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ANNEX I — GENERAL CONDITIONS

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PART A — LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 — DEFINITIONS

The following definitions apply for the purpose of the Agreement:

‘Action’: the set of activities or the project for which the grant is awarded, to be implemented by the beneficiary as described in Annex II;

‘Confidential information or document’: any information or document (in any format) received by either party from the other or accessed by either party in the context of the implementation of the Agreement that any of the parties has identified in writing as confidential. It does not include information that is publicly available;

‘Conflict of interests’: a situation where the impartial and objective implementation of the Agreement by the beneficiary is compromised for reasons involving family, emotional life, political or national affinity, economic interest, or any other shared interest with the Commission or any third party related to the subject matter of the Agreement;

‘Direct costs’: 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;

‘Force majeure’: any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Agreement, which is not attributable to error or negligence on their part or on the part of the subcontractors affiliated entities or third parties in receipt of financial support and which proves to be inevitable despite their exercising due diligence. The following cannot be invoked as *force majeure*: labour disputes, strikes, financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of *force majeure*;

‘Formal notification’: form of communication between the parties made in writing by mail or electronic mail which provides the sender with compelling evidence that the message was delivered to the specified recipient;

‘Fraud’: any intentional act or omission affecting the Union’s financial interests relating to the use or presentation of false, incorrect or incomplete statements or documents, to non-disclosure of information in violation of a specific obligation;

‘Implementation period’: the period of implementation of the activities forming part of the action, as specified in Article I.2.2;

‘Indirect costs’: those costs which are not specific costs directly linked to the implementation of the action and which therefore cannot be attributed directly to it. They may not include any costs identifiable or declared as eligible direct costs;

‘Irregularity’: any infringement of a provision of Union law resulting from an act or omission by the beneficiary, which has or would have the effect of prejudicing the Union’s budget;

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‘Maximum amount of the grant’: the maximum EU contribution to the action, as defined in Article I.3.1;

‘Pre-existing material’: any materials, document, technology or know-how which exists prior to the beneficiary using it for the production of a result in the implementation of the action;

‘Pre-existing right’: any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a licence right and/or a right of use belonging to the beneficiary or any other third parties;

‘Related person’: any person who has the power to represent the beneficiary or to take decisions on its behalf;

‘Starting date’: the date on which the implementation of the action starts as provided for in Article I.2.2;

‘Subcontract’: a procurement contract within the meaning of Article II.10, which covers the implementation by a third party of tasks forming part of the action as described in Annex II;

‘Substantial error’: any infringement of a provision of an agreement resulting from an act or omission, which causes or might cause a loss to the Union’s budget.

ARTICLE II.2 — GENERAL OBLIGATIONS OF THE BENEFICIARY

The beneficiary:

- (a) is liable for carrying out the *action* in accordance with the Agreement;
- (b) must comply with any legal obligations it is bound by under applicable EU, international and national law;
- (c) must inform the Commission immediately of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the *action*;
- (d) must inform the Commission immediately:
 - (i) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
 - (ii) of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name, address or legal representative.

ARTICLE II.3 — COMMUNICATION BETWEEN THE PARTIES

II.3.1 Form and means of communication

Any communication relating to the Agreement or to its implementation must:

- (a) be made in writing (in paper or electronic form);

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- (b) bear the number of the Agreement; and
- (c) be made using the communication details identified in Article I.6.

If a party requests written confirmation of an electronic communication within a reasonable time, the sender must provide an original signed paper version of the communication as soon as possible.

II.3.2 Date of communications

Any communication is considered to have been made when the receiving party receives it, unless the Agreement states that communication is considered to have been made on the date when the communication was sent.

Email is considered to have been received by the receiving party on the day of dispatch of that email, provided that it is sent to the email address indicated in Article I.6. The sending party must be able to prove the date of dispatch. If the sending party receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Commission using the postal or courier 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.6.2.

Formal notifications are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the message was delivered to the specified recipient.

ARTICLE II.4 — LIABILITY FOR DAMAGES

II.4.1 The Commission may not be held liable for any damage caused or sustained by the beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the *action*.

II.4.2 Except in cases of *force majeure*, the beneficiary must compensate the Commission for any damage it sustains as a result of the implementation of the *action* or because the *action* was not implemented in full compliance with the Agreement.

ARTICLE II.5 — CONFLICT OF INTEREST

II.5.1 The beneficiary must take all necessary measures to prevent any situation of *conflict of interests*.

II.5.2 The beneficiary must inform the Commission without delay of any situation constituting or likely to lead to a *conflict of interests*. It must take immediately all the necessary steps to rectify this situation.

The Commission may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

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ARTICLE II.6 — CONFIDENTIALITY

II.6.1 During implementation of the *action* and for five years after the payment of the balance, the parties must treat with confidentiality any *confidential information and documents*.

II.6.2 The parties may only use *confidential information and documents* for a reason other than to fulfil their obligations under the Agreement if they have first obtained the prior written agreement of the other party.

II.6.3 The confidentiality obligations do not apply if:

- (a) the disclosing party agrees to release the other party from those obligations;
- (b) the *confidential information or documents* become public through other means than a breach of the confidentiality obligations;
- (c) the disclosure of the *confidential information or documents* is required by law.

ARTICLE II.7 — PROCESSING OF PERSONAL DATA

II.7.1 Processing of personal data by the Commission

Any personal data included in the Agreement must be processed by the Commission in accordance with Regulation (EC) No 2018/1725.

Such data must be processed by the data controller identified in Article I.6.1 solely for implementing, managing and monitoring the Agreement or to protect the financial interests of the EU, including checks, audits and investigations in accordance with Article II.27.

The beneficiary has the right to access and correct its own personal data. For this purpose, it must send any queries about the processing of its personal data to the data controller identified in Article I.6.1.

The beneficiary may have recourse at any time to the European Data Protection Supervisor.

II.7.2 Processing of personal data by the beneficiary

The beneficiary must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiary may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The beneficiary must 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. This is in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:

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- (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 use of 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 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.8 — VISIBILITY OF UNION FUNDING

II.8.1 Information on Union funding and use of the European Union emblem

Unless the Commission requests or agrees otherwise, any communication or publication made by the beneficiary that relates to the *action*, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, in electronic form, etc.), must:

- (a) indicate that the *action* has received funding from the Union; and
- (b) display the European Union emblem.

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 on the beneficiary a right of exclusive use. The beneficiary may 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 beneficiary may use the European Union emblem without first obtaining permission from the Commission.

II.8.2 Disclaimers excluding Commission responsibility

Any communication or publication that relates to the *action*, made by the beneficiary in any form and using any means, must indicate:

- (a) that it reflects only the author's view; and
- (b) that the Commission is not responsible for any use that may be made of the information it contains.

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ARTICLE II.9 — PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

II.9.1 Ownership of the results by the beneficiary

The beneficiary retains ownership of the results of the *action*, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Agreement.

II.9.2 Pre-existing rights

If the Commission sends the beneficiary a written request specifying which of the results it intends to use, the beneficiary must:

- (a) establish a list specifying all *pre-existing rights* included in those results; and
- (b) provide this list to the Commission at the latest with the request for payment of the balance.

The beneficiary must ensure that it or its affiliated entities have all the rights to use any *pre-existing rights* during the implementation of the Agreement.

II.9.3 Rights of use of the results and of pre-existing rights by the Union

The beneficiary grants the Union the following rights to use the results of the *action*:

- (a) for its own purposes and in particular to make available to persons working for the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- (b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- (e) adaptation: the right to modify the results;
- (f) translation;
- (g) the right to store and archive the results in line with the document management rules applicable to the Commission, including digitisation or converting the format for preservation or new use purposes;

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(h) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms ‘reuse’ and ‘document’ have the meanings given to them by Decision 2011/833/EU.

The above rights of use may be further specified in the Special Conditions.

Additional rights of use for the Union may be provided for in the Special Conditions.

The beneficiary must ensure that the Union has the right to use any *pre-existing rights* included in the results of the *action*. The *pre-existing rights* must be used for the same purposes and under the same conditions as applicable to the rights of use of the results of the *action*, unless specified otherwise in the Special Conditions.

Information about the copyright owner must be inserted in cases where the result is divulged by the Union. The copyright information must read: ‘© — year — name of the copyright owner. All rights reserved. Licenced to the European Union under conditions.’.

If the beneficiary grants rights of use to the Commission, this does not affect its confidentiality obligations under Article II.6 or the beneficiary’s obligation under Article II.2.

ARTICLE II.10 — AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION

II.10.1 If the implementation of the *action* requires the beneficiary to procure goods, works or services, it must 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 must avoid any *conflict of interests*.

The beneficiary must ensure that the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 also towards the beneficiary’ contractors.

II.10.2 The beneficiary that is a ‘contracting authority’ within the meaning of Directive 2014/24/EU¹ or ‘contracting entity’ within the meaning of Directive 2014/25/EU² must comply with the applicable national public procurement rules.

The beneficiary must ensure that the conditions applicable to it under Articles II.4, II.5, II.6 and II.9 are also applicable to the contractors.

II.10.3 The beneficiary remains solely responsible for carrying out the *action* and for compliance with the Agreement.

¹ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC.

² Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC.

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II.10.4. If the beneficiary breaches its obligations under Article II.10.1 the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (c), (d) and (e).

If the beneficiary breaches its obligations under Article II.10.2 the grant may be reduced in accordance with Article II.25.4.

ARTICLE II.11 — SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION

II.11.1 Beneficiary may subcontract tasks forming part of the *action*. If it does so, it must ensure that, in addition to the conditions specified in Article II.10, the following conditions are also complied with:

- (a) subcontracting does not cover core tasks of the *action*;
- (b) recourse to subcontracting is justified because of 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;
- (d) any recourse to subcontracting, if not provided for in Annex II, is communicated by the beneficiary and approved by the Commission. The Commission may grant approval:
 - (i) before any recourse to subcontracting, if the beneficiary requests an amendment as provided for in Article II.13; or
 - (ii) after recourse to subcontracting if the subcontracting:
 - is specifically justified in the interim or final technical report referred to in Articles I.4.3 and I.4.4; and
 - does not entail changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (e) the beneficiary ensures that the conditions applicable to it under Article II.8 are also applicable to the subcontractors.

II.11.2 If the beneficiary breaches its obligations under Article II.11.1 (a), (b), (c) or (d), the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (f).

If the beneficiary breaches its obligation under Article II.11.1 (e) the grant may be reduced in accordance with Article II.25.4.

ARTICLE II.12 — FINANCIAL SUPPORT TO THIRD PARTIES

II.12.1 If, while implementing the *action*, the beneficiary has to give financial support to third parties, the beneficiary must give such financial support in accordance with the conditions specified in Annex II. Under those conditions, the following information must be stated at least:

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- (a) the maximum amount of financial support. This amount may not exceed EUR 60 000 for each third party except if the financial support is the primary aim of the *action* as specified in Annex II;
- (b) the criteria for determining the exact amount of the financial support;
- (c) the different types of activity that may receive financial support, on the basis of a fixed list;
- (d) the persons or categories of persons which may receive financial support;
- (e) the criteria for giving the financial support.

II.12.2 As an exception to Article II.12.1, if the financial support takes the form of a prize, the beneficiary must give such financial support in accordance with the conditions specified in Annex II. Under those conditions, the following information must at least be stated:

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

II.12.3 The beneficiary must ensure that the conditions applicable to it under Articles II.4, II.5, II.6, II.8, II.9 and II.27 are also applicable to the third parties receiving financial support.

ARTICLE II.13 — AMENDMENTS TO THE AGREEMENT

II.13.1 Any amendment to the Agreement must be made in writing.

II.13.2 An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

II.13.3 Any request for amendment must:

- (a) be duly justified;
- (b) be accompanied by appropriate supporting documents; and
- (c) be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the *implementation period*.

Point (c) does not apply in cases duly substantiated by the party requesting the amendment if the other party agrees.

II.13.4 In case of an operating grant the period set out in Article I.2.2 shall not be extended via amendments.

II.13.5 Amendments 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 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.14 — ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES

II.14.1 The beneficiary may not assign any of its claims for payment against the Commission to any third party, except if approved by the Commission on the basis of a reasoned, written request by the beneficiary.

If the Commission does not accept the assignment or the terms of it are not complied with, the assignment has no effect on it.

II.14.2 In no circumstances may an assignment release the beneficiary from its obligations towards the Commission.

ARTICLE II.15 — FORCE MAJEURE

II.15.1 A party faced with *force majeure* must send a *formal notification* to the other party without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

II.15.2 The parties must take the necessary measures to limit any damage due to *force majeure*. They must do their best to resume the implementation of the *action* as soon as possible.

II.15.3 The party faced with *force majeure* may not be considered in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

ARTICLE II.16 — SUSPENSION OF THE IMPLEMENTATION OF THE ACTION

II.16.1 Suspension of implementation by the beneficiary

The beneficiary may suspend the implementation of the *action* or any part of it, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*.

The beneficiary must immediately inform the Commission, stating:

- (a) the reasons for suspension, including details about the date or period when the exceptional circumstances occurred; and
- (b) the expected date of resumption.

Once the circumstances allow the beneficiary to resume implementing the *action*, the beneficiary must inform the Commission immediately and present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement is terminated in accordance with Articles II.17.1 or points (b) or (c) of Article II.17.2.1.

II.16.2 Suspension of implementation by the Commission

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II.16.2.1 Grounds for suspension

The Commission may suspend the implementation of the *action* or any part thereof:

- (a) if the Commission has evidence that the beneficiary has committed *substantial errors, irregularities* or *fraud* in the award procedure or while implementing the Agreement or if the beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Commission has evidence that the beneficiary has committed systemic or recurrent errors, *irregularities, fraud* or serious breach of obligations in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and the errors, *irregularities, fraud* or breach have a material impact on this grant; or
- (c) if the Commission suspects *substantial errors, irregularities, fraud* or breach of obligations committed by the beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

II.16.2.2 Procedure for suspension

Step 1 — Before suspending implementation of the *action*, the Commission must send a *formal notification* to the beneficiary:

- (a) informing it of:
 - (i) its intention to suspend the implementation;
 - (ii) the reasons for suspension;
 - (iii) the necessary conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; and
- (b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

Step 2 — If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the beneficiary informing it of:

- (a) the suspension of the implementation;
- (b) the reasons for suspension; and
- (c) the final conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; or
- (d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.16.2.1.

The suspension takes effect on the day the *formal notification* is received by the beneficiary or on a later date specified in the *formal notification*.

Otherwise, the Commission must send a *formal notification* to the beneficiary informing it that it is not continuing the suspension procedure.

II.16.2.3 Resuming implementation

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In order to resume the implementation, the beneficiary must meet the notified conditions as soon as possible and must inform the Commission of any progress made.

If the conditions for resuming the implementation are met or the necessary verifications are carried out, the Commission must send a *formal notification* to the beneficiary:

- (a) informing it that the conditions for lifting the suspension are met; and
- (b) requiring it to present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement is terminated in accordance with Articles II.17.1 or points (b), (f) or (g) of Article II.17.2.1.

II.16.3 Effects of the suspension

If the implementation of the *action* can be resumed and the Agreement has not been terminated, an amendment to the Agreement must be made in accordance with Article II.13 in order to:

- (a) set the date on which the *action* is to be resumed;
- (b) extend the duration of the *action*; and
- (c) make other changes necessary to adapt the *action* to the new situation.

The suspension is lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during the period of suspension that relate to the implementation of the suspended *action* or the suspended part of it may not be reimbursed or covered by the grant.

Suspending implementation of the *action* does not affect the Commission's right to terminate the Agreement in accordance with Article II.17.2, reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

Neither party may claim damages due to suspension by the other party.

ARTICLE II.17 — TERMINATION OF THE AGREEMENT

II.17.1 Termination of the Agreement by the beneficiary

The beneficiary may terminate the Agreement.

The beneficiary must send a *formal notification* of termination to the Commission, stating:

- (a) the reasons for termination; and
- (b) the date on which the termination takes effect. This date must be set after the *formal notification*.

If the beneficiary does not state the reasons for the termination or if the Commission considers that the reasons do not justify termination, the Agreement is considered to have been terminated improperly.

The termination takes effect on the day specified in the *formal notification*.

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II.17.2 Termination of the Agreement by the Commission

II.17.2.1 Grounds for termination

The Commission may terminate the Agreement, if:

- (a) a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- (b) the beneficiary does not implement the *action* as described in Annex II or it fails to comply with another substantial obligation incumbent on it under the Agreement;
- (c) the implementation of the *action* is prevented or suspended due to *force majeure* or exceptional circumstances and either:
 - (i) resumption is impossible; or
 - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (d) the beneficiary or any person that assumes unlimited liability for the debts of the beneficiary comes under any of the situations provided for in points (a) or (b) of Article 106 (1) of the Financial Regulation;³
- (e) the beneficiary or any *related person* comes under any of the situations provided for in points (c), (d), (e) or (f) of Article 106 (1) or comes under Article 106 (2) of the Financial Regulation;
- (f) the Commission has evidence that the beneficiary or any *related person* has committed *substantial errors, irregularities* or *fraud* in the award procedure or while implementing the Agreement, including if the beneficiary or *related person* has submitted false information or failed to provide required information;
- (g) the Commission has evidence that the beneficiary has committed systemic or recurrent errors, *irregularities, fraud* or serious breach of obligations in other Union or Euratom grants awarded to it under similar conditions and such errors, *irregularities, fraud* or breach have a material impact on this grant; or
- (h) the Commission has sent the beneficiary a *formal notification* asking it to end the participation of its affiliated entity because that entity is in a situation provided for in points (e), (f) or (g) and the beneficiary has failed to request an amendment ending the participation of the entity and reallocating its tasks;
- (i) beneficiary or any related person or any natural person who is essential for the award or for the implementation of the Agreement has created an entity under a different jurisdiction with the intend to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;

³ 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.

Agreement number: [complete]

- (j) beneficiary or any related person or any natural person who is essential for the award or for the implementation of the Agreement has been created with the intend referred to in point (i).

II.17.2.2 Procedure for termination

Step 1- Before terminating the Agreement, the Commission must send a *formal notification* to the beneficiary:

- (a) informing it of:
 - (i) its intention to terminate;
 - (ii) the reasons for termination; and
- (b) requiring it, within 45 calendar days of receiving the formal notification,:
 - (i) to submit observations; and
 - (ii) in the case of point (b) of Article II.17.2.1, to inform the Commission of the measures to ensure compliance with the obligations under the Agreement.

Step 2 — If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will send a *formal notification* to the beneficiary informing it of the termination and the date on which it takes effect.

Otherwise, the Commission must send a *formal notification* to the beneficiary informing it that the termination procedure is not continued.

The termination takes effect:

- (a) for terminations under points (a), (b) and (d) of Article II.17.2.1: on the day specified in the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above);
- (b) for terminations under points (c), (e), (f), (g) and (h), (i), (j) of Article II.17.2.1: on the day after the beneficiary receives the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above).

II.17.3 Effects of termination

II.17.3.1 Effects of terminating the Agreement:

Within 60 calendar days from the day on which the termination takes effect, the beneficiary must submit a request for payment of the balance as provided for in Article I.4.4.

If the Commission does not receive the request for payment of the balance by the above deadline, only costs which are included in an approved technical report and, where relevant, in an approved financial statement, are reimbursed or covered by the grant.

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If the Agreement is terminated by the Commission because the beneficiary has breached its obligation to submit the request for payment, the beneficiary may not submit any request for payment after termination. In that case the second subparagraph applies.

The Commission calculates the final grant amount as referred to in Article II.25 and the balance as referred to in Article I.4.5 on the basis of the reports submitted. Only costs incurred before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not taken into account and are not reimbursed or covered by the grant.

The Commission may reduce the grant in accordance with Article II.25.4 in case of:

- (a) improper termination of the Agreement by the beneficiary within the meaning of Article II.17.1; or
- (b) termination of the Agreement by the Commission on any of the grounds set out in points (b), (e), (f), (g) and (h) of Article II.17.2.1.

Neither party may claim damages on the grounds that the other party terminated the Agreement.

After termination, the beneficiary's obligations continue to apply, in particular those under Articles I.4, II.6, II.8, II.9, II.14, II.27 and any additional provisions on the use of the results, as set out in the Special Conditions.

ARTICLE II.18 — APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISIONS

II.18.1 The Agreement is governed by the applicable Union law, complemented, where necessary, by the law of Belgium.

II.18.2 In accordance with Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, has sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

II.18.3 In accordance with Article 299 TFEU, for the purposes of recovery within the meaning of Article II.26, 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 in accordance with Article 263 TFEU.

Agreement number: [complete]

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 beneficiary and which meet the following criteria:

- (a) they are incurred within the *implementation period*, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article I.4.4;
- (b) they are indicated in the estimated budget. The estimated budget is set out in Annex II;
- (c) they are incurred in connection with the *action* as described in Annex II and are necessary for its implementation;
- (d) they are identifiable and verifiable, in particular they are recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the beneficiary's usual cost accounting practices;
- (e) they comply with the requirements of applicable tax and social legislation; and
- (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

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

In particular, the following categories of costs are eligible *direct costs*, provided that they satisfy the eligibility conditions 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 beneficiary or an equivalent appointing act and assigned to the *action*, provided that these costs are in line with the beneficiary's usual policy on remuneration.

Those costs include actual salaries plus social security contributions and other statutory costs included in the remuneration. They may also comprise 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 beneficiary other than an employment contract or who are seconded to the beneficiary by a third party against payment may also be included under such personnel costs, provided that the following conditions are fulfilled:

Agreement number: [complete]

- (i) the person works under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed);
 - (ii) the result of the work belongs to the beneficiary (unless exceptionally agreed otherwise); and
 - (iii) the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the beneficiary;
- (b) costs of travel and related subsistence allowances, provided that these costs are in line with the beneficiary's usual practices on travel;
- (c) the depreciation costs of equipment or other assets (new or second-hand) as recorded in the beneficiary's accounting statements, provided that the asset:
 - (i) is written off in accordance with the international accounting standards and the beneficiary's usual accounting practices; and
 - (ii) has been purchased in accordance with Article II.10.1 if the purchase occurred within the *implementation period*;

The costs of renting or leasing 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 *implementation period* and the rate of actual use for the purposes of the *action* may be taken into account when determining the eligible costs. By way of exception, the full cost of purchase of equipment may be eligible under the Special Conditions, if this is 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:
 - (i) are purchased in accordance with Article II.10.1; and
 - (ii) are directly assigned to the *action*;
- (e) costs arising directly from requirements imposed by the 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.10.1;
- (f) costs entailed by *subcontracts* within the meaning of Article II.11, provided that the conditions laid down in Article II.11.1 (a), (b), (c) and (d) are met;
- (g) costs of financial support to third parties within the meaning of Article II.12, provided that the conditions laid down in that Article are met;

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- (h) duties, taxes and charges paid by the beneficiary, notably value added tax (VAT), provided that they are included in eligible *direct costs*, and unless specified otherwise in the Agreement.

II.19.3 Eligible indirect costs

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

Eligible *indirect costs* must be declared on the basis of a flat rate of 7 % of the total eligible *direct costs* unless otherwise specified in Article I.3.2.

II.19.4 Ineligible costs

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

- (a) return on capital and dividends paid by the beneficiary;
- (b) debt and debt service charges;
- (c) provisions for losses or debts;
- (d) interest owed;
- (e) doubtful debts;
- (f) exchange losses;
- (g) costs of transfers from the Commission charged by the bank of the beneficiary;
- (h) costs declared by the beneficiary under another action receiving a grant financed from the Union budget. Such grants include grants awarded by a Member State and financed from the Union budget and grants awarded by bodies other than the Commission for the purpose of implementing the Union budget. In particular, if the beneficiary receives an operating grant financed by the EU or Euratom budget, it may not declare indirect costs for the period(s) covered by the operating grant, unless it can demonstrate that the operating grant does not cover any costs of the action;
- (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 Declaring costs and contributions

The beneficiary must declare as eligible costs or as a requested contribution:

- (a) for actual costs: the costs actually incurred for the *action*;
- (b) for unit costs or unit contributions: the amount obtained by multiplying the amount per unit specified in Annex IV by the actual number of units used or produced;
- (c) for lump sum costs or lump sum contributions: the global amount specified in Article I.3.2, if the corresponding tasks or part of the *action* as described in Annex II have been implemented properly;

Agreement number: [complete]

- (d) for flat-rate costs or flat-rate contributions: the amount obtained by applying the flat rate specified in Article I.3.2;
- (e) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by multiplying the amount per unit calculated in accordance with the beneficiary's usual cost accounting practices by the actual number of units used or produced;
- (f) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: the global amount calculated in accordance with its usual cost accounting practices, if the corresponding tasks or part of the *action* have been implemented properly;
- (g) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by applying the flat rate calculated in accordance with the beneficiary's usual cost accounting practices.

II.20.2 Records and other documentation to support the costs and contributions declared

The beneficiary must provide the following if requested to do so in the context of the checks or audits described in Article II.27:

- (a) for actual costs: adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records.

In addition, the beneficiary's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements and with the amounts indicated in the supporting documents;

- (b) for unit costs or unit contributions: adequate supporting documents to prove the number of units declared.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared per unit;

- (c) for lump sum costs or lump sum contributions: adequate supporting documents to prove that the *action* has been properly implemented.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a lump sum;

- (d) for flat-rate costs or flat-rate contributions: adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, for the flat rate applied;

Agreement number: [complete]

- (e) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the number of units declared;
- (f) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove that the *action* has been properly implemented;
- (g) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the eligible costs to which the flat rate applies.

II.20.3 Conditions to determine the compliance of cost accounting practices

II.20.3.1 In the case of points (e), (f) and (g) of Article II.20.2, the beneficiary 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 as provided for in Article I.3.2.

II.20.3.2 If the Special Conditions so provide, the beneficiary may submit to the Commission a request asking it to assess the compliance of its usual cost accounting practices. If required by the Special Conditions, the request must 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 must be:

- (a) produced by an approved auditor or, if the beneficiary is a public body, by a competent and independent public officer; and
- (b) drawn up in accordance with Annex VII.

The certificate must certify that the beneficiary's cost accounting practices used for the purpose of declaring eligible costs comply with the conditions laid down in Article II.20.3.1 and with the additional conditions that may be laid down in the Special Conditions.

II.20.3.3 If the Commission has confirmed that the beneficiary's usual cost accounting practices are in compliance, costs declared in application of these practices may not be challenged *ex post*, if:

- (a) the practices actually used comply with those approved by the Commission; and

Agreement number: [complete]

- (b) the beneficiary did not conceal any information for the purpose of the approval of its cost accounting practices.

ARTICLE II.21 — ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARY

If the Special Conditions contain a provision on entities affiliated to the beneficiary, costs incurred by such an entity are eligible, if:

- (a) they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary; and
- (b) the beneficiary ensures that the conditions applicable to it under Articles II.4, II.5, II.6, II.8, II.10, II.11 and II.27 are also applicable to the entity.

ARTICLE II.22 — BUDGET TRANSFERS

The beneficiary is allowed to adjust the estimated budget set out in Annex II by transfers between the different budget categories, if the *action* is implemented as described in Annex II. This adjustment does not require an amendment of the Agreement as provided for in Article II.13.

However, the beneficiary may not add costs relating to *subcontracts* not provided for in Annex II, unless such additional *subcontracts* are approved by the Commission in accordance with Article II.11.1(d).

The first two subparagraphs do not apply to amounts which, as provided for in Article I.3.2, take the form of lump sums.

ARTICLE II.23 — NON-COMPLIANCE WITH REPORTING OBLIGATIONS

The Commission may terminate the Agreement as provided for in Article II.17.2.1(b) and may reduce the grant as provided for in Article II.25.4 if the beneficiary:

- (a) did not submit a request for interim payment or payment of the balance accompanied by the documents referred to in Articles I.4.3 or I.4.4 within 60 calendar days following the end of the corresponding reporting period; and
- (b) still fails to submit such a request within further 60 calendar days following a written reminder sent by the Commission.

ARTICLE II.24 — SUSPENSION OF PAYMENTS AND TIME LIMIT FOR PAYMENT

II.24.1 Suspension of payments

II.24.1.1 Grounds for suspension

The Commission may at any moment suspend, in whole or in part, the pre-financing payment and interim payments for the beneficiary or the payment of the balance for the beneficiary:

Agreement number: [complete]

- (a) if the Commission has evidence that the beneficiary has committed *substantial errors, irregularities or fraud* in the award procedure or while implementing the Agreement or if the beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Commission has evidence that the beneficiary has committed systemic or recurrent errors, *irregularities, fraud* or serious breach of obligations in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and such errors, *irregularities, fraud* or breach have a material impact on this grant; or
- (c) if the Commission suspects *substantial errors, irregularities, fraud* or breach of obligations committed by the beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

II.24.1.2 Procedure for suspension

Step 1 — Before suspending payments, the Commission must send a *formal notification* to the beneficiary:

- (a) informing it of:
 - (i) its intention to suspend payments;
 - (ii) the reasons for suspension;
 - (iii) in the cases referred to in points (a) and (b) of Article II.24.1.1, the conditions that need to be met for payments to resume; and
- (b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

Step 2 — If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the beneficiary informing it of:

- (a) the suspension of payments;
- (b) the reasons for suspension;
- (c) the final conditions under which payments may resume in the cases referred to in points (a) and (b) of Article II.24.1.1;
- (d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.24.1.1.

The suspension takes effect on the day the Commission sends *formal notification* of suspension (Step 2).

Otherwise, the Commission must send a *formal notification* to the beneficiary informing it that it is not continuing with the suspension procedure.

II.24.1.3 Effects of suspension

During the period of suspension of payments the beneficiary is not entitled to submit any requests for payments and supporting documents referred to in Articles I.4.3 and I.4.4.

Agreement number: [complete]

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 I.4.1.

The suspension of payments does not affect the right of the beneficiary to suspend the implementation of the *action* as provided for in Article II.16.1 or to terminate the Agreement as provided for in Article II.17.1.

II.24.1.4 Resuming payments

In order for the Commission to resume payments, the beneficiary must meet the notified conditions as soon as possible and must inform the Commission of any progress made.

If the conditions for resuming payments are met, the suspension will be lifted. The Commission will send a *formal notification* to the beneficiary informing it of this.

II.24.2 Suspension of the time limit for payments

II.24.2.1 The Commission may at any moment suspend the time limit for payment specified in Articles I.4.2, I.4.3 and I.4.5 if a request for payment cannot be approved because:

- (a) it does not comply with the Agreement;
- (b) the appropriate supporting documents have not been produced; or
- (c) there is a doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

II.24.2.2 The Commission must send a *formal notification* to the beneficiary informing it of:

- (a) the suspension; and
- (b) the reasons for the suspension.

The suspension takes effect on the day the Commission sends the *formal notification*.

II.24.2.3 If the conditions for suspending the payment deadline are no longer met, the suspension will be lifted and the remaining period will resume.

If the suspension exceeds two months, the beneficiary may request the Commission if the suspension will continue.

If the payment deadline has been suspended because the technical reports or financial statements do not comply with the Agreement and the revised report or statement is not submitted or was submitted but is also rejected, the Commission may terminate the Agreement as provided for in Article II.17.2.1(b) and reduce the grant as provided for in Article II.25.4.

ARTICLE II.25 — CALCULATION OF THE FINAL AMOUNT OF THE GRANT

Agreement number: [complete]

The final amount of the grant depends on the extent to which the *action* has been implemented in accordance with the terms of the Agreement.

The final amount of the grant is calculated by the Commission at the time of the payment of the balance. The calculation involves the following steps:

Step 1 — Application of the reimbursement rate to the eligible costs and addition of the unit, flat-rate and lump sum contributions

Step 2 — Limit to the *maximum amount of the grant*

Step 3 — Reduction due to the no-profit rule

Step 4 — Reduction due to improper implementation or breach of other obligations.

II.25.1 Step 1 — Application of the reimbursement rate to the eligible costs and addition of the unit, flat-rate and lump sum contributions

This step is applied as follows:

- (a) If, as provided for in Article I.3.2, the grant takes the form of the reimbursement of eligible costs, the reimbursement rate specified in Annex III is applied to the eligible costs of the *action* approved by the Commission for the corresponding categories of costs, beneficiary and its affiliated entities;
- (b) If, as provided for in Article I.3.2, the grant takes the form of a unit contribution, the unit contribution specified in Annex IV is multiplied by the actual number of units approved by the Commission for the beneficiary and its affiliated entities;
- (c) If, as provided for in Article I.3.2, the grant takes the form of a lump sum contribution, the Commission applies the lump sum specified in that Article for the beneficiary and its affiliated entities if it finds that the corresponding tasks or part of the *action* were implemented properly in accordance with Annex II;
- (d) If, as provided for in Article I.3.2, the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Commission for the beneficiary and its affiliated entities.

If Article I.3.2 provides for a combination of different forms of grant, the amounts obtained must be added together.

II.25.2 Step 2 — Limit to *maximum amount of the grant*

The total amount paid to the beneficiary by the Commission may in no circumstances exceed the *maximum amount of the grant*.

If the amount obtained following Step 1 is higher than this maximum amount, the final amount of the grant is limited to the latter.

II.25.3 Step 3 — Reduction due to the no-profit rule

Agreement number: [complete]

The grant may not produce a profit for the beneficiary, unless specified otherwise in the Special Conditions.

‘Profit’ means the surplus of the amount obtained following Steps 1 and 2 plus the total receipts of the *action*, over the total eligible costs of the *action*.

The total eligible costs of the *action* are the consolidated total eligible costs approved by the Commission for the categories of costs reimbursed in accordance with Article I.3.2.

The total receipts of the *action* are the consolidated total receipts established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the beneficiary.

The following are considered receipts:

- (a) income generated by the action;
- (b) financial contributions given by third parties to the beneficiary or to an affiliated entity, if they are specifically assigned by the third parties to the financing of the eligible costs of the *action* reimbursed by the Commission in accordance with Article I.3.2.

The following are not considered receipts:

- (a) financial contributions by third parties, if they may be used to cover costs other than the eligible costs under the Agreement;
- (b) financial contributions by third parties with no obligation to repay any amount unused at the end of the *implementation period*;
- (c) in case of an operating grant, amounts dedicated to the building up of reserves.

If there is a profit, it will 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 I.3.2. This deduction will be applied on the amount calculated following Steps 1 and 2.

II.25.4 Step 4 — Reduction due to improper implementation or breach of other obligations

The Commission may reduce the *maximum amount of the grant* if the *action* has not been implemented properly as described in Annex II (i.e. if it has not been implemented or has been implemented poorly, partially or late), or if another obligation under the Agreement has been breached.

The amount of the reduction will be proportionate to the degree to which the *action* has been implemented improperly or to the seriousness of the breach.

Before the Commission reduces the grant, it must send a *formal notification* to the beneficiary:

- (a) informing it of:

Agreement number: [complete]

- (i) its intention to reduce the *maximum amount of the grant*;
 - (ii) the amount by which it intends to reduce the grant;
 - (iii) the reasons for reduction; and
- (b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

If the Commission does not receive any observations or decides to pursue reduction despite the observations it has received, it will send a *formal notification* informing the beneficiary of its decision.

If the grant is reduced, the Commission must calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the improper implementation of the *action* or to the seriousness of the breach of obligations) from the *maximum amount of the grant*.

The final amount of the grant will be the lower of the following two:

- (a) the amount obtained following Steps 1 to 3; or
- (b) the reduced grant amount following Step 4.

ARTICLE II.26 — RECOVERY

II.26.1 Recovery

Where an amount is to be recovered under the terms of the Agreement, the beneficiary must repay the Commission the amount in question.

The beneficiary is 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 must send a *formal notification* to the beneficiary:

- (a) informing it of its intention to recover the amount unduly paid;
- (b) specifying the amount due and the reasons for recovery; and
- (c) inviting the beneficiary to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Commission decides to pursue the recovery procedure, the Commission may confirm recovery by sending a *formal notification* to the beneficiary consisting of a 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 will recover the amount due:

Agreement number: [complete]

- (a) by offsetting it, without the beneficiary's prior consent, against any amounts owed to the beneficiary by the Commission or an executive agency (from the Union or the European Atomic Energy Community (Euratom) budget) ('offsetting');

In exceptional circumstances, to safeguard the financial interests of the Union, the Commission may offset before the due date.

An action may be brought against such offsetting before the General Court of the European Union in accordance with Article 263 TFEU;

- (b) by drawing on the financial guarantee where provided for in accordance with Article I.4.2 ('drawing on the financial guarantee');
- (c) by taking legal action as provided for in Article II.18.2 or in the Special Conditions or by adopting an enforceable decision as provided for in Article II.18.3.

II.26.3 Interest on late payment

If payment is not made by the date in the debit note, the amount to be recovered will be increased by late-payment interest at the rate set out in Article I.4.13 from the day following the date for payment in the debit note up to and including the date the Commission receives full payment of the amount.

Partial payments must first be credited against charges and late-payment interest and then against the principal.

II.26.4 Bank charges

Bank charges incurred in the recovery process must be borne by the beneficiary, unless Directive 2007/64/EC⁴ applies.

ARTICLE II.27 — CHECKS, AUDITS AND EVALUATIONS

II.27.1 Technical and financial checks, audits, interim and final evaluations

The Commission may, during the implementation of the *action* or afterwards, carry out technical and financial checks and audits to determine that the beneficiary is implementing the *action* properly and is complying with the obligations under the Agreement. It may also check the beneficiary's statutory records for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided as part of checks or audits must be treated on a confidential basis.

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

⁴ Directive 2007/64/EC⁴ 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.

Agreement number: [complete]

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

The Commission may initiate such checks, audits or evaluations during the implementation of the Agreement and during a period of five years starting from the date of payment of the balance. This period is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

The check, audit or evaluation procedures are considered to be initiated on the date of receipt of the letter of the Commission announcing it.

If the audit is carried out on an affiliated entity, the beneficiary must inform that affiliated entity.

II.27.2 Duty to keep documents

The beneficiary must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, during a period of five years starting from the date of payment of the balance.

The period during which documents must be kept is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

The periods set out in the first and second subparagraphs are longer if there are ongoing audits, appeals, litigation or pursuit of claims concerning the grant, including in the cases referred to in Article II.27.7. In such cases, the beneficiary must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed.

II.27.3 Obligation to provide information

The beneficiary must provide any information, including information in electronic format, requested by the Commission or by any other outside body authorised by the Commission.

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

II.27.4 On-the-spot visits

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

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The beneficiary must 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.

If the beneficiary refuses to provide access to the sites, premises and information as required in the first and second subparagraphs, the Commission may consider:

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

II.27.5 Contradictory audit procedure

On the basis of the findings made during the audit, a provisional report ('draft audit report') must be drawn up. It must be sent by the Commission or its authorised representative to the beneficiary, which must have 30 calendar days from the date of receipt to submit observations. The final report ('final audit report') must be sent to the beneficiary within 60 calendar 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 it considers necessary, including recovery of all or part of the payments made by it, as provided for in Article II.26.

In the case of final audit findings after the payment of the balance, the amount to be recovered corresponds to the difference between the revised final amount of the grant, determined in accordance with Article II.25, and the total amount paid to the beneficiary under the 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 extend audit findings from other grants to this grant if:

- (a) the beneficiary is found to have committed systemic or recurrent errors, *irregularities*, *fraud* or breach of obligations in other EU or Euratom grants awarded under similar conditions and such errors, *irregularities*, *fraud* or breach have a material impact on this grant; and
- (b) the final audit findings are sent to the beneficiary through a *formal notification*, together with the list of grants affected by the findings within the period referred to in Article II.27.1.

The extension of findings may lead to:

- (a) the rejection of costs as ineligible;
- (b) reduction of the grant as provided for in Article II.25.4;
- (c) recovery of undue amounts as provided for in Article II.26;
- (d) suspension of payments as provided for in Article II.24.1;

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(e) suspension of the *action* implementation as provided for in Article II.16.2;

(f) termination as provided for in Article II.17.2.

II.27.7.2 The Commission must send a *formal notification* to the beneficiary informing it of the systemic or recurrent errors and of its intention to extend the audit findings, together with the list of grants affected.

(a) If the findings concern eligibility of costs the procedure is as follows:

Step 1 — The *formal notification* must include:

- a) an invitation to submit observations on the list of grants affected by the findings;
- b) a request to submit revised financial statements for all grants affected;
- c) where possible, the correction rate for extrapolation established by the Commission to calculate the amounts to be rejected on the basis of the systemic or recurrent errors, *irregularities*, *fraud* or breach of obligations, if the beneficiary:
 - considers that the submission of revised financial statements is not possible or practicable; or
 - will not submit revised financial statements.

Step 2 — The beneficiary has 60 calendar days from when it receives the *formal notification* to submit observations and revised financial statements or to propose a duly substantiated alternative correction method. This period may be extended by the Commission in justified cases.

Step 3 — If the beneficiary submits revised financial statements that take account of the findings the Commission will determine the amount to be corrected on the basis of those revised statements.

If the beneficiary proposes an alternative correction method and the Commission accepts it, the Commission must send a *formal notification* to the beneficiary informing it:

- a) that it accepts the alternative method;
- b) of the revised eligible costs determined by applying this method.

Otherwise the Commission must send a *formal notification* to the beneficiary informing it:

- a) that it does not accept the observations or the alternative method proposed;
- b) of the revised eligible costs determined by applying the extrapolation method initially notified to the beneficiary.

If the systemic or recurrent errors, *irregularities*, *fraud* or breach of obligations are found after the payment of the balance, the amount to be recovered corresponds to the difference between:

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- a) the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Commission or on the basis of the revised eligible costs after extrapolation; and
- b) the total amount paid to the beneficiary under the Agreement for the implementation of the *action*;

(b) If the findings concern improper implementation or a breach of another obligation the procedure is as follows:

Step 1 — The *formal notification* must include:

- a) an invitation to the beneficiary to submit observations on the list of grants affected by the findings and
- b) the correction flat rate the Commission intends to apply to the *maximum amount of the grant* or to part of it, according to the principle of proportionality.

Step 2 — The beneficiary has 60 calendar days from receiving the *formal notification* to submit observations or to propose a duly substantiated alternative flat-rate.

Step 3 — If the Commission accepts the alternative flat rate proposed by the beneficiary, it must send a *formal notification* to the beneficiary informing it:

- a) that it accepts the alternative flat-rate;
- b) of the corrected grant amount by applying this flat rate.

Otherwise the Commission must send a *formal notification* to the beneficiary informing it:

- a) that it does not accept the observations or the alternative flat rate proposed;
- b) of the corrected grant amount by applying the flat rate initially notified to the beneficiary.

If the systemic or recurrent errors, *irregularities*, *fraud* or breach of obligations are found after the payment of the balance, the amount to be recovered corresponds to the difference between:

- (i) the revised final amount of the grant after flat-rate correction; and
- (ii) the total amount paid to the beneficiary under the Agreement for the implementation of the *action*.

II.27.8 Checks and inspections by OLAF

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

Under Council Regulation (Euratom, EC) No 2185/96⁵ and Regulation (EU, Euratom) No 883/2013⁶ OLAF may also carry out on-the-spot checks and inspections in accordance

⁵ 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.

Agreement number: [complete]

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 the Commission recovering amounts from the beneficiary.

Moreover, findings arising from an OLAF investigation may lead to criminal prosecutions under national law.

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

The European Court of Auditors has the same rights as the Commission, particularly the right of access, for the purpose of checks and audits.

⁶ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF).

Project 2018-X-CZ01-ESC11-XXXXXX

Project

Project Code	2018-X-CZ01-ESC11-XXXXXX
Submission ID	XX

The beneficiary will implement the Project as described in the grant application with the aforementioned submission code.

Budget Summary Budget approved/grant awarded by NA

Budget Items	Total Number of Participants	Total Grant
Organisational Support - Project Management	XX	XX
Travel	XX	XX
Organisational Support - Activities Costs	XX	XX
Inclusion Support	XX	XX
Pocket Money	XX	XX
Exceptional Costs	XX	XX
Complementary Activity Costs		XX
Total Granted		XX

Budget Details

Organisational Support - Project Management

Activity	No. of Participants (including accompanying persons)	Total Grant
Volunteering Activities	XX	XX
Total	XX	XX

Travel

Activity	No. of Participants (including accompanying persons)	Grant for Travel	No. of Participants (including accompanying persons) for Expensive Travel	Exceptional Costs for Expensive Travel	Total Grant
A1 - VOL-PLACE - Individual Volunteering	XX	XX	XX	XX	XX
Total	XX	XX	XX	XX	XX

Organisational Support - Activity Costs

Activity	No. of Participants (including accompanying persons)	Total Number of Participants	Total Grant
A1 - VOL-PLACE - Individual Volunteering	XX	XX	XX
Total	XX	XX	XX

Inclusion Support

Activity	Total Funded Duration (days)	No. of Participants (including accompanying persons)	Total Grant
A1 - VOL-PLACE - Individual Volunteering	XX	XX	XX
Total	XX	XX	XX

Pocket Money

Activity	Total Funded Duration (days)	No. of Participants (including accompanying persons)	Total Grant
A1 - VOL-PLACE - Individual Volunteering	XX	XX	XX
Total	XX	XX	XX

Exceptional Costs

Activity	No. of Participants (including accompanying persons)	Total Grant
A1 - VOL-PLACE - Individual Volunteering		XX
Total		XX

Complementary Activity Costs

Activity	No. of Participants (including accompanying persons)	Total Grant
XX	XX	XX
Total		XX

Activity Details

Activity	Total Number of Participants	No. of Participants (including accompanying persons)
A1 - VOL-PLACE - Individual Volunteering	XX	XX

Total	XX	XX
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Applicant Organisation Details

Latin Legal Name	XX
Organisation Role	XX
Registration Number	XX
Legal Form	XX
Address	XX
Country	XX
PIC	XX
Erasmus+ Volunteering accreditation number	XX

Agreement number: [complete]

ANNEX III – FINANCIAL AND CONTRACTUAL RULES

I. RULES APPLICABLE TO BUDGET CATEGORIES BASED ON UNIT CONTRIBUTIONS

I.1 Conditions for eligibility of unit contributions

Where the grant takes the form of a unit contribution, the number of units must comply with the following conditions:

- the units must be actually used or produced in the period set out in Article I.2.2 of the Special Conditions;
- the units must be necessary for implementing the Project or produced by it;
- the number of units must be identifiable and verifiable, in particular supported by records and documentation specified in this Annex.

[for Volunteering Projects and Specific Grants for Action under Volunteering Partnerships, Traineeships and Jobs:

I.2 Calculation and supporting documents for unit contributions

A. **Travel**

Travel costs of participants from their place of origin to the venue of the activity and return.

By default, the place of origin is understood as the place of residence of the participant. If a different place of origin or a destination different from the venue of the activity is reported, the beneficiary must provide the reason for this difference.

In case no travel took place or it was funded from other EU sources than the European Solidarity Corps (e.g. a participant is already at the venue of activity in relation to another activity than the one funded from the Agreement), the beneficiary must report that situation accordingly in Mobility Tool+ for each participant concerned. In this case, no grant support for travel will be provided.

- (a) Calculation of the grant amount for travel costs: the grant amount is calculated by multiplying the number of participants, including accompanying persons, per distance band, by the unit contribution applicable to the distance band concerned, as specified in Annex IV of the Agreement. The unit contribution per distance band represents the grant amount for a return travel between the place of origin and the venue of the activity.

For the establishment of the distance band applicable, the beneficiary must indicate the distance of a one-way travel using the on-line distance calculator available on the Commission's website at: https://ec.europa.eu/youth/solidarity-corps/resources-and-contacts_fr

- (b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken the activity.
- (c) Supporting documents:

[FOR VOLUNTEERING PROJECTS AND SPECIFIC GRANTS FOR ACTION UNDER VOLUNTEERING PARTNERSHIPS:

Proof of attendance of the activity in the form of a declaration signed by the participant and the host organisation, specifying the name of the participant, the name of the organisation, the purpose of the activity, as well as its starting and end dates.]

[FOR TRAINEESHIPS AND JOBS:

Proof of attendance of the activity in the form of a declaration signed by the participant and the organisation in which the activity took place, specifying the name of the participant, the name of the organisations, the purpose of the activity, as well as its starting and end dates.]

- (d) Reporting: The beneficiary must report in Mobility Tool+ on all activities realised under the project.

B. Pocket Money/Relocation Allowance

Calculation of the grant amount: the grant amount is calculated by multiplying the number of days per participant by the unit contribution applicable per day for the receiving country concerned as specified in Annex IV of the Agreement. One travel day before the activity and one travel day following the activity can be included for the calculation of the grant if relevant.

- In case of an interruption during the stay, the period of interruption will not be counted when calculating the grant for pocket money/relocation allowance.
- In case of termination by the participant of the agreement with the beneficiary due to "force majeure", the participant must be entitled to receive the amount

of the grant corresponding at least to the actual duration of the activity period. Any remaining funds must be refunded, except if agreed differently with the beneficiary.

- In case of suspension by the participant of the grant agreement with the beneficiary due to "force majeure", the participant may be allowed to continue the activities after the interruption, provided that the activity end date does not exceed the final date of the project. This should be reported in Mobility Tool+ as a single activity with an interruption period.
- (a) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken the activity for the specified period.
- (b) Supporting documents:
- proof of attendance of the activity in the form of a declaration signed by the participant and the organisation, specifying the place and start and end date of the activity, as well as the name of the participant;
 - proof of payment of the full amount of pocket money / relocation allowance due by the beneficiary to the participant in the form of a proof of transfer to the bank account of the participant or a receipt signed by the participant.
- (c) Reporting:
- The beneficiary must report in Mobility Tool+ on all activities realised under the project.
 - If the duration of an activity is longer than the one indicated in the agreement with the participant, the beneficiary must amend the agreement to take into account the longer duration, provided that the remaining grant amount allows it. In such case, the beneficiary must indicate in Mobility Tool+ the new start date and the end date in line with the approved amendment.

C1. Organisational support – Project Management

- (a) Calculation of the grant amount: the grant amount is calculated by multiplying the number of participants (excluding accompanying persons) by the unit contribution applicable and capped, as specified in Annex IV of the Agreement.
- (b) Triggering event: the event that conditions the entitlement to the grant is that the beneficiary implements the project activities as applied for in the grant application and as approved by the National Agency.

- (c) Supporting documents: proof of activities implemented will be provided in the form of a description of these activities in the final report.
- (d) Reporting: the beneficiary must report in Mobility Tool+ on all activities realised under the project.

C2. Organisational support – Activity Costs

- (a) Calculation of the grant amount: the grant amount is calculated by multiplying the number of days per participant (including accompanying persons) by the unit contribution applicable per day for the host country concerned, as specified in Annex IV of the Agreement. One travel day before the activity and one travel day following the activity can be included for the calculation of the grant, if relevant.

- (b) Supporting documents:

[FOR VOLUNTEERING PROJECTS AND SPECIFIC GRANTS FOR ACTION UNDER VOLUNTEERING PARTNERSHIPS:

Proof of attendance of the activity in the form of a declaration signed by the participant and the host organisation, specifying the name of the participant, the name of the organisation, the purpose of the activity, as well as its starting and end dates.]

[FOR TRAINEESHIPS AND JOBS:

Proof of attendance of the activity in the form of a declaration signed by the participant and the organisation in which the activity took place, specifying the name of the participant, the name of the organisations, the purpose of the activity, as well as its starting and end dates.]

- (c) Reporting:
 - The beneficiary must report in Mobility Tool+ on all activities realised under the project.
 - Participants in the activities must report on the activities via an on-line questionnaire providing their feedback on factual and qualitative elements of their activity.

D. Inclusion support

- (a) Calculation of the grant amount: the grant amount is calculated by multiplying the number of days per participant (excluding accompanying persons) by the unit

contribution applicable per day for the host country concerned, as specified in Annex IV of the Agreement. One travel day before the activity and one travel day following the activity can be included for the calculation of the grant if relevant.

- (b) Triggering event: the event that conditions the entitlement to the grant is that the participant who is a young person with fewer opportunities has actually undertaken the activity.
- (c) Supporting documents: proof of implementation of the additional measures and activities undertaken to promote social inclusion will be required in the form of description of these activities in the final report. The beneficiary will also be required to provide proof of attendance of the activity in the form of a declaration signed by the participant and the host organisation specifying the name of the participant, the name of the organisation, the purpose of the activity, as well as its starting and end dates.
- (d) Reporting:
 - The beneficiary must report in Mobility Tool+ on all activities realised under the project.
 - The beneficiary must report in Mobility Tool+ on the barriers faced by the participant as well as on the additional measures and activities carried out to support her/his participation.

E1. Online Linguistic Support (OLS)

[Only applicable for Volunteering Projects, Specific Grants for Action under Volunteering Partnerships and Traineeships and Jobs insofar as they concern cross-border activities of more than two months, insofar as the main language of activity is Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish or Swedish (or additional languages once they become available in the Online Linguistic Support (OLS) tool)

OLS language assessments

- Language assessment licenses are provided for participants undertaking a mobility period for a minimum period of more than two months excluding travel.
- The licences must be distributed to the participants by **the** beneficiary. The beneficiary must ensure the uptake of the licences and make every effort to ensure that all the allocated licences are used by the selected participants.

- The beneficiary must distribute the language assessment licences to participants after their selection for the solidarity activity.
- The beneficiary must ensure that participants take the first OLS language assessment before their activity period and the second OLS language assessment at the end of their activity period.
- The beneficiary will be notified of the assessment results by the service provider.

OLS language courses

- Participants must have taken an OLS assessment before they can be awarded a licence to follow an OLS language course. Licences for OLS language courses must be awarded to all participants willing to follow the course and according to the participant's linguistic needs.
- Licences must be distributed among the participants by the beneficiary according to their needs. All participants having taken the language assessment have the opportunity to follow a language course, unless the language in question is Irish Gaelic or Maltese.
- Participants with a level of B2 or higher at the first language assessment in their main language of instruction or work or volunteering have the opportunity to follow an OLS language course either in that language or in the local language of the country, provided it is available in the OLS. It is up to the beneficiary to indicate this choice in the OLS.
- OLS language course licences must be used in the period between the OLS first and second language assessments, before and during the activity of the participants concerned.
- The beneficiary must monitor the use of licences on the basis of the information provided by the service provider.
- The beneficiary must make every effort to ensure that all the allocated licences are actively used by the selected participants.

All licences

- Participants commit themselves by signing the Volunteering agreement to complete both OLS language assessments (before and at the end of the mobility period) and to follow the OLS language course, if awarded.

- The beneficiary must act in line with the guidelines for the use of the OLS provided by the service provider.
- The beneficiary must report on the number of used language assessment and language course licences in the final beneficiary report.
- In case of unused or non-allocated licences at the time of final beneficiary report, the NA may decide to take this into account for the allocation of the number of licences awarded to the beneficiary in the subsequent call years and/or **selection rounds**.

E2. Linguistic support

[Only applicable for to Volunteering Projects, Specific Grants for Action under Volunteering Partnerships and Traineeships and Jobs insofar as they concern cross-border activities of more than two months, insofar as the main language of activity is not covered by OLS

- (a) Calculation of the grant amount: the grant amount is calculated by multiplying the total number of participants receiving linguistic support by the unit contribution as specified in Annex IV of the Agreement.
- (b) Triggering event: the event that conditions the entitlement to the grant is that the participant has actually undertaken language preparation in the main language of activity.
- (c) Supporting documents:
 - proof of attendance of courses in the form of a declaration signed by the course provider, specifying the name of the participant, the language taught, the format and duration of the linguistic support provided, and/or
 - invoice for the purchase of learning materials, specifying the language concerned, the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice, and/or
 - in case the linguistic support is provided directly by the beneficiary: a declaration signed and dated by the participant, specifying the name of the participant, the language taught, the format and duration of the linguistic support received. [1](#)

II. RULES APPLICABLE FOR THE BUDGET CATEGORIES BASED ON REIMBURSEMENT OF ACTUAL INCURRED COSTS

II.1. Conditions for the reimbursement of actual costs

Where the grant takes the form of a reimbursement of actual costs, the following conditions must apply:

- (a) they are incurred by the beneficiary;
- (b) they are incurred in the period set out in Article I.2.2.;
- (c) they are indicated in the estimated budget set out in Annex II or eligible following budget transfers in accordance with Article I.3.3;
- (d) they are incurred in connection with the Project as described in Annex II and are necessary for its implementation;
- (e) they are identifiable and verifiable, in particular are recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where the beneficiary is established and with the beneficiary's usual cost accounting practices;
- (f) they comply with the requirements of applicable tax and social legislation;
- (g) they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency;
- (h) they are not covered by a unit contribution as specified in Section I of this Annex.

II.2. Calculation of actual cost

[for Volunteering Projects and Specific Grants for Action under Volunteering Partnerships, Traineeships and Jobs]

A. Exceptional costs

- (a) Calculation of the grant amount: the grant is a reimbursement of 75% of the eligible costs actually incurred for a financial guarantee, of 80% of the eligible costs for expensive travel costs of eligible participants and of 100% of the eligible costs actually incurred for the participation of young people with fewer opportunities, for visa related costs, residence permits, vaccinations, medical certifications etc.
- (b) Eligible costs:

- Costs relating to a financial guarantee lodged by the beneficiary where such guarantee is required by the NA, as specified in Article I.4.2 of the Agreement;
- Costs of travel in the most economical but also effective way for eligible participants for which the standard funding rule does not cover at least 70%. The exceptional costs for expensive travel replace the standard travel grant.
- Costs related to visas, residence permits and vaccinations of participants in mobility activities;
- Costs to support the participation of young people with fewer opportunities or with special needs on equal terms as others not covered by any other unit cost budget category;

(c) Supporting documents:

- In the case of a financial guarantee: proof of the cost of the financial guarantee issued by the body providing the guarantee to the beneficiary, specifying the name and address of the body issuing the financial guarantee, the amount and currency of the cost of the guarantee, and providing the date and signature of the legal representative of the body issuing the guarantee;
- In the case of travel costs: proof of payment of the related costs on the basis of invoices specifying the name and address of the body issuing the invoice, the amount and currency, the date of the invoice and the travel route;
- In the case of costs related to visas, residence permits and vaccinations: proof of payment on the basis of invoices specifying the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice;
- In the case of costs to support the participation of young people with fewer opportunities: proof of payment of the related costs on the basis of invoices specifying the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice;

(d) Reporting:

- The beneficiary must report in Mobility Tool+ whether exceptional costs were incurred;
- In such case, the beneficiary must report in Mobility Tool+ the type of expenses as well as the real amount of related costs incurred.]

[Only applicable for Volunteering Projects and Traineeships and Jobs, i.e. not applicable to Specific Grants for Action under Volunteering Partnerships or Solidarity Projects]

B. Complementary Activity costs

(a) Calculation of the grant amount: the grant is a reimbursement of 80% of the eligible costs actually incurred for costs directly linked to the implementation of the complementary activities and including a flat-rate amount for indirect costs not exceeding 7% of the eligible direct costs of the complementary activities.

(b) Eligible costs:

- Costs directly linked to the implementation of the Complementary Activities including sub-contracting and purchase of goods and services, in so far as applied for by the beneficiary and in so far as approved by the NA and specified in Annex II;
- Indirect costs representing the beneficiary's general administrative costs which can be regarded as chargeable to the project (e.g. electricity or internet bills, costs for premises, cost of permanent staff, etc.) not exceeding 7% of the eligible direct costs of the complementary activities.

(c) Supporting documents:

- a) Invoices of the actual costs incurred, specifying the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice.]

III. CONDITIONS OF ELIGIBILITY OF PROJECT ACTIVITIES

- (a) The beneficiary must ensure that the activities of the project for which grant support was awarded are eligible in accordance with the rules set out in the European Solidarity Corps Guide for each action.
- (b) Activities undertaken that are not compliant with the rules set out in the European Solidarity Corps Guide as complemented by the rules set out in this Annex must be declared ineligible by the NA and the grant amounts corresponding to the activities concerned must be reimbursed in full. The reimbursement must cover all budget categories for which a grant was awarded in relation to the activity that is declared ineligible.
- (c) The eligible minimum duration of activities specified in the European Solidarity Corps Guide is the minimum duration of the activity excluding time for travel.

- (d) Regarding costs incurred in relation to Advance Planning Visits (where applicable) by participants who did not subsequently undertake any Individual Volunteering, Volunteering Teams, Traineeship or Job activities, the beneficiary shall submit a justification to the National Agency explaining the reasons for not implementing activities in relation to the young participant concerned. The National Agency may approve such a request based on this justification.

IV. RULES AND CONDITIONS FOR GRANT REDUCTION FOR POOR, PARTIAL OR LATE IMPLEMENTATION

- (a) Poor, partial or late implementation of the Project may be established by the NA on the basis of the final report submitted by the beneficiary (including reports from individual participants taking part in the mobility activities).
- (b) The NA may consider also information received from any other relevant source, proving that the Project is not implemented in accordance with the contractual provisions. Other sources of information may include monitoring visits, desk checks or on the spot checks undertaken by the NA.
- (c) The final report will be assessed on the basis of quality criteria and scored on a total of maximum 100 points. If the final report scores below 50 points in total, the NA may reduce the final grant amount for organisational support on the basis of poor, partial or late implementation of the action even if all activities reported were eligible and actually took place.
- (d) [For holders of Quality Label or Erasmus+ Volunteering accreditation only: If the NA considers that the implementation of the Project does not respect the quality commitment undertaken by the beneficiary, the NA may in addition or alternatively require the beneficiary to develop and implement an action plan within an agreed timeframe to ensure respect of the applicable requirements. If the beneficiary does not implement the action plan in a satisfactory manner by the due date, the NA may suspend or withdraw the Quality Label or Erasmus+ Volunteering accreditation.]
- (e) The final report will be assessed in conjunction with the reports from the mobility participants, using a common set of quality criteria focusing on:
- The extent to which the action was implemented in line with the approved grant application
 - The quality of the learning outcomes and impact on participants
 - The impact on the organisations involved

- The quality of the practical arrangements provided in support of the activity, in terms of preparation, monitoring and support to participants during their activity
 - The quality arrangements for the recognition/validation of the learning outcomes of participants
 - [For Volunteering Projects, Specific Grants for Action under Volunteering Partnerships, Traineeships and Jobs: The extent to which the grant amounts due to participants were transferred to them in accordance with the contractual provisions set out in the agreement between the respective beneficiary and participant following the templates provided in Annex V of the Agreement.]
- (f) A grant reduction based on poor, partial or late implementation may be applied to the final amount of eligible expenses for organisational support and may be of:
- 25% if the final report scores at least 40 points and below 50 points;
 - 50% if the final report scores at least 25 points and below 40 points;
 - 75% if the final report scores below 25 points.

V. GRANT MODIFICATIONS (NOT APPLICABLE)

VI. CHECKS OF GRANT BENEFICIARY AND PROVISION OF SUPPORTING DOCUMENTS

In accordance with Article II.27 of the Annex I of the Agreement, the beneficiary may be subject to checks and audits in relation to the Agreement. Checks and audits aim at verifying whether the beneficiary managed the grant in respect of the rules set out in the Agreement, in order to establish the final grant amount to which the beneficiary is entitled.

A final report check must be performed for all Projects. In addition, the project may be subject to further desk check or on-the-spot check if the project Agreement is included in the NA sample required by the European Commission or if the NA has selected it for a targeted check based on its risk assessment.

For final report check and desk check, the beneficiary must supply to the NA copies of supporting documents specified in the section I.2, unless the NA makes a request for originals to be delivered. The NA must return original supporting documents to the

beneficiary upon its analysis thereof. If the beneficiary is legally not authorised to send original documents for final report or desk checks, the beneficiary concerned may send a copy of the supporting documents instead.

The beneficiary may be requested by the NA to provide for any type of check, additional supporting documents or evidence that are typically required for another type of check, as specified in article II.27 of the General Conditions.

The different checks must include the following:

a) Final report check

The final report check is undertaken at final report stage at the NA premises in order to establish the final grant amount to which the beneficiary is entitled.

The beneficiary must submit to the National Agency a final report through Mobility Tool+ which will include the following information on grant expenditure:

- Unit contributions consumed for budget categories:
 - Travel
 - Organisational support
 - Inclusion Support
 - Pocket money / Relocation allowance
 - Linguistic support

- Actual costs incurred and supporting documents specified in Section II of this Annex for budget category:
 - Exceptional costs
 - Complementary activity costs (where applicable).

b) Desk check

Desk check is an in-depth check of supporting documents at the NA premises that may be conducted at or after the final report stage.

Upon request, the beneficiary must submit to the National Agency the supporting documents for all budget categories.

c) On-the-spot checks

On-the-spot checks are performed by the NA at the premises of the beneficiary or at any other relevant premise for the execution of the Project. During on-the-spot checks, the beneficiary must make available for review by the National Agency original supporting documentation for all budget categories.

There are three types of possible on-the-spot checks:

- ***On-the-spot check during project implementation***

This check is undertaken during the implementation of the Project in order for the National Agency to verify directly the reality and eligibility of all project activities and participants;

- ***On-the-spot check after completion of the project***

This check is undertaken after the end of the Project and usually after the final report check.

In addition to providing all supporting documentation, the beneficiary must enable the National Agency access to the recording of project expense in the beneficiary accounts.

- ***System check***

The system check is performed to establish the beneficiary's compliance with the commitments undertaken as a result of the Quality Label or Erasmus+ Volunteering accreditation.

The beneficiary must enable National Agency to verify the reality and eligibility of all project activities and participants.

ANNEX IV - APPLICABLE RATES FOR UNIT CONTRIBUTIONS

A. Volunteering, Traineeships and Jobs activities

1. Travel

The following rates apply to Volunteering, Traineeships and Jobs activities:

Table 1 – Travel rates

Travel rates (EUR per participant)	
Travel distances	Amount
Between 10 and 99 KM	20
Between 100 and 499 KM	180
Between 500 and 1 999 KM	275
Between 2 000 and 2 999 KM	360
Between 3 000 and 3 999 KM	530
Between 4 000 and 7 999 KM	820
8 000 KM or more	1 500

Nota bene: the "travel distance" represents the distance between the place of origin and the venue, whereas the "amount" covers the contribution to the travel both to and from the venue.

2. Organisational support:

The Organisational Support consists of two types of eligible costs:

- **Project management costs:** this amounts to EUR 225 per participant, up to a maximum of EUR 4 500. For Volunteering Team activities, this amount is fixed at EUR 2 000 per activity.
- **Activity costs:** these include the activity itself, as well as Advance Planning Visits. They are set as daily rates per participant, which are detailed in the following two tables:

Table 2 – Organisational Support – Activity Costs

	Organisational Support – Activity Costs (EUR per day)	
	Volunteering	Traineeships and Jobs
Austria	24	8
Belgium	27	9
Bulgaria	18	6
Croatia	20	7
Cyprus	22	7
Czech Republic	18	6
Denmark	27	9
Estonia	19	6
Finland	27	9
France	21	7
Germany	24	8
Greece	22	7
Hungary	18	6
Ireland	27	9
Italy	22	7
Latvia	20	7
Lithuania	19	6
Luxembourg	27	9
Malta	23	8
Netherlands	27	9
Poland	19	6
Portugal	21	7
Romania	18	6
Slovakia	20	7
Slovenia	21	7
Spain	19	6
Sweden	27	9
United Kingdom	27	9
former Yugoslav Republic of Macedonia	16	N/A
Iceland	27	N/A
Liechtenstein	25	N/A
Norway	27	N/A
Turkey	18	N/A
Neighbouring partner country	16	N/A

Table 3 – Organisational Support – Activity Costs for Advance Planning Visits

	Organisational Support – Activity Costs APV only (EUR per day)	
	Volunteering	Traineeships and Jobs
Austria	16	
Belgium	18	
Bulgaria	12	
Croatia	13	
Cyprus	15	
Czech Republic	12	
Denmark	18	
Estonia	12	
Finland	18	
France	14	
Germany	16	
Greece	15	
Hungary	12	
Ireland	18	
Italy	15	
Latvia	13	
Lithuania	12	
Luxembourg	18	
Malta	15	
Netherlands	18	
Poland	12	
Portugal	21	
Romania	12	
Slovakia	13	
Slovenia	14	
Spain	12	
Sweden	18	
United Kingdom	18	
former Yugoslav Republic of Macedonia	11	N/A
Iceland	18	N/A
Liechtenstein	17	N/A
Norway	18	N/A
Turkey	12	N/A
Neighbouring partner country	11	N/A

3. Inclusion support

The following rates are to be used for activities which include the participation of young people with fewer opportunities.

Table 4 – Inclusion Support

	Inclusion Support (EUR per day)	
	Volunteering	Traineeships and Jobs
Austria	8	
Belgium	9	
Bulgaria	6	
Croatia	7	
Cyprus	7	
Czech Republic	6	
Denmark	9	
Estonia	6	
Finland	9	
France	7	
Germany	8	
Greece	7	
Hungary	6	
Ireland	9	
Italy	7	
Latvia	7	
Lithuania	6	
Luxembourg	9	
Malta	8	
Netherlands	9	
Poland	6	
Portugal	7	
Romania	6	
Slovakia	7	
Slovenia	7	
Spain	6	
Sweden	9	
United Kingdom	9	
former Yugoslav Republic of Macedonia	5	N/A
Iceland	9	N/A
Liechtenstein	8	N/A
Norway	9	N/A
Turkey	6	N/A
Neighbouring partner country	5	N/A

4. Linguistic support:

This rate is applicable only for languages and/or levels not offered by the Online Linguistic Support.

EUR 150 per participant

5. Pocket Money

This rate is only applicable to Volunteering activities.

Table 5 – Pocket Money for volunteers

	Pocket Money (EUR per day)
	Volunteering
Austria	5
Belgium	4
Bulgaria	4
Croatia	5
Cyprus	5
Czech Republic	5
Denmark	6
Estonia	4
Finland	5
France	6
Germany	5
Greece	5
Hungary	5
Ireland	6
Italy	5
Latvia	4
Lithuania	4
Luxembourg	5
Malta	5
Netherlands	5
Poland	4
Portugal	5
Romania	3
Slovakia	5
Slovenia	4
Spain	5
Sweden	5
United Kingdom	6
former Yugoslav Republic of Macedonia	3
Iceland	6
Liechtenstein	6
Norway	6
Turkey	4
Neighbouring partner country	3

6. Relocation Allowance

This rate is only applicable to Traineeships and Jobs activities.

Table 6 – Relocation allowance for trainees and job holders

	Relocation allowance (EUR per day)
	Traineeships and Jobs
Austria	5
Belgium	4
Bulgaria	4
Croatia	5
Cyprus	5
Czech Republic	5
Denmark	6
Estonia	4
Finland	5
France	6
Germany	5
Greece	5
Hungary	5
Ireland	6
Italy	5
Latvia	4
Lithuania	4
Luxembourg	5
Malta	5
Netherlands	5
Poland	4
Portugal	5
Romania	3
Slovakia	5
Slovenia	4
Spain	5
Sweden	5
United Kingdom	6

Nota bene: the relocation allowance may only be provided for a maximum of 180 days.

7. Other eligible costs

Some other costs incurred by organisations under the European Solidarity Corps may be eligible. However, since they are not based on unit costs, they are not detailed here. These include:

- Exceptional costs: these include unforeseen costs, such as travel that is unusually expensive, such as from or to outermost regions;
- Complementary activity costs: these include costs directly linked to the implementation of the complementary activities of the project.

For more information, please consult the 2018 European Solidarity Corps Guide.

B. Solidarity Projects

1. Project Management

This covers costs linked to the management and implementation of the project.

EUR 500 per month

2. Coaching costs

This covers the optional involvement of a coach in the project.

Table 7 – Coaching costs

	Coaching Costs (EUR per day)
	Solidarity Projects
Austria, Denmark, Ireland, Luxembourg, Netherlands, Sweden	241
Belgium, Finland, France, Germany, Italy, United Kingdom	214
Cyprus, Czech Republic, Greece, Malta, Portugal, Slovenia, Spain	137
Bulgaria, Croatia, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia, Turkey	74

Nota bene: the coaching costs may only be covered for a maximum of 12 days.

3. Other eligible costs

Exceptional costs may also be covered. For more information, please consult the 2018 European Solidarity Corps Guide.



ANNEX V: TEMPLATE FOR AGREEMENTS TO BE USED BETWEEN PARTNER AND VOLUNTEERS

European Solidarity Corps – Volunteering agreement

[This template can be adapted by the NA or by the organisation, but the content of this template is a minimum requirement]

[Full official name of the supporting organisation, or host organisation, and PIC number]

Address: [official address in full]

Called hereafter “the organisation”, represented for the purposes of signature of this agreement by [first name, family name and function] of the one part, and

Mr/Mrs [first name and family name]

Date of birth: [DD/MM/YYYY]	Nationality:
Address: [official address in full]	
Phone:	E-mail:
Sex: [M/F/other]	

Called hereafter “the participant” of the other part, have agreed the Special Conditions and the Annex below which form an integral part of this agreement ("the agreement"):

[The agreement also concerns the following partner organisation(s) in the project:

[Full official name of the partner organisation(s), PIC number and role in the volunteering project (supporting or host)]

Address: [official address in full]

Called hereafter "the partner organisations"

Project number:

[please enter project number as provided in the agreement]

Project title:

[please enter project title as provided in the agreement]

National Agency:

[please enter the name of the National agency for this project]

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The organisation shall provide financial support to the participant for undertaking a volunteering activity under the European Solidarity Corps Programme.
- 1.2 Any amendment to the agreement shall be done in writing. In case of substantial modifications, a new agreement has to be signed.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF ACTIVITY

- 2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- 2.2 The activity period shall start on [date]¹ and end on [date]².
- 2.3 The total duration of the activity period, including previous participation in EVS or in an Erasmus+ Volunteering activity³, shall not exceed 14 months for a participant.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support in form of Pocket Money for the activity period has a minimum amount of EUR [...].
- 3.2 The participant shall receive a financial support from EU funds for [xx] days. The total amount for the activity period shall be determined by multiplying the number of days of the activity with the rate applicable per day for the host country concerned.
- 3.3 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the documentation such as invoices, receipts, etc. provided by the participant.
- 3.4 The financial support may not be used to cover similar costs already funded by European Union funds.

ARTICLE 4 – RIGHTS, RESPONSIBILITIES AND PAYMENT ARRANGEMENTS

- 4.1 [Please describe the division of rights and responsibilities between the participant and the organisations in the activity, housing, practical arrangements, rules of conduct, etc.]
- 4.2 [Please complete this section with a description of the payment arrangements you intend to put in place, such as advance payments, refunds for tickets, etc.]
- 4.3 [Please complete with the detailed description of the payment arrangements of the financial support (dates, amounts and currency of each payment to be specified)]

ARTICLE 5 – INSURANCE

[If the volunteering activity is in-country, use the following provision]

- 5.1 By signing this agreement, the organisation confirms that the volunteer will be insured, either through the national health system or through a private insurance scheme, for accidents and illness. The organisation also confirms that the volunteer will be insured for third party liability.

[If the volunteering activity is cross-border, use the following provisions instead]

- 5.1 The participant shall be registered for the European Solidarity Corps insurance scheme.
- 5.2 The insurance identification of the participant is [number as provided by the insurance provider].
- 5.3 By signing this agreement, the organisation confirms that the registration has been undertaken and the participant has been duly informed of how the insurance scheme

1 The start date of the activity shall be the first day that the participant needs to be present at the host organisation.

2 The end date shall be the last day the participant needs to be present at the host organisation.

3 The EVS or Erasmus+ volunteering activity must have lasted no more than 2 months.

functions, as well as the obligation of obtaining the European Health Insurance Card, if free of charge, before arriving to the host country.

ARTICLE 6 – LINGUISTIC SUPPORT [Only for cross-border volunteering activities]

[If the activity will be done in one of the languages covered by the Online Linguistic Support, use the following]

6.1. The participant shall carry out an online assessment of linguistic competences before and at the end of the activity period, with the exception of native speakers. The participant shall immediately inform the organisation if he/she is unable to carry out the online assessment.

6.2. [Only applicable to participants that will follow an OLS language course] The participant shall follow the online [language to be specified] language course in order to prepare for the activity abroad. The participant shall immediately inform the organisation if he/she is unable to carry out the online course.

[If Online Linguistic Support is not provided, use the following]

6.1 [Please describe the obligations of the participant with regards to linguistic support provided in the context of the project]

ARTICLE 7 – EUROPEAN SOLIDARITY CORPS INFO KIT

7.1 The organisation has provided the participant with the Info Kit which is composed of the following documents:

- Welcome letter for participants
- What to expect from your Volunteering activity
- Information about Youthpass (link can be found in the welcome letter)
- Information about the European Solidarity Corps Insurance (link can be found in the welcome letter)
- The European Solidarity Corps principles (link can be found in the welcome letter)

The participant shall be familiar with the content of these documents before signing the Volunteering agreement.

ARTICLE 8 – ROLES AND TASKS OF THE PARTICIPANT

8.1 [Please describe the roles and tasks the participant will have in the organisation]

8.2 By signing this agreement, the participant declares to not have taken part in EVS or an Erasmus+ Volunteering activity previously (with the exception indicated in the Programme Guide).

ARTICLE 9 – FINAL REPORT

The participant shall complete the participant report at the latest 30 days after the end of the activity period.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

The Agreement is governed by [insert the national law of the NA].

The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the institution and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

For the participant
[name / forename]

[signature]

Done at [place], [date]

For the organisation
[name / forename / function]

[signature]

Done at [place], [date]

Annex I

GENERAL CONDITIONS

Article 1: Liability

Each party of this agreement shall exonerate the other from any civil liability for damages suffered by them or their staff as a result of performance of this agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the other party or their staff.

The National Agency of [country], the European Commission or their staff shall not be held liable in the event of a claim under the agreement relating to any damage caused during the execution of the activity. Consequently, the National Agency of [country] or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

Article 2: Termination of the agreement

In the event of failure by the participant to perform any of the obligations arising from the agreement, and regardless of the consequences provided for under the applicable law, the organisation is entitled to terminate or cancel the agreement without any further legal formality where no action is taken by the participant within one month of receiving notification by registered letter.

In the event of failure by the organisations to perform obligations outlined in the agreement and/or the European Solidarity Corps principles, the volunteer is entitled to terminate or cancel the agreement.

If the participant terminates the agreement before its agreement ends or if he/she fails to follow the agreement in accordance with the rules, he/she shall have to refund the amount of the grant already paid, in case part of the grant has been paid in advance for non-active days.

In case of termination by the participant due to "force majeure", i.e. an unforeseeable exceptional situation or event beyond the participant's control and not attributable to error or negligence on his/her part, the participant shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded.

Article 3: Data Protection

All personal data contained in the agreement shall be processed in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU institutions, agencies and bodies. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by the partner organisations, the National Agency and the European Commission, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with EU legislation (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of his/her personal data to the sending institution and/or the National Agency. The participant may lodge a complaint against the processing of his personal data with the [national supervising body for data protection] with regard to the use of these data by the sending institution, the National Agency, or to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

Article 4: Checks and Audits

The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of [country] or by any other outside body authorised by the European Commission or the National Agency of [country] to check that the mobility period and the provisions of the agreement are being properly implemented.