.e., 8 hours)  | Days   | [insert] | [insert] |        |
| Number of individuals who participated in these events   | No.  | [insert] | [insert] |        |
| Number of women among these participants   | No.  | [insert] | [insert] |        |
| Next please report on participants satisfaction using the standardised questionnaire (see footnote <sup>2</sup> ):   |  |          |          |        |
| Title of the event   |  |          |          |        |
| Total number of participants to the event  |  | No.      | [insert] |        |
| Total number of participants responding to at least one compulsory question  |  | No.      | [insert] |        |
| Did the event match your needs?  | Share of respondents having responded as 5 "yes, agree strongly", per cent |          | [insert] |        |
|  | Share of respondents having responded as 4 "yes, somewhat agree", per cent |          | [insert] |        |
| Did you gain relevant knowledge and information?   | Share of respondents having responded as 5 "yes, agree strongly", per cent |          | [insert] |        |
|  | Share of respondents having responded as 4 "yes, somewhat agree", per cent |          | [insert] |        |
| Will you be able to apply such knowledge and information in your work?   | Share of respondents having responded as 5 "yes, agree strongly", per cent |          | [insert] |        |
|  | Share of respondents having responded as 4 "yes, somewhat agree", per cent |          | [insert] |        |

| 4. INFORMATION, AWARENESS, RAISING AND CAMPAIGNING ACTIVITIES, NETWORKING, OTHER INFORMATION, PROMOTIONAL MATERIAL, WEBSITE   | Unit   | Planned  | Actual   |
|---|--|----------|----------|
| If there were any INFORMATION/PROMOTIONAL MATERIALS (including leaflets, brochures, newsletters, websites, articles in media, video material, etc.) produced as part of your Work Programme, please indicate:   |  |          |          |
| <p><u>Guidance:</u><br/>           Please provide the total number of various information and promotion materials, irrespective of their form/type of publishing (video, electronic document, printed on paper, etc.). An output produced in several languages counts as a single output.<br/>           Next please provide the total cumulative number of the disseminated copies of these materials (e.g., printed/published copies distributed to your target audiences, number of downloads of the electronic copies published on websites, number of unique visitors to your information/promotional website(s), etc.).</p> |  |          |          |
| <b>Total number of pieces of such information and promotional material, of which</b>  |  | {insert} | {insert} |
| • <i>Total number of printed material copies</i>  |  | {insert} | {insert} |
| • <i>Number of copies in easy-to-read language for disabled people</i>  |  | {insert} | {insert} |
| • <i>Number of copies in each language</i>  |  |          |          |
| English   |  | {insert} | {insert} |
| French  |  | {insert} | {insert} |
| German  |  | {insert} | {insert} |
| Other languages   |  | {insert} | {insert} |
| <b>Scope of dissemination:</b>  |  |          |          |
| <b>Total number of material copies distributed, of which to:</b>  | No. of copies distributed  | {insert} | {insert} |
| • <i>EU-level policy and decision-makers</i>  | No. of copies distributed  |          | {insert} |
| • <i>National/regional/local-level policy and decision-makers</i>   | No. of copies distributed  |          | {insert} |
| • <i>Social, economic/business partners</i>   | No. of copies distributed  |          | {insert} |
| • <i>Civil society, NGOs</i>  | No. of copies distributed  |          | {insert} |
| • <i>Academia, experts, think tanks</i>   | No. of copies distributed  |          | {insert} |
| • <i>Media, Journalists</i>   | No. of copies distributed  |          | {insert} |
| • <i>Total number of visits to websites related to information and promotional (e.g., the website of your action)</i>   | The average no. of unique visits per month during the reporting period |          | {insert} |

ETL

#### IV. - SIGNATURE

##### DECLARATION

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

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

Title                      First name    Surname

Position held in the organisation

Signed    Date

On behalf of (organisation name):

##### Check List -- Have you:

- ☐ Filled out all sections of the form with the requested information?
- ☐ Responded within the required deadline?
- ☐ Made sure that all your published material acknowledged support from the EU?
- ☐ Attached the required documentation:
  - The print-out of the duly completed, validated and submitted on-line final budget form SWIM which stands as your financial report
  - Executive summary of your work programme in English (see proposed structure)
  - Printed and electronic copies of information and promotional materials (articles, leaflets, brochures, programme, stickers, posters, tapes, calendars, etc);
  - Printed and electronic copies of the reports, analyses, studies, reviews, manuals, working papers, attendance lists, toolkits, computer discs with information if available etc.) produced under your work programme;
  - For the events, the list of participants with the original signatures;
- ☐ Completed section 4 with the correct signatories?
- ☐ Submitted ONE original and ONE hard copy of the final activity and financial reports as well as the supporting evidence and ONE electronic copy of all documents?

## 2.- TEMPLATE STRUCTURE FOR EXECUTIVE SUMMARY

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

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

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

**Please ensure your Executive Summary includes the following headings:**

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

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

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

**3. Key results (1 page maximum)**

- a. results/outcomes of the action, including benefits for main actors and target group(s)
- b. added value of the action, i.e. the lasting impact and/or multiplier effect.

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### 3- COMPULSORY MENTION REGARDING EU SUPPORT

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

*This (publication, web site, conference, training session etc) is supported under the EU Programme for Employment and Social Solidarity - PROGRESS (2007-2013).*

*This programme is managed by the Directorate-General for Employment, social affairs and equal opportunities of the European Commission. It was established to financially support the implementation of the objectives of the EU in the fields of employment, social affairs and equal opportunities and thereby contribute to the achievement of the Europe 2020 strategic objectives.*

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

*PROGRESS mission is to strengthen the EU contribution in support of Member States' commitment. PROGRESS will be instrumental in:*

- *providing analysis and policy advice on PROGRESS policy areas;*
- *monitoring and reporting on the implementation of EU legislation and policies in PROGRESS policy areas;*
- *promoting policy transfer, learning and support among Member States on EU objectives and priorities; and*
- *relaying the views of the stakeholders and society at large*

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

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

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







EUROPEAN COMMISSION

DG

Directorate

Unit

## SPECIFIC GRANT AGREEMENT

SPECIFIC AGREEMENT NUMBER - [ ]

This specific agreement (hereinafter referred to as "the Specific agreement") is concluded between:

The **European Union** (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), represented for the purposes of signature of the Specific agreement by [function, DG/service, forename and surname],

on the one part,

and

[full official name] ([ACRONYM])

[official legal status or form]

[official registration no.]

[official address in full]

[fax number],

hereinafter referred to as "the partner", represented for the purposes of signature of the Specific agreement by [function, forename and surname],

on the other part.

The following annexes form an integral part of the Specific agreement:

Annex I [Description of the action] [Work programme of the partner]: [ ] page(s)

Annex II Estimated budget: [ ] page(s)







- (a) The reimbursement of [ ]% of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR [ ] and which are:
  - (i) actually incurred ("reimbursement of actual costs") for the direct costs for the partner [and the affiliated entities]
  - (ii) reimbursement of unit costs: not applicable
  - (iii) reimbursement of lump sum costs: not applicable
  - (iv) declared on the basis of a flat-rate of 7% of the eligible direct costs ("reimbursement of flat-rate costs") for the indirect costs for the partner [and the affiliated entities]
  - (v) reimbursement of costs declared on the basis of the partner's usual cost accounting practices: not applicable
- (b) unit contribution: not applicable
- (c) lump sum contribution: not applicable
- (d) flat-rate contribution: not applicable

## **ARTICLE 4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS**

### **4.1 Reporting periods, payments**

In addition to the provisions set out in Articles II.23 and II.24 of the Framework agreement, the following reporting and payment arrangements shall apply:

- Upon entry into force of the Specific agreement, a pre-financing payment of [ ]% of the maximum amount specified in Article 3 shall be paid to the partner[ subject to the receipt of a guarantee of an amount equal to the pre-financing to be paid];
- [- A second pre-financing payment of [ ]% of the maximum amount specified in Article 3 shall be paid to the partner, subject to having used at least 70% of the previous pre-financing instalment paid[ and to the receipt of a guarantee of an amount equal to the pre-financing instalment to be paid];]
- Sole reporting period from the starting date to the end of the period set out in Article 2.2: The balance shall be paid to the partner[, subject to the receipt of a certificate on the financial statements and underlying accounts ("certificate on the financial statements")].

[By way of derogation from Article II.23.2(d) of the Framework agreement, the partner shall not submit a certificate on the financial statements.]

### **4.2 Time limit for payments**

The time limit for the Commission to make payment of the balance is 90 days.

### **4.3 Language of requests for payments, technical reports and financial statements**

All requests for payments, technical reports and financial statements shall be submitted in English.

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## ARTICLE 5 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the partner's bank account as indicated below:

Name of bank: [ ]

Address of branch: [ ]

Precise denomination of the account holder: [ ]

Full account number (including bank codes): [ ]

IBAN code: [ ]

## ARTICLE 6 – OTHER SPECIAL CONDITIONS

[Either:] [Not applicable.] [or the following text:]

[ ]

## SIGNATURES

For the partner

[forename surname]

For the Commission

[forename surname]


.....  
Done at .....

on ..... (date)

In duplicate in English

.....  
Done at [Brussels][Luxembourg]

on (date of C.A.D. stamp)

 Specific agreement number: [ ]