

## **ANNEX 4**

### **MODEL FOR THE FINANCIAL STATEMENTS**

*Note:*

*This document will be produced by the financial workbook found at the following link on the EMPIR Participant Portal:*

<http://msu.euramet.org/downloads/>

MODEL ANNEX 4 FOR EMPIR GENERAL MGA — MULTI

FINANCIAL STATEMENT FOR [BENEFICIARY [name]/ LINKED THIRD PARTY [name]] FOR REPORTING PERIOD [reporting period]

Eligible <sup>1</sup> costs (per budget category)													Receipts		EMPIR contribution			Additional information		
A. Direct personnel costs		B. Direct costs of subcontracting	[C. Direct costs of fin. support]	D. Other direct costs		E. Indirect costs <sup>2</sup>		[F. Costs of ... ]			Total costs	Receipts	Reimbursement rate %	Maximum EMPIR contribution <sup>3</sup>	Requested EMPIR contribution	Information for indirect costs :				
A.1 Employees (or equivalent)		A.4 SME owners without salary		D.1 Travel	[D.4 Costs of large research infrastructure ]							Receipts of the action, to be reported in the last reporting period, according to Article 5.3.3				Costs of in-kind contributions not used on premises				
A.2 Natural persons under direct contract		A.5 Beneficiaries that are natural persons without salary		D.2 Equipment																
A.3 Seconded persons				D.3 Other goods and services																
[A.6 Personnel for providing access to research infrastructure]																				
Form of costs <sup>4</sup>		Actual	Unit	Unit	Actual	Actual	Actual	Actual	Applicable flat-rate	Flat-rate <sup>5</sup>	Unit	Unit								
				XX EUR/hour					flat-rate		XX EUR/unit									
		a	Total b	No hours	Total c	d	[e]	f	[g]	5% /25%	h= applicable flat-rate x (a+b+c+h+[g]+[i1] <sup>6</sup> + [2] <sup>6</sup> -o)	No units	Total [i1]	Total [i2]	j = a+b+c+d+[e]+f+[g]+h+[i1]+[i2]	k	l	m	n	o
[short name beneficiary/linked third party]																				

**The beneficiary/linked third party hereby confirms that:**  
 The information provided is complete, reliable and true.  
 The costs declared are eligible (see Article 6).  
 The costs can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 17, 18 and 22).  
 For the last reporting period: that all the receipts have been declared (see Article 5.3.3).

i Please declare all eligible costs, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Only amounts that were declared in your individual financial statements can be taken into account lateron, in order to replace other costs that are found to be ineligible.

<sup>1</sup> See Article 6 for the eligibility conditions

<sup>2</sup> The indirect costs claimed must be free of any amounts covered by an operating grant (received under any EU or Euratom funding programme; see Article 6.2.E). If you have received an operating grant during this reporting period, you cannot claim any indirect costs.

<sup>3</sup> The amount of EMPIR contribution should be calculated by multiplying the reimbursement rate by the total costs declared. The amount you request (in the column 'requested EMPIR contribution') may have to be less (e.g. if you and the other beneficiaries are above budget, if the 85% limit (see Article 21) is reached, etc).

<sup>4</sup> See Article 5 for the form of costs

<sup>5</sup> Flat rate : 5% (for NMs and DIs) or 25% (for beneficiaries other than NMs and DIs) of eligible direct costs, from which are excluded: direct costs of subcontracting, costs of in-kind contributions not used on premises, direct costs of financial support, and unit costs declared under budget

<sup>6</sup> Only specific unit costs that do not include indirect costs

Official Name of the [Beneficiary] [Linked Third Party]

[name and title of authorised representative]

[Date] [Place]

Signature of the [Beneficiary] [Linked Third Party]

## ANNEX 5

### MODEL FOR THE CERTIFICATE ON THE FINANCIAL STATEMENTS

Note:

A word template for this document will be found at the following link on the EMPIR Participant Portal: <http://msu.euramet.org/downloads/>

**Terms of Reference for an Independent Report of Factual Findings on costs declared under a Grant Agreement funded from the EMPIR programme co-financed by the Participating States and from the European Union's Horizon 2020 Research and Innovation Framework Programme**

This document sets out the 'Terms of Reference (ToR)' under which

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

agrees to engage

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

to produce an independent report of factual findings ('the Report') concerning the Financial Statement(s)<sup>1</sup> drawn up by the *[Beneficiary]* *[Linked Third Party]* for the EMPIR grant agreement *[insert number of the grant agreement, title of the action, acronym and duration from/to]* ('the Agreement'), and

to issue a Certificate on the Financial Statements' ('CFS') referred to in Article 20.4 of the Agreement based on the compulsory reporting template stipulated by the Commission.

The Agreement has been concluded under the EMPIR programme co-financed by the Participating States and from the European Union's Horizon 2020 Research and Innovation Framework Programme between the Beneficiary and EURAMET

EURAMET is mentioned as a signatory of the Agreement with the Beneficiary only. EURAMET or the European Union is not a party to this engagement.

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

The coordinator must submit to EURAMET the final report within 60 days following the end of the last reporting period which should include, amongst other documents, a CFS for each beneficiary and for each linked third party that requests a total contribution of EUR 325 000 or more, as reimbursement of actual costs and unit costs calculated on the basis of its usual cost accounting practices (see Article 20.4 of the Agreement). The CFS must cover all reporting periods of the beneficiary or linked third party indicated above.

The Beneficiary must submit to the coordinator the CFS for itself and for its linked third party(ies), if the CFS must be included in the final report according to Article 20.4 of the Agreement.

The CFS is composed of two separate documents:

- The Terms of Reference ('the ToR') to be signed by the *[Beneficiary]* *[Linked Third Party]* and the Auditor;
- The Auditor's Independent Report of Factual Findings ('the Report') to be issued on the Auditor's letterhead, dated, stamped and signed by the Auditor (or the competent public officer) which includes the agreed-upon procedures ('the Procedures') to be performed by the Auditor, and the standard factual findings ('the Findings') to be confirmed by the Auditor.

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<sup>1</sup> By which costs under the Agreement are declared (see template 'Model Financial Statements' in Annex 4 to the Grant Agreement).

If the CFS must be included in the final report according to Article 20.4 of the Agreement, the request for payment of the balance relating to the Agreement cannot be made without the CFS. However, the payment for reimbursement of costs covered by the CFS does not preclude EURAMET, the Commission, the European Anti-Fraud Office and the European Court of Auditors from carrying out checks, reviews, audits and investigations in accordance with Article 22 of the Agreement.

## 1.2 Responsibilities

The *[Beneficiary]* *[Linked Third Party]*:

- must draw up the Financial Statement(s) for the action financed by the Agreement in compliance with the obligations under the Agreement. The Financial Statement(s) must be drawn up according to the *[Beneficiary's]* *[Linked Third Party's]* accounting and book-keeping system and the underlying accounts and records;
- must send the Financial Statement(s) to the Auditor;
- is responsible and liable for the accuracy of the Financial Statement(s);
- is responsible for the completeness and accuracy of the information provided to enable the Auditor to carry out the Procedures. It must provide the Auditor with a written representation letter supporting these statements. The written representation letter must state the period covered by the statements and must be dated;
- accepts that the Auditor cannot carry out the Procedures unless it is given full access to the *[Beneficiary's]* *[Linked Third Party's]* staff and accounting as well as any other relevant records and documentation.

The Auditor:

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

The Auditor:

- must be independent from the Beneficiary *[and the Linked Third Party]*, in particular, it must not have been involved in preparing the *[Beneficiary's]* *[Linked Third Party's]* Financial Statement(s);
- must plan work so that the Procedures may be carried out and the Findings may be assessed;
- must adhere to the Procedures laid down and the compulsory report format;
- must carry out the engagement in accordance with this ToR;
- must document matters which are important to support the Report;
- must base its Report on the evidence gathered;
- must submit the Report to the *[Beneficiary]* *[Linked Third Party]*.

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

### 1.3 Applicable Standards

The Auditor must comply with these Terms of Reference and with<sup>2</sup>:

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

The Auditor's Report must state that there is no conflict of interests in establishing this Report between the Auditor and the Beneficiary *[and the Linked Third Party]*, and must specify - if the service is invoiced - the total fee paid to the Auditor for providing the Report.

### 1.4 Reporting

The Report must be written in the language of the Agreement (see Article 20.7).

Under Article 22 of the Agreement, EURAMET, the Commission, the European Anti-Fraud Office and the Court of Auditors have the right to audit any work that is carried out under the action and for which costs are declared from EMPIR programme budget. This includes work related to this engagement. The Auditor must provide access to all working papers (e.g. recalculation of hourly rates, verification of the time declared for the action) related to this assignment if EURAMET, the Commission, the European Anti-Fraud Office or the European Court of Auditors requests them.

### 1.5 Timing

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

### 1.6 Other terms

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

*[legal name of the Auditor]*

*[legal name of the [Beneficiary][Linked Third Party]]*

*[name & function of authorised representative]*

*[name & function of authorised representative]*

*[dd Month yyyy]*

*[dd Month yyyy]*

(Signature of the Auditor)

(Signature of the *[Beneficiary][Linked Third Party]*)

<sup>2</sup> Supreme Audit Institutions applying INTOSAI-standards may carry out the Procedures according to the corresponding International Standards of Supreme Audit Institutions and code of ethics issued by INTOSAI instead of the International Standard on Related Services ('ISRS') 4400 and the Code of Ethics for Professional Accountants issued by the IAASB and the IESBA.

**Independent Report of Factual Findings on costs declared under a grant agreement funded from the EMPIR programme co-financed by the Participating States and from the European Union's Horizon 2020 Research and Innovation Framework Programme**

*(To be printed on the Auditor's letterhead)*

To

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

Dear [Name of contact person(s)],

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

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

we [name of the auditor] ('the Auditor'), established at [full address/ city/state /province/ country], represented by [name and function of an authorised representative],

have carried out the procedures agreed with you regarding the costs declared in the Financial Statement(s)<sup>3</sup> of the [*Beneficiary*] [*Linked Third Party*] concerning the grant agreement

[insert grant agreement reference: number, title of the action and acronym] ('the Agreement'),

with a total cost declared of [total amount] EUR,

and a total of actual costs and 'direct personnel costs declared as unit costs calculated in accordance with the [*Beneficiary's*] [*Linked Third Party's*] usual cost accounting practices' declared of

[sum of total actual costs and total direct personnel costs declared as unit costs calculated in accordance with the [*Beneficiary's*] [*Linked Third Party's*] usual cost accounting practices] EUR

and **hereby provide our Independent Report of Factual Findings ('the Report')** using the compulsory report format agreed with you.

### **The Report**

Our engagement was carried out in accordance with the terms of reference ('the ToR') appended to this Report. The Report includes the agreed-upon procedures ('the Procedures') carried out and the standard factual findings ('the Findings') examined.

The Procedures were carried out solely to assist EURAMET in evaluating whether the [*Beneficiary's*] [*Linked Third Party's*] costs in the accompanying Financial Statement(s) were

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<sup>3</sup> By which the Beneficiary declares costs under the Agreement (see template 'Model Financial Statement' in Annex 4 to the Agreement).

declared in accordance with the Agreement. EURAMET draws its own conclusions from the Report and any additional information it may require.

The scope of the Procedures was defined by EURAMET. Therefore, the Auditor is not responsible for their suitability or pertinence. Since the Procedures carried out constitute neither an audit nor a review made in accordance with International Standards on Auditing or International Standards on Review Engagements, the Auditor does not give a statement of assurance on the Financial Statements.

Had the Auditor carried out additional procedures or an audit of the *[Beneficiary's] [Linked Third Party's]* Financial Statements in accordance with International Standards on Auditing or International Standards on Review Engagements, other matters might have come to its attention and would have been included in the Report.

### **Not applicable Findings**

We examined the Financial Statement(s) stated above and considered the following Findings not applicable:

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

*If a Finding was not applicable, it must be marked as 'N.A.' ('Not applicable') in the corresponding row on the right-hand column of the table and means that the Finding did not have to be corroborated by the Auditor and the related Procedure(s) did not have to be carried out.*

*The reasons of the non-application of a certain Finding must be obvious i.e.*

- i) if no cost was declared under a certain category then the related Finding(s) and Procedure(s) are not applicable;*
- ii) if the condition set to apply certain Procedure(s) are not met the related Finding(s) and those Procedure(s) are not applicable. For instance, for 'beneficiaries with accounts established in a currency other than euro' the Procedure and Finding related to 'beneficiaries with accounts established in euro' are not applicable. Similarly, if no additional remuneration is paid, the related Finding(s) and Procedure(s) for additional remuneration are not applicable.*

**List here all Findings considered not applicable for the present engagement and explain the reasons of the non-applicability.**

....

### **Exceptions**

Apart from the exceptions listed below, the *[Beneficiary] [Linked Third Party]* provided the Auditor all the documentation and accounting information needed by the Auditor to carry out the requested Procedures and evaluate the Findings.

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

- If the Auditor was not able to successfully complete a procedure requested, it must be marked as 'E' ('Exception') in the corresponding row on the right-hand column of the table. The reason such as the inability to reconcile key information or the unavailability of data that prevents the Auditor from carrying out the Procedure must be indicated below.*
- If the Auditor cannot corroborate a standard finding after having carried out the corresponding procedure, it must also be marked as 'E' ('Exception') and, where possible, the reasons why the Finding was not fulfilled and its possible impact must be explained here below.*

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

....



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

1. *The Beneficiary was unable to substantiate the Finding number 1 on ... because ....*
2. *Finding number 30 was not fulfilled because the methodology used by the Beneficiary to calculate unit costs was different from the one approved by the Commission. The differences were as follows: ...*
3. *After carrying out the agreed procedures to confirm the Finding number 31, the Auditor found a difference of \_\_\_\_\_ EUR. The difference can be explained by ...*

### **Further Remarks**

In addition to reporting on the results of the specific procedures carried out, the Auditor would like to make the following general remarks:

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

1. *Regarding Finding number 8 the conditions for additional remuneration were considered as fulfilled because ...*
2. *In order to be able to confirm the Finding number 15 we carried out the following additional procedures: ....*

### **Use of this Report**

This Report may be used only for the purpose described in the above objective. It was prepared solely for the confidential use of the [Beneficiary] [Linked Third Party] and EURAMET, and only to be submitted to EURAMET in connection with the requirements set out in Article 20.4 of the Agreement. The Report may not be used by the [Beneficiary] [Linked Third Party] or by EURAMET for any other purpose, nor may it be distributed to any other parties. EURAMET may only disclose the Report to authorised parties, in particular to the Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors.

This Report relates only to the Financial Statement(s) submitted to EURAMET by the [Beneficiary] [Linked Third Party] for the Agreement. Therefore, it does not extend to any other of the [Beneficiary's] [Linked Third Party's] Financial Statement(s).

There was no conflict of interest<sup>4</sup> between the Auditor and the Beneficiary [and Linked Third Party] in establishing this Report. The total fee paid to the Auditor for providing the Report was EUR [redacted] (including EUR [redacted] of deductible VAT).

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

[legal name of the Auditor]

[name and function of an authorised representative]

[dd Month yyyy]

(Signature of the Auditor)

<sup>4</sup> A conflict of interest arises when the Auditor's objectivity to establish the certificate is compromised in fact or in appearance when the Auditor for instance:

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

### Agreed-upon procedures to be performed and standard factual findings to be confirmed by the Auditor

EURAMET reserves the right to i) provide the auditor with additional guidance regarding the procedures to be followed or the facts to be ascertained and the way in which to present them (this may include sample coverage and findings) or to ii) change the procedures, by notifying the Beneficiary in writing. The procedures carried out by the auditor to confirm the standard factual finding are listed in the table below.

If this certificate relates to a Linked Third Party, any reference here below to 'the Beneficiary' is to be considered as a reference to 'the Linked Third Party'.

The 'result' column has three different options: 'C', 'E' and 'N.A.':

- 'C' stands for 'confirmed' and means that the auditor can confirm the 'standard factual finding' and, therefore, there is no exception to be reported.
- 'E' stands for 'exception' and means that the Auditor carried out the procedures but cannot confirm the 'standard factual finding', or that the Auditor was not able to carry out a specific procedure (e.g. because it was impossible to reconcile key information or data were unavailable),
- 'N.A.' stands for 'not applicable' and means that the Finding did not have to be examined by the Auditor and the related Procedure(s) did not have to be carried out. The reasons of the non-application of a certain Finding must be obvious i.e. i) if no cost was declared under a certain category then the related Finding(s) and Procedure(s) are not applicable; ii) if the condition set to apply certain Procedure(s) are not met then the related Finding(s) and Procedure(s) are not applicable. For instance, for 'beneficiaries with accounts established in a currency other than the euro' the Procedure related to 'beneficiaries with accounts established in euro' is not applicable. Similarly, if no additional remuneration is paid, the related Finding(s) and Procedure(s) for additional remuneration are not applicable.

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
A	<b>ACTUAL PERSONNEL COSTS AND UNIT COSTS CALCULATED BY THE BENEFICIARY IN ACCORDANCE WITH ITS USUAL COST ACCOUNTING PRACTICE</b>		
	The Auditor draws a sample of persons whose costs were declared in the Financial Statement(s) to carry out the procedures indicated in the consecutive points of this section A.		

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
	<p><i>(The sample should be selected randomly so that it is representative. Full coverage is required if there are fewer than 10 people (including employees, natural persons working under a direct contract and personnel seconded by a third party), otherwise the sample should have a minimum of 10 people, or 10% of the total, whichever number is the highest)</i></p> <p>The Auditor sampled [redacted] people out of the total of [redacted] people.</p>		
<p><b>A.1</b></p>	<p><b>PERSONNEL COSTS</b></p> <p><u>For the persons included in the sample and working under an employment contract or equivalent act (general procedures for individual actual personnel costs and personnel costs declared as unit costs)</u></p> <p>To confirm standard factual findings 1-5 listed in the next column, the Auditor reviewed following information/documents provided by the Beneficiary:</p> <ul style="list-style-type: none"> <li>o a list of the persons included in the sample indicating the period(s) during which they worked for the action, their position (classification or category) and type of contract;</li> <li>o the payslips of the employees included in the sample;</li> <li>o reconciliation of the personnel costs declared in the Financial Statement(s) with the accounting system (project accounting and general ledger) and payroll system;</li> <li>o information concerning the employment status and employment conditions of personnel included in the sample, in particular their employment contracts or equivalent;</li> <li>o the Beneficiary's usual policy regarding payroll matters (e.g. salary policy, overtime policy, variable pay);</li> <li>o applicable national law on taxes, labour and social security and</li> </ul>	<p>1) The employees were i) directly hired by the Beneficiary in accordance with its national legislation, ii) under the Beneficiary's sole technical supervision and responsibility and iii) remunerated in accordance with the Beneficiary's usual practices.</p> <p>2) Personnel costs were recorded in the Beneficiary's accounts/payroll system.</p> <p>3) Costs were adequately supported and reconciled with the accounts and payroll records.</p> <p>4) Personnel costs did not contain any ineligible elements.</p>	

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
	<ul style="list-style-type: none"> <li>o any other document that supports the personnel costs declared.</li> </ul> <p>The Auditor also verified the eligibility of all components of the retribution (see Article 6 GA) and recalculated the personnel costs for employees included in the sample.</p>	5) There were no discrepancies between the personnel costs charged to the action and the costs recalculated by the Auditor.	
	<p><i>Further procedures if 'additional remuneration' is paid</i></p> <p>To confirm standard factual findings 6-9 listed in the next column, the Auditor:</p> <ul style="list-style-type: none"> <li>o reviewed relevant documents provided by the Beneficiary (legal form, legal/statutory obligations, the Beneficiary's usual policy on additional remuneration, criteria used for its calculation...);</li> <li>o recalculated the amount of additional remuneration eligible for the action based on the supporting documents received (full-time or part-time work, exclusive or non-exclusive dedication to the action, etc.) to arrive at the applicable FTE/year and pro-rata rate (see data collected in the course of carrying out the procedures under A.2 'Productive hours' and A.4 'Time recording system').</li> </ul> <p><i>IF ANY PART OF THE REMUNERATION PAID TO THE EMPLOYEE IS NOT MANDATORY ACCORDING TO THE NATIONAL LAW OR THE EMPLOYMENT CONTRACT ("ADDITIONAL REMUNERATION") AND IS ELIGIBLE UNDER THE PROVISIONS OF ARTICLE 6.2.A.1, THIS CAN BE CHARGED AS ELIGIBLE COST TO THE ACTION UP TO THE FOLLOWING AMOUNT:</i></p> <p>(A) <i>IF THE PERSON WORKS FULL TIME AND EXCLUSIVELY ON THE ACTION DURING THE FULL YEAR: UP TO EUR 8 000/YEAR;</i></p> <p>(B) <i>IF THE PERSON WORKS EXCLUSIVELY ON THE ACTION BUT NOT FULL-TIME OR NOT FOR THE FULL YEAR: UP TO THE CORRESPONDING PRO-RATA AMOUNT OF EUR 8 000, OR</i></p> <p>(C) <i>IF THE PERSON DOES NOT WORK EXCLUSIVELY ON THE ACTION: UP TO A PRO-RATA</i></p>	<p>6) The Beneficiary paying "additional remuneration" was a non-profit legal entity.</p> <p>7) The amount of additional remuneration paid corresponded to the Beneficiary's usual remuneration practices and was consistently paid whenever the same kind of work or expertise was required.</p> <p>8) The criteria used to calculate the additional remuneration were objective and generally applied by the Beneficiary regardless of the source of funding used.</p> <p>9) The amount of additional remuneration included in the personnel costs charged to the action was capped at EUR 8,000 per FTE/year (up to the equivalent pro-rata amount if the</p>	

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
	<p>AMOUNT CALCULATED IN ACCORDANCE TO ARTICLE 6.2.A.1.</p> <p><i>Additional procedures in case “unit costs calculated by the Beneficiary in accordance with its usual cost accounting practices” is applied:</i></p> <p>Apart from carrying out the procedures indicated above to confirm standard factual findings 1-5 and, if applicable, also 6-9, the Auditor carried out following procedures to confirm standard factual findings 10-13 listed in the next column:</p> <ul style="list-style-type: none"> <li>o obtained a description of the Beneficiary's usual cost accounting practice to calculate unit costs;.</li> <li>o reviewed whether the Beneficiary's usual cost accounting practice was applied for the Financial Statements subject of the present CFS;</li> <li>o verified the employees included in the sample were charged under the correct category (in accordance with the criteria used by the Beneficiary to establish personnel categories) by reviewing the contract/HR-record or analytical accounting records;</li> <li>o verified that there is no difference between the total amount of personnel costs used in calculating the cost per unit and the total amount of personnel costs recorded in the statutory accounts;</li> <li>o verified whether actual personnel costs were adjusted on the basis of budgeted or estimated elements and, if so, verified whether those elements used are actually relevant for the calculation, objective and supported by documents.</li> </ul>	<p>person did not work on the action full-time during the year or did not work exclusively on the action).</p> <p>10) The personnel costs included in the Financial Statement were calculated in accordance with the Beneficiary's usual cost accounting practice. This methodology was consistently used in all EMPIR and H2020 actions.</p> <p>11) The employees were charged under the correct category.</p> <p>12) Total personnel costs used in calculating the unit costs were consistent with the expenses recorded in the statutory accounts.</p> <p>13) Any estimated or budgeted element used by the Beneficiary in its unit-cost calculation were relevant for calculating personnel costs and corresponded to objective and verifiable information.</p> <p>14) The natural persons reported to the Beneficiary (worked</p>	

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
	<p><u>For natural persons included in the sample and working with the Beneficiary under a direct contract other than an employment contract, such as consultants (no subcontractors).</u></p> <p>To confirm standard factual findings 14-18 listed in the next column the Auditor reviewed following information/documents provided by the Beneficiary:</p> <ul style="list-style-type: none"> <li>o the contracts, especially the cost, contract duration, work description, place of work, ownership of the results and reporting obligations to the Beneficiary;</li> <li>o the employment conditions of staff in the same category to compare costs and;</li> <li>o any other document that supports the costs declared and its registration (e.g. invoices, accounting records, etc.).</li> </ul>	<p>under the Beneficiary's instructions).</p> <p>15) They worked on the Beneficiary's premises (unless otherwise agreed with the Beneficiary).</p> <p>16) The results of work carried out belong to the Beneficiary.</p> <p>17) Their costs were not significantly different from those for staff who performed similar tasks under an employment contract with the Beneficiary.</p> <p>18) The costs were supported by audit evidence and registered in the accounts.</p>	
	<p><u>For personnel seconded by a third party and included in the sample (not subcontractors)</u></p> <p>To confirm standard factual findings 19-22 listed in the next column, the Auditor reviewed following information/documents provided by the Beneficiary:</p> <ul style="list-style-type: none"> <li>o their secondment contract(s) notably regarding costs, duration, work description, place of work and ownership of the results;</li> <li>o if there is reimbursement by the Beneficiary to the third party for the resource made available_(in-kind contribution against payment): any documentation that supports the costs declared (e.g. contract, invoice, bank payment, and proof of registration in its accounting/payroll, etc.) and reconciliation of the Financial</li> </ul>	<p>19) Seconded personnel reported to the Beneficiary and worked on the Beneficiary's premises (unless otherwise agreed with the Beneficiary).</p> <p>20) The results of work carried out belong to the Beneficiary.</p> <p><i>If personnel is seconded against payment:</i></p> <p>21) The costs declared were</p>	

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
	<p>Statement(s) with the accounting system (project accounting and general ledger) as well as any proof that the amount invoiced by the third party did not include any profit;</p> <ul style="list-style-type: none"> <li>o if there is no reimbursement by the Beneficiary to the third party for the resource made available (in-kind contribution free of charge): a proof of the actual cost borne by the Third Party for the resource made available free of charge to the Beneficiary such as a statement of costs incurred by the Third Party and proof of the registration in the Third Party's accounting/payroll;</li> <li>o any other document that supports the costs declared (e.g. invoices, etc.).</li> </ul>	<p>supported with documentation and recorded in the Beneficiary's accounts. The third party did not include any profit.</p>	
<b>A.2</b>	<p><b>PRODUCTIVE HOURS</b></p> <p>To confirm standard factual findings 23-28 listed in the next column, the Auditor reviewed relevant documents, especially national legislation, labour agreements and contracts and time records of the persons included in the sample, to verify that:</p> <ul style="list-style-type: none"> <li>o the annual productive hours applied were calculated in accordance with one of the methods described below,</li> <li>o the full-time equivalent (FTEs) ratios for employees not working full-time were correctly calculated.</li> </ul> <p>If the Beneficiary applied method B, the auditor verified that the correctness in which the total number of hours worked was calculated and that the contracts specified the annual workable hours.</p> <p>If the Beneficiary applied method C, the auditor verified that the 'annual productive hours' applied when calculating the hourly rate were equivalent to at least 90 % of the 'standard annual workable hours'. The Auditor can only do this if the calculation of the</p>	<p><i>if personnel is seconded free of charge:</i></p> <p>22) The costs declared did not exceed the third party's cost as recorded in the accounts of the third party and were supported with documentation.</p> <p>23) The Beneficiary applied method [choose one option and delete the others]</p> <p>[A: 1720 hours]</p> <p>[B: the 'total number of hours worked']</p> <p>[C: 'annual productive hours' used correspond to usual accounting practices]</p> <p>24) Productive hours were calculated annually.</p> <p>25) For employees not working full-time the full-time equivalent (FTE) ratio was correctly applied.</p>	

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
	<p>standard annual workable hours can be supported by records, such as national legislation, labour agreements, and contracts.</p> <p><i>BENEFICIARY'S PRODUCTIVE HOURS' FOR PERSONS WORKING FULL TIME SHALL BE ONE OF THE FOLLOWING METHODS:</i></p> <p><b>A. 1720 ANNUAL PRODUCTIVE HOURS (PRO-RATA FOR PERSONS NOT WORKING FULL-TIME)</b></p> <p><b>B. THE TOTAL NUMBER OF HOURS WORKED BY THE PERSON FOR THE BENEFICIARY IN THE YEAR (THIS METHOD IS ALSO REFERRED TO AS 'TOTAL NUMBER OF HOURS WORKED' IN THE NEXT COLUMN). THE CALCULATION OF THE TOTAL NUMBER OF HOURS WORKED WAS DONE AS FOLLOWS: ANNUAL WORKABLE HOURS OF THE PERSON ACCORDING TO THE EMPLOYMENT CONTRACT, APPLICABLE LABOUR AGREEMENT OR NATIONAL LAW PLUS OVERTIME WORKED MINUS ABSENCES (SUCH AS SICK LEAVE OR SPECIAL LEAVE).</b></p> <p><b>C. THE STANDARD NUMBER OF ANNUAL HOURS GENERALLY APPLIED BY THE BENEFICIARY FOR ITS PERSONNEL IN ACCORDANCE WITH ITS USUAL COST ACCOUNTING PRACTICES (THIS METHOD IS ALSO REFERRED TO AS 'TOTAL ANNUAL PRODUCTIVE HOURS' IN THE NEXT COLUMN). THIS NUMBER MUST BE AT LEAST 90% OF THE STANDARD ANNUAL WORKABLE HOURS.</b></p> <p><i>'ANNUAL WORKABLE HOURS' MEANS THE PERIOD DURING WHICH THE PERSONNEL MUST BE WORKING, AT THE EMPLOYER'S DISPOSAL AND CARRYING OUT HIS/HER ACTIVITY OR DUTIES UNDER THE EMPLOYMENT CONTRACT, APPLICABLE COLLECTIVE LABOUR AGREEMENT OR NATIONAL WORKING TIME LEGISLATION.</i></p>	<p><i>If the Beneficiary applied method B.</i></p> <p>26) The calculation of the number of 'annual workable hours', overtime and absences was verifiable based on the documents provided by the Beneficiary.</p> <p><i>If the Beneficiary applied method C.</i></p> <p>27) The calculation of the number of 'standard annual workable hours' was verifiable based on the documents provided by the Beneficiary.</p> <p>28) The 'annual productive hours' used for calculating the hourly rate were consistent with the usual cost accounting practices of the Beneficiary and were equivalent to at least 90 % of the 'annual workable hours'.</p>	
<b>A.3</b>	<p><b>HOURLY PERSONNEL RATES</b></p> <p><u>l) For unit costs calculated in accordance to the Beneficiary's usual cost accounting practice (unit costs):</u></p> <p>If the Beneficiary has a "Certificate on Methodology to calculate unit costs " (CoMUC) approved by the Commission, the Beneficiary provides the Auditor with a description of</p>	<p>29) The Beneficiary applied [choose one option and delete the other]:</p> <p>[Option l: "Unit costs (hourly rates) were calculated in accordance with the</p>	



Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
	<p>the approved methodology and the Commission's letter of acceptance. The Auditor verified that the Beneficiary has indeed used the methodology approved. If so, no further verification is necessary.</p> <p>If the Beneficiary does not have a "Certificate on Methodology" (CoMUC) approved by the Commission, or if the methodology approved was not applied, then the Auditor:</p> <ul style="list-style-type: none"> <li>o reviewed the documentation provided by the Beneficiary, including manuals and internal guidelines that explain how to calculate hourly rates;</li> <li>o recalculated the unit costs (hourly rates) of staff included in the sample following the results of the procedures carried out in A.1 and A.2.</li> </ul> <p><u>II) For individual hourly rates:</u></p> <p>The Auditor:</p> <ul style="list-style-type: none"> <li>o reviewed the documentation provided by the Beneficiary, including manuals and internal guidelines that explain how to calculate hourly rates;</li> <li>o recalculated the hourly rates of staff included in the sample following the results of the procedures carried out in A.1 and A.2.</li> </ul> <p><u>"UNIT COSTS CALCULATED BY THE BENEFICIARY IN ACCORDANCE WITH ITS USUAL COST ACCOUNTING PRACTICES":</u></p> <p>IT IS CALCULATED BY DIVIDING THE TOTAL AMOUNT OF PERSONNEL COSTS OF THE CATEGORY TO WHICH THE EMPLOYEE BELONGS VERIFIED IN LINE WITH PROCEDURE A.1 BY THE NUMBER OF FTE AND THE ANNUAL TOTAL PRODUCTIVE HOURS OF THE SAME CATEGORY CALCULATED BY THE BENEFICIARY IN ACCORDANCE WITH PROCEDURE A.2.</p> <p><u>HOURLY RATE FOR INDIVIDUAL ACTUAL PERSONAL COSTS:</u></p> <p>IT IS CALCULATED BY DIVIDING THE TOTAL AMOUNT OF PERSONNEL COSTS OF AN EMPLOYEE VERIFIED IN LINE WITH PROCEDURE A.1 BY THE NUMBER OF ANNUAL PRODUCTIVE HOURS VERIFIED IN LINE WITH PROCEDURE A.2.</p>	<p>Beneficiary's usual cost accounting practices"]</p> <p>[Option II: Individual hourly rates were applied]</p> <p><i>For option I concerning unit costs and if the Beneficiary applies the methodology approved by the Commission (CoMUC):</i></p> <p>30) The Beneficiary used the Commission-approved methodology to calculate hourly rates. It corresponded to the organisation's usual cost accounting practices and was applied consistently for all activities irrespective of the source of funding.</p> <p><i>For option I concerning unit costs and if the Beneficiary applies a methodology not approved by the Commission:</i></p> <p>31) The unit costs re-calculated by the Auditor were the same as the rates applied by the Beneficiary.</p> <p><i>For option II concerning individual hourly rates:</i></p> <p>32) The individual rates re-</p>	

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
		calculated by the Auditor were the same as the rates applied by the Beneficiary.	
A.4	<p><b>TIME RECORDING SYSTEM</b></p> <p>To verify that the time recording system ensures the fulfilment of all minimum requirements and that the hours declared for the action were correct, accurate and properly authorised and supported by documentation, the Auditor made the following checks for the persons included in the sample that declare time as worked for the action on the basis of time records:</p> <ul style="list-style-type: none"> <li>o description of the time recording system provided by the Beneficiary (registration, authorisation, processing in the HR-system);</li> <li>o its actual implementation;</li> <li>o time records were signed at least monthly by the employees (on paper or electronically) and authorised by the project manager or another manager;</li> <li>o the hours declared were worked within the project period;</li> <li>o there were no hours declared as worked for the action if HR-records showed absence due to holidays or sickness (further cross-checks with travels are carried out in B.1 below) ;</li> <li>o the hours charged to the action matched those in the time recording system.</li> </ul> <p><b>ONLY THE HOURS WORKED ON THE ACTION CAN BE CHARGED. ALL WORKING TIME TO BE CHARGED SHOULD BE RECORDED THROUGHOUT THE DURATION OF THE PROJECT, ADEQUATELY SUPPORTED BY EVIDENCE OF THEIR REALITY AND RELIABILITY (SEE SPECIFIC PROVISIONS BELOW FOR PERSONS WORKING EXCLUSIVELY FOR THE ACTION WITHOUT TIME RECORDS).</b></p>	<p>33) All persons recorded their time dedicated to the action on a <b>daily/ weekly/ monthly</b> basis using a <b>paper/computer-based</b> system. (<i>delete the answers that are not applicable</i>)</p> <p>34) Their time-records were authorised at least monthly by the project manager or other superior.</p> <p>35) Hours declared were worked within the project period and were consistent with the presences/absences recorded in HR-records.</p> <p>36) There were no discrepancies between the number of hours charged to the action and the number of hours recorded.</p>	

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
	<p><u>If the persons are working exclusively for the action and without time records</u>                      For the persons selected that worked exclusively for the action without time records, the Auditor verified evidence available demonstrating that they were in reality exclusively dedicated to the action and that the Beneficiary signed a declaration confirming that they have worked exclusively for the action.</p>	<p>37) The exclusive dedication is supported by a declaration signed by the Beneficiary's and by any other evidence gathered.</p>	
<b>B</b>	<b>COSTS OF SUBCONTRACTING</b>		
<b>B.1</b>	<p><b>The Auditor obtained the detail/breakdown of subcontracting costs and sampled cost items selected randomly (full coverage is required if there are fewer than 10 items, otherwise the sample should have a minimum of 10 items, or 10% of the total, whichever number is highest).</b></p> <p>To confirm standard factual findings 38-42 listed in the next column, the Auditor reviewed the following for the items included in the sample:</p> <ul style="list-style-type: none"> <li>o the use of subcontractors was foreseen in Annex 1;</li> <li>o subcontracting costs were declared in the subcontracting category of the Financial Statement;</li> <li>o supporting documents on the selection and award procedure were followed;</li> <li>o the Beneficiary ensured best value for money (key elements to appreciate the respect of this principle are the award of the subcontract to the bid offering best price-quality ratio, under conditions of transparency and equal treatment. In case an existing framework contract was used the Beneficiary ensured it was established on the basis of the principle of best value for money under conditions of transparency and equal treatment).</li> </ul> <p>In particular,</p> <ul style="list-style-type: none"> <li>i. if the Beneficiary acted as a contracting authority within the meaning of Directive</li> </ul>	<p>38) The use of claimed subcontracting costs was foreseen in Annex 1 and costs were declared in the Financial Statements under the subcontracting category.</p> <p>39) There were documents of requests to different providers, different offers and assessment of the offers before selection of the provider in line with internal procedures and procurement rules. Subcontracts were awarded in accordance with the principle of best value for money.  <i>(When different offers were not collected the Auditor explains the reasons provided by the Beneficiary under the caption "Exceptions" of the Report.</i></p>	

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
	<p>2004/18/EC or of Directive 2004/17/EC, the Auditor verified that the applicable national law on public procurement was followed and that the subcontracting complied with the Terms and Conditions of the Agreement.</p> <p>ii. if the Beneficiary did not fall under the above-mentioned category the Auditor verified that the Beneficiary followed their usual procurement rules and respected the Terms and Conditions of the Agreement..</p> <p>For the items included in the sample the Auditor also verified that:</p> <ul style="list-style-type: none"> <li>o the subcontracts were not awarded to other Beneficiaries in the consortium;</li> <li>o there were signed agreements between the Beneficiary and the subcontractor;</li> <li>o there was evidence that the services were provided by subcontractor;</li> </ul>	<p><i>EURAMET will analyse this information to evaluate whether these costs might be accepted as eligible)</i></p> <p>40) The subcontracts were not awarded to other Beneficiaries of the consortium.</p> <p>41) All subcontracts were supported by signed agreements between the Beneficiary and the subcontractor.</p> <p>42) There was evidence that the services were provided by the subcontractors.</p>	
<b>C</b>	<b>COSTS OF PROVIDING FINANCIAL SUPPORT TO THIRD PARTIES</b>		
C.1	<p><b>The Auditor obtained the detail/breakdown of the costs of providing financial support to third parties and sampled [REDACTED] cost items selected randomly (full coverage is required if there are fewer than 10 items, otherwise the sample should have a minimum of 10 item, or 10% of the total, whichever number is highest).</b></p> <p>The Auditor verified that the following minimum conditions were met:</p> <p>a) the maximum amount of financial support for each third party did not exceed EUR 60 000, unless explicitly mentioned in Annex 1;</p> <p>b) the financial support to third parties was agreed in Annex 1 of the Agreement and</p>	<p>43) All minimum conditions were met</p>	

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
	the other provisions on financial support to third parties included in Annex 1 were respected.		
<b>D</b>	<b>OTHER ACTUAL DIRECT COSTS</b>		
<b>D.1</b>	<p><b>COSTS OF TRAVEL AND RELATED SUBSISTENCE ALLOWANCES</b></p> <p><b>The Auditor sampled [redacted] cost items selected randomly (full coverage is required if there are fewer than 10 items, otherwise the sample should have a minimum of 10 items, or 10% of the total, whichever number is the highest).</b></p> <p>The Auditor inspected the sample and verified that:</p> <ul style="list-style-type: none"> <li>o travel and subsistence costs were consistent with the Beneficiary's usual policy for travel. In this context, the Beneficiary provided evidence of its normal policy for travel costs (e.g. use of first class tickets, reimbursement by the Beneficiary on the basis of actual costs, a lump sum or per diem) to enable the Auditor to compare the travel costs charged with this policy;</li> <li>o travel costs are correctly identified and allocated to the action (e.g. trips are directly linked to the action) by reviewing relevant supporting documents such as minutes of meetings, workshops or conferences, their registration in the correct project account, their consistency with time records or with the dates/duration of the workshop/conference;</li> <li>o no ineligible costs or excessive or reckless expenditure was declared.</li> </ul>	<p>44) Costs were incurred, approved and reimbursed in line with the Beneficiary's usual policy for travels.</p> <p>45) There was a link between the trip and the action.</p> <p>46) The supporting documents were consistent with each other regarding subject of the trip, dates, duration and reconciled with time records and accounting.</p> <p>47) No ineligible costs or excessive or reckless expenditure was declared.</p>	
<b>D.2</b>	<p><b>DEPRECIATION COSTS FOR EQUIPMENT, INFRASTRUCTURE OR OTHER ASSETS</b></p> <p><b>The Auditor sampled [redacted] cost items selected randomly (full coverage is required if there are fewer than 10 items, otherwise the sample should have a minimum of 10 items, or 10% of the total, whichever number is the highest).</b></p> <p>For "equipment, infrastructure or other assets" [from now on called "asset(s)"] selected in</p>	<p>48) Procurement rules, principles and guides were followed.</p> <p>49) There was a link between the grant agreement and the asset charged to the action.</p>	

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
	<p>the sample the Auditor verified that:</p> <ul style="list-style-type: none"> <li>o the assets were acquired in conformity with the Beneficiary's internal guidelines and procedures;</li> <li>o they were correctly allocated to the action (with supporting documents such as delivery note invoice or any other proof demonstrating the link to the action)</li> <li>o they were entered in the accounting system;</li> <li>o the extent to which the assets were used for the action (as a percentage) was supported by reliable documentation (e.g. usage overview table);</li> </ul> <p>The Auditor recalculated the depreciation costs and verified that they were in line with the applicable rules in the Beneficiary's country and with the Beneficiary's usual accounting policy (e.g. depreciation calculated on the acquisition value).</p> <p>The Auditor verified that no ineligible costs such as deductible VAT, exchange rate losses, excessive or reckless expenditure were declared (see Article 6.5 GA).</p>	<p>50) The asset charged to the action was traceable to the accounting records and the underlying documents.</p> <p>51) The depreciation method used to charge the asset to the action was in line with the applicable rules of the Beneficiary's country and the Beneficiary's usual accounting policy.</p> <p>52) The amount charged corresponded to the actual usage for the action.</p> <p>53) No ineligible costs or excessive or reckless expenditure were declared.</p>	
<b>D.3</b>	<p><b>COSTS OF OTHER GOODS AND SERVICES</b></p> <p><b>The Auditor sampled [REDACTED] cost items selected randomly (full coverage is required if there are fewer than 10 items, otherwise the sample should have a minimum of 10 items, or 10% of the total, whichever number is highest).</b></p> <p>For the purchase of goods, works or services included in the sample the Auditor verified that:</p> <ul style="list-style-type: none"> <li>o the contracts did not cover tasks described in Annex 1;</li> </ul>	<p>54) Contracts for works or services did not cover tasks described in Annex 1.</p> <p>55) Costs were allocated to the correct action and the goods were not placed in the inventory of durable equipment.</p>	

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
	<ul style="list-style-type: none"> <li>○ they were correctly identified, allocated to the proper action, entered in the accounting system (traceable to underlying documents such as purchase orders, invoices and accounting);</li> <li>○ the goods were not placed in the inventory of durable equipment;</li> <li>○ the costs charged to the action were accounted in line with the Beneficiary's usual accounting practices;</li> <li>○ no ineligible costs or excessive or reckless expenditure were declared (see Article 6 GA).</li> </ul> <p>In addition, the Auditor verified that these goods and services were acquired in conformity with the Beneficiary's internal guidelines and procedures, in particular:</p> <ul style="list-style-type: none"> <li>○ if Beneficiary acted as a contracting authority within the meaning of Directive 2004/18/EC or of Directive 2004/17/EC, the Auditor verified that the applicable national law on public procurement was followed and that the procurement contract complied with the Terms and Conditions of the Agreement.</li> <li>○ if the Beneficiary did not fall into the category above, the Auditor verified that the Beneficiary followed their usual procurement rules and respected the Terms and Conditions of the Agreement.</li> <li>○</li> </ul> <p>For the items included in the sample the Auditor also verified that:</p> <ul style="list-style-type: none"> <li>○ the Beneficiary ensured best value for money (key elements to appreciate the respect of this principle are the award of the contract to the bid offering best price-quality ratio, under conditions of transparency and equal treatment. In case an existing framework contract was used the Auditor also verified that the Beneficiary ensured it was established on the basis of the principle of best value for money under conditions of transparency and equal treatment);</li> </ul>	<p>56) The costs were charged in line with the Beneficiary's accounting policy and were adequately supported.</p> <p>57) No ineligible costs or excessive or reckless expenditure were declared. For internal invoices/charges only the cost element was charged, without any mark-ups.</p> <p>58) Procurement rules, principles and guides were followed. There were documents of requests to different providers, different offers and assessment of the offers before selection of the provider in line with internal procedures and procurement rules. The purchases were made in accordance with the principle of best value for money.</p> <p><i>(When different offers were not collected the Auditor explains the reasons provided by the Beneficiary under the caption "Exceptions" of the Report. EURAMET will analyse this information to evaluate whether</i></p>	

Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
	<p>SUCH GOODS AND SERVICES INCLUDE, FOR INSTANCE, CONSUMABLES AND SUPPLIES, DISSEMINATION (INCLUDING OPEN ACCESS), PROTECTION OF RESULTS, SPECIFIC EVALUATION OF THE ACTION IF IT IS REQUIRED BY THE AGREEMENT, CERTIFICATES ON THE FINANCIAL STATEMENTS IF THEY ARE REQUIRED BY THE AGREEMENT AND CERTIFICATES ON THE METHODOLOGY, TRANSLATIONS, REPRODUCTION.</p>	<p>these costs <i>might be accepted as eligible</i>)</p>	
<p><b>D.4</b></p>	<p><b>AGGREGATED CAPITALISED AND OPERATING COSTS OF RESEARCH INFRASTRUCTURE</b></p> <p>The Auditor ensured the existence of a positive ex-ante assessment (issued by the EC Services) of the cost accounting methodology of the Beneficiary allowing it to apply the guidelines on direct costing for large research infrastructures in Horizon 2020.</p> <p><b>In the cases that a positive ex-ante assessment has been issued</b> (see the standard factual findings 59-60 on the next column), The Auditor ensured that the beneficiary has applied consistently the methodology that is explained and approved in the positive ex ante assessment;</p> <p><b>In the cases that a positive ex-ante assessment has NOT been issued</b> (see the standard factual findings 61 on the next column), The Auditor verified that no costs of Large Research Infrastructure have been charged as direct costs in any costs category;</p> <p><b>In the cases that a draft ex-ante assessment report has been issued with recommendation for further changes</b> (see the standard factual findings 61 on the next column),</p> <ul style="list-style-type: none"> <li>The Auditor followed the same procedure as above (when a positive ex-ante assessment has NOT yet been issued) and paid particular attention (testing reinforced) to the cost items for which the draft ex-ante assessment either rejected the inclusion as direct costs for Large Research Infrastructures or issued recommendations.</li> </ul>	<p>59) The costs declared as direct costs for Large Research Infrastructures (in the appropriate line of the Financial Statement) comply with the methodology described in the positive ex-ante assessment report.</p> <p>60) Any difference between the methodology applied and the one positively assessed was extensively described and adjusted accordingly.</p> <p>61) The direct costs declared were free from any indirect costs items related to the Large Research Infrastructure.</p>	



Ref	Procedures	Standard factual finding	Result (C / E / N.A.)
<b>E</b>	<b>USE OF EXCHANGE RATES</b>		
E.1	<p>a) For Beneficiaries with accounts established in a currency other than euros</p> <p><b>The Auditor sampled [REDACTED] cost items selected randomly and verified that the exchange rates used for converting other currencies into euros were in accordance with the following rules established in the Agreement ( full coverage is required if there are fewer than 10 items, otherwise the sample should have a minimum of 10 item, or 10% of the total, whichever number is highest):</b></p> <p><b>COSTS INCURRED IN ANOTHER CURRENCY SHALL BE CONVERTED INTO EURO AT THE AVERAGE OF THE DAILY EXCHANGE RATES PUBLISHED IN THE C SERIES OF OFFICIAL JOURNAL OF THE EUROPEAN UNION (<a href="https://www.ecb.int/stats/exchange/eurofxref/html/index.en.html">https://www.ecb.int/stats/exchange/eurofxref/html/index.en.html</a>), DETERMINED OVER THE CORRESPONDING REPORTING PERIOD.</b></p> <p><b>IF NO DAILY EURO EXCHANGE RATE IS PUBLISHED IN THE OFFICIAL JOURNAL OF THE EUROPEAN UNION FOR THE CURRENCY IN QUESTION, CONVERSION SHALL BE MADE AT THE AVERAGE OF THE MONTHLY ACCOUNTING RATES ESTABLISHED BY THE COMMISSION AND PUBLISHED ON ITS WEBSITE (<a href="http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm">http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm</a>), DETERMINED OVER THE CORRESPONDING REPORTING PERIOD.</b></p> <p>b) For Beneficiaries with accounts established in euros</p> <p><b>The Auditor sampled [REDACTED] cost items selected randomly and verified that the exchange rates used for converting other currencies into euros were in accordance with the following rules established in the Agreement ( full coverage is required if there are fewer than 10 items, otherwise the sample should have a minimum of 10 item, or 10% of the total, whichever number is highest):</b></p> <p><b>COSTS INCURRED IN ANOTHER CURRENCY SHALL BE CONVERTED INTO EURO BY APPLYING THE BENEFICIARY'S USUAL ACCOUNTING PRACTICES.</b></p>	<p>62) The exchange rates used to convert other currencies into Euros were in accordance with the rules established of the Grant Agreement and there was no difference in the final figures.</p> <p>63) The Beneficiary applied its usual accounting practices.</p>	

**[legal name of the audit firm]**

**[name and function of an authorised representative]**

**[dd Month yyyy]**

**<Signature of the Auditor>**

## **ANNEX 6**

### **MODEL FOR THE CERTIFICATE ON THE METHODOLOGY**

***Note:***

*A word template for this document will be found at the following link on the EMPIR Participant Portal: <http://msu.euramet.org/downloads/>*

**Terms of reference for an audit engagement for a methodology certificate in connection with one or more grant agreements financed from the EMPIR programme co-financed by the Participating States and from the European Union's Horizon 2020 Research and Innovation Framework Programme**

This document sets out the 'Terms of Reference (ToR)' under which

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

agrees to engage

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

to produce an independent report of factual findings ('the Report') concerning the *[Beneficiary's]* *[Linked Third Party's]* usual accounting practices for calculating and claiming direct personnel costs declared as unit costs ('the Methodology') in connection with grant agreements financed from EMPIR programme co-financed by the Participating States and from the European Union's Horizon 2020 Research and Innovation Framework Programme.

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

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

The Agreement(s) has(have) been concluded between the Beneficiary and EURAMET, EURAMET is mentioned as a signatory of the Agreement with the Beneficiary only. EURAMET or the European Union is not a party to this engagement.

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

According to Article 18.1.2 of the Agreement, beneficiaries *[and linked third parties]* that declare direct personnel costs as unit costs calculated in accordance with their usual cost accounting practices may submit to EURAMET, for approval by the Commission, a certificate on the methodology ('CoMUC') stating that there are adequate records and documentation to prove that their cost accounting practices used comply with the conditions set out in Point A of Article 6.2.

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

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

The information provided through the Statements, the Procedures and the Findings will enable the Commission to draw conclusions regarding the existence of the *[Beneficiary's]* *[Linked Third Party's]* usual cost accounting practice and its suitability to ensure that direct

personnel costs claimed on that basis comply with the provisions of the Agreement. The Commission draws its own conclusions from the Report and any additional information it may require.

## 1.2 Responsibilities

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

The *[Beneficiary]* *[Linked Third Party]*:

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

The Auditor:

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

The Auditor:

- must be independent from the Beneficiary *[and the Linked Third Party]*, in particular, it must not have been involved in preparing the Beneficiary's *[and Linked Third Party's]* Financial Statement(s);
- must plan work so that the Procedures may be carried out and the Findings may be assessed;
- must adhere to the Procedures laid down and the compulsory report format;
- must carry out the engagement in accordance with these ToR;
- must document matters which are important to support the Report;
- must base its Report on the evidence gathered;
- must submit the Report to the *[Beneficiary]* *[Linked Third Party]*.

The Commission sets out the Procedures to be carried out and the Findings to be endorsed by the Auditor. The Auditor is not responsible for their suitability or pertinence. As this

engagement is not an assurance engagement the Auditor does not provide an audit opinion or a statement of assurance.

### 1.3 Applicable Standards

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

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

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

### 1.4 Reporting

The Report must be written in the language of the Agreement (see Article 20.7 of the Agreement).

Under Article 22 of the Agreement, EURAMET, the Commission, the European Anti-Fraud Office and the Court of Auditors have the right to audit any work that is carried out under the action and for which costs are claimed from the EMPIR programme budget. This includes work related to this engagement. The Auditor must provide access to all working papers related to this assignment if EURAMET, the Commission, the European Anti-Fraud Office or the European Court of Auditors requests them.

### 1.5 Timing

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

### 1.6 Other Terms

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

[legal name of the Auditor]

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

[name & title of authorised representative]

[name & title of authorised representative]

[dd Month yyyy]

[dd Month yyyy]

(Signature of the Auditor)

(Signature of the [Beneficiary] [Linked Third Party])

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

**Independent report of factual findings on the methodology concerning grant agreements financed from the EMPIR programme co-financed by the Participating States and from the European Union's Horizon 2020 Research and Innovation Framework Programme**

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

To

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

Dear [Name of contact person(s)],

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

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

we [ name of the auditor] ('the Auditor'), established at [full address/ city/ state/ province/ country], represented by [name and function of an authorised representative],

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

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

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

### **The Report**

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

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

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

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<sup>2</sup> Financial Statement in this context refers solely to Annex 4 of the Agreement by which the Beneficiary declares costs under the Agreement.

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

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

### **Exceptions**

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

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

.....

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

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

### **Remarks**

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

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

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

### **Annexes**

Please provide the following documents to the auditor and annex them to the report when submitting this CoMUC to EURAMET for approval by the Commission:

1. Brief description of the methodology for calculating personnel costs, productive hours and hourly rates;
2. Brief description of the time recording system in place;
3. An example of the time records used by the [Beneficiary] [Linked Third Party];
4. Description of any budgeted or estimated elements applied together with an explanation as to why they are relevant for calculating the personnel costs, and how they are based on objective and verifiable information;



5. A summary sheet with the hourly rate for direct personnel declared by the [Beneficiary] [Linked Third Party] and recalculated by the Auditor for each staff member included in the sample (the names do not need to be reported);
6. A comparative table summarising for each person selected in the sample a) the time claimed by the [Beneficiary] [Linked Third Party] in the Financial Statement(s) and b) the time according to the time record verified by the Auditor;
7. A copy of the letter of representation provided to the Auditor.

### **Use of this Report**

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

The Report:

- is confidential and is intended to be submitted by the [Beneficiary] [Linked Third Party] in connection with Article 18.1.2 of the Agreement to EURAMET for approval by the Commission;
- may not be used by the [Beneficiary] [Linked Third Party], by EURAMET or by the Commission for any other purpose, nor distributed to any other parties;
- may be disclosed by EURAMET or by the Commission only to authorised parties, in particular the European Anti-Fraud Office (OLAF) and the European Court of Auditors.
- relates only to the usual cost accounting practices specified above and does not constitute a report on the Financial Statements of the [Beneficiary] [Linked Third Party].

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

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

Yours sincerely

[legal name of the Auditor]

[name and title of the authorised representative]

[dd Month yyyy]

(Signature of the Auditor)

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

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

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

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

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

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

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

<b>Please explain any discrepancies in the body of the Report.</b>	
<b>Statements to be made by Beneficiary</b>	<b>Procedures to be carried out and Findings to be confirmed by the Auditor</b>
<p>XI. Personnel costs were not declared under another EU or Euratom grant (including other grants awarded by EURAMET, a Member State and financed by the EU budget and grants awarded by other bodies for the purpose of implementing the EU budget).</p> <p><u>If additional remuneration as referred to in the grant agreement(s) is paid</u></p> <p>XII. The Beneficiary is a non-profit legal entity;</p> <p>XIII. The additional remuneration is part of the beneficiary's usual remuneration practices and paid consistently whenever the relevant work or expertise is required;</p> <p>XIV. The criteria used to calculate the additional remuneration are objective and generally applied regardless of the source of funding;</p> <p>XV. The additional remuneration included in the personnel costs used to calculate the hourly rates for the grant agreement(s) is capped at EUR 8 000 per full-time equivalent (reduced proportionately if the employee is not assigned exclusively to the action).</p> <p><b>[If certain statement(s) of section "C. Personnel costs" cannot be endorsed by the Beneficiary they should be listed here below and reported as exception by the Auditor in the main Report of Factual Findings:</b></p> <p>- ...]</p>	<p>personnel costs recorded in the statutory accounts and the payroll system.</p> <ul style="list-style-type: none"> <li>✓ to the extent that actual personnel costs were adjusted on the basis of budgeted or estimated elements, the Auditor carefully examined those elements and checked the information source to confirm that they correspond to objective and verifiable information;</li> <li>✓ if additional remuneration has been claimed, the Auditor verified that the Beneficiary was a non-profit legal entity, that the amount was capped at EUR 8 000 per full-time equivalent and that it was reduced proportionately for employees not assigned exclusively to the action(s).</li> <li>✓ the Auditor recalculated the personnel costs for the employees in the sample.</li> </ul> <p><b>Factual finding:</b></p> <ol style="list-style-type: none"> <li>4. All the components of the remuneration that have been claimed as personnel costs are supported by underlying documentation.</li> <li>5. The employees in the sample were employed directly by the Beneficiary in accordance with applicable national law and were working under its sole supervision and responsibility.</li> <li>6. Their employment contracts were in line with the Beneficiary's usual policy;</li> <li>7. Personnel costs were duly documented and consisted solely of salaries, social security contributions (pension contributions, health insurance, unemployment fund contributions, etc.), taxes and other statutory costs included in the remuneration (holiday pay, thirteenth month's pay, etc.);</li> <li>8. The totals used to calculate the personnel unit costs are consistent with those registered in the payroll and accounting records;</li> <li>9. To the extent that actual personnel costs were adjusted on the basis of budgeted or estimated elements, those elements were relevant for calculating the personnel costs and correspond to objective and verifiable information. The budgeted or estimated elements used</li> </ol>

<b>Please explain any discrepancies in the body of the Report.</b>	
<b>Statements to be made by Beneficiary</b>	<b>Procedures to be carried out and Findings to be confirmed by the Auditor</b>
	<p>are: — (indicate the elements and their values).</p> <p>10. Personnel costs contained no ineligible elements;</p> <p>11. Specific conditions for eligibility were fulfilled when additional remuneration was paid: a) the Beneficiary is registered in the grant agreements as a non-profit legal entity; b) it was paid according to objective criteria generally applied regardless of the source of funding used and c) remuneration was capped at EUR 8 000 per full-time equivalent (or up to up to the equivalent pro-rata amount if the person did not work on the action full-time during the year or did not work exclusively on the action).</p>
<p><b>D. Productive hours</b></p> <p>XVI. The number of productive hours per full-time employee applied is <i>[delete as appropriate]</i>:</p> <p>A. 1720 productive hours per year for a person working full-time (corresponding pro-rata for persons not working full time).</p> <p>B. the total number of hours worked in the year by a person for the Beneficiary</p> <p>C. the standard number of annual hours generally applied by the beneficiary for its personnel in accordance with its usual cost accounting practices. This number must be at least 90% of the standard annual workable hours.</p> <p><u>If method B is applied</u></p> <p>XVII. The calculation of the total number of hours worked was done as follows: annual workable hours of the person according to the employment contract, applicable labour agreement or national law plus overtime worked minus absences (such as sick leave and special leave).</p> <p>XVIII. 'Annual workable hours' are hours during which the personnel must be working, at the employer's disposal and carrying out his/her activity or duties under the employment contract, applicable</p>	<p><b>Procedure (same sample basis as for Section C: Personnel costs):</b></p> <ul style="list-style-type: none"> <li>✓ The Auditor verified that the number of productive hours applied is in accordance with method A, B or C.</li> <li>✓ The Auditor checked that the number of productive hours per full-time employee is correct and that it is reduced proportionately for employees not exclusively assigned to the action(s).</li> <li>✓ If method B is applied the Auditor verified i) the manner in which the total number of hours worked was done and ii) that the contract specified the annual workable hours by inspecting all the relevant documents, national legislation, labour agreements and contracts.</li> <li>✓ If method C is applied the Auditor reviewed the manner in which the standard number of working hours per year has been calculated by inspecting all the relevant documents, national legislation, labour agreements and contracts and verified that the number of productive hours per year used for these calculations was at least 90 % of the standard number of working hours per year.</li> </ul> <p><b>Factual finding:</b></p> <p><u>General</u></p> <p>12. The Beneficiary applied a number of productive hours consistent with method A, B or C detailed in the left-hand column.</p> <p>13. The number of productive hours per year per full-time employee was</p>

<b>Please explain any discrepancies in the body of the Report.</b>	
<b>Statements to be made by Beneficiary</b>	<b>Procedures to be carried out and Findings to be confirmed by the Auditor</b>
<p>collective labour agreement or national working time legislation.</p> <p>XIX. The contract (applicable collective labour agreement or national working time legislation) do specify the working time enabling to calculate the annual workable hours.</p> <p><u>If method C is applied</u></p> <p>XX. The standard number of productive hours per year is that of a full-time equivalent; for employees not assigned exclusively to the action(s) this number is reduced proportionately.</p> <p>XXI. The number of productive hours per year on which the hourly rate is based i) corresponds to the Beneficiary's usual accounting practices; ii) is at least 90% of the standard number of workable (working) hours per year.</p> <p>XXII. Standard workable (working) hours are hours during which personnel are at the Beneficiary's disposal performing the duties described in the relevant employment contract, collective labour agreement or national labour legislation. The number of standard annual workable (working) hours that the Beneficiary claims is supported by labour contracts, national legislation and other documentary evidence.</p> <p><i>[If certain statement(s) of section "D. Productive hours" cannot be endorsed by the Beneficiary they should be listed here below and reported as exception by the Auditor:</i> - ...]</p>	<p>accurate and was proportionately reduced for employees not working full-time or exclusively for the action.</p> <p><u>If method B is applied</u></p> <p>14. The number of 'annual workable hours', overtime and absences was verifiable based on the documents provided by the Beneficiary and the calculation of the total number of hours worked was accurate.</p> <p>15. The contract specified the working time enabling to calculate the annual workable hours.</p> <p><u>If method C is applied</u></p> <p>16. The calculation of the number of productive hours per year corresponded to the usual costs accounting practice of the Beneficiary.</p> <p>17. The calculation of the standard number of workable (working) hours per year was corroborated by the documents presented by the Beneficiary.</p> <p>18. The number of productive hours per year used for the calculation of the hourly rate was at least 90% of the number of workable (working) hours per year.</p>
<p><b>E. Hourly rates</b></p> <p>The hourly rates are correct because:</p> <p>XXIII. Hourly rates are correctly calculated since they result from dividing annual personnel costs by the productive hours of a given year and group (e.g. staff category or department or cost centre depending on the methodology applied) and they are in line with the statements made in section C. and D. above.</p>	<p><b>Procedure</b></p> <ul style="list-style-type: none"> <li>✓ The Auditor has obtained a list of all personnel rates calculated by the Beneficiary in accordance with the methodology used.</li> <li>✓ The Auditor has obtained a list of all the relevant employees, based on which the personnel rate(s) are calculated.</li> </ul> <p>For 10 full-time equivalent employees selected at random (same sample basis as Section C: Personnel costs):</p> <ul style="list-style-type: none"> <li>✓ The Auditor recalculated the hourly rates.</li> <li>✓ The Auditor verified that the methodology applied corresponds to the</li> </ul>

<b>Please explain any discrepancies in the body of the Report.</b>	
<b>Statements to be made by Beneficiary</b>	<b>Procedures to be carried out and Findings to be confirmed by the Auditor</b>
<p><i>[If the statement of section 'E. Hourly rates' cannot be endorsed by the Beneficiary they should be listed here below and reported as exception by the Auditor: - ...]</i></p>	<p>usual accounting practices of the organisation and is applied consistently for all activities of the organisation on the basis of objective criteria irrespective of the source of funding.</p> <p><b>Factual finding:</b></p> <p>19. No differences arose from the recalculation of the hourly rate for the employees included in the sample.</p>
<p><b>F. Time recording</b></p> <p>XXIV. Time recording is in place for all persons with no exclusive dedication to one EMPIR or Horizon 2020 action. At least all hours worked in connection with the grant agreement(s) are registered on a <b>daily/weekly/monthly</b> basis <i>[delete as appropriate]</i> using a <b>paper/computer-based system</b> <i>[delete as appropriate]</i>;</p> <p>XXV. For persons exclusively assigned to one EMPIR or Horizon 2020 activity the Beneficiary has either signed a declaration to that effect or has put arrangements in place to record their working time;</p> <p>XXVI. Records of time worked have been signed by the person concerned (on paper or electronically) and approved by the action manager or line manager at least monthly;</p> <p>XXVII. Measures are in place to prevent staff from:</p> <ol style="list-style-type: none"> <li>i. recording the same hours twice,</li> <li>ii. recording working hours during absence periods (e.g. holidays, sick leave),</li> <li>iii. recording more than the number of productive hours per year used to calculate the hourly rates, and</li> <li>iv. recording hours worked outside the action period.</li> </ol> <p>XXVIII. No working time was recorded outside the action period;</p> <p>XXIX. No more hours were claimed than the productive hours used to calculate the hourly personnel rates.</p>	<p><b>Procedure</b></p> <ul style="list-style-type: none"> <li>✓ The Auditor reviewed the brief description, all relevant manuals and/or internal guidance describing the methodology used to record time.</li> </ul> <p>The Auditor reviewed the time records of the random sample of 10 full-time equivalents referred to under Section C: Personnel costs, and verified in particular:</p> <ul style="list-style-type: none"> <li>✓ that time records were available for all persons with not exclusive assignment to the action;</li> <li>✓ that time records were available for persons working exclusively for an EMPIR or Horizon 2020 action, or, alternatively, that a declaration signed by the Beneficiary was available for them certifying that they were working exclusively for an EMPIR or Horizon 2020 action;</li> <li>✓ that time records were signed and approved in due time and that all minimum requirements were fulfilled;</li> <li>✓ that the persons worked for the action in the periods claimed;</li> <li>✓ that no more hours were claimed than the productive hours used to calculate the hourly personnel rates;</li> <li>✓ that internal controls were in place to prevent that time is recorded twice, during absences for holidays or sick leave; that more hours are claimed per person per year for EMPIR or Horizon 2020 actions</li> </ul>

<b>Please explain any discrepancies in the body of the Report.</b>	
<b>Statements to be made by Beneficiary</b>	<b>Procedures to be carried out and Findings to be confirmed by the Auditor</b>
<p><i>[Please provide a brief description of the <u>time recording system</u> in place together with the measures applied to ensure its reliability to the Auditor and annex it to the present certificate<sup>4</sup>].</i></p> <p><b>[If certain statement(s) of section "F. Time recording" cannot be endorsed by the Beneficiary they should be listed here below and reported as exception by the Auditor;</b></p> <p><b>- ...]</b></p>	<p>than the number of productive hours per year used to calculate the hourly rates; that working time is recorded outside the action period;</p> <p>✓ the Auditor cross-checked the information with human-resources records to verify consistency and to ensure that the internal controls have been effective. In addition, the Auditor has verified that no more hours were charged to EMPIR or Horizon 2020 actions per person per year than the number of productive hours per year used to calculate the hourly rates, and verified that no time worked outside the action period was charged to the action.</p> <p><b>Factual finding:</b></p> <p>20. The brief description, manuals and/or internal guidance on time recording provided by the Beneficiary were consistent with management reports/records and other documents reviewed and were generally applied by the Beneficiary to produce the financial statements.</p> <p>21. For the random sample time was recorded or, in the case of employees working exclusively for the action, either a signed declaration or time records were available;</p> <p>22. For the random sample the time records were signed by the employee and the action manager/line manager at least monthly..</p> <p>23. Working time claimed for the action occurred in the periods claimed;</p> <p>24. No more hours were claimed than the number productive hours used to calculate the hourly personnel rates;</p> <p>25. There is proof that the Beneficiary has checked that working time has not been claimed twice, that it is consistent with absence records and the number of productive hours per year, and that no</p>

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



<b><i>Please explain any discrepancies in the body of the Report.</i></b>	
<b>Statements to be made by Beneficiary</b>	<b>Procedures to be carried out and Findings to be confirmed by the Auditor</b>
	working time has been claimed outside the action period. 26. Working time claimed is consistent with that on record at the human-resources department.

***[official name of the [Beneficiary] [Linked Third Party]]***

***[name and title of authorised representative]***

***[dd Month yyyy]***

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

***[official name of the Auditor]***

***[name and title of authorised representative]***

***[dd Month yyyy]***

***<Signature of the Auditor>***

## **ANNEX 7**

### **MODEL FOR THE TECHNICAL REPORTS**

Note:

*Word and Excel templates for each of the following documents will be found at the following link on the EMPIR Participant Portal:*

<http://msu.euramet.org/downloads/>

# PERIODIC TECHNICAL REPORT

Grant Agreement number

Project short name

Project full title

Version numbers of latest  
Annex 1 and Annex 2 against  
which the assessment will be  
made

Annex 1: V#

Annex 2: V#

Periodic Technical Report

1<sup>st</sup>  2<sup>nd</sup>

Period covered (dates)

From

To

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## 1 Publishable Summary

This must be of suitable quality to enable **direct publication** by EURAMET. It should be easy to read i.e. written in a language that is easily understandable by a broader public, thereby promoting the dissemination and supporting the exploitation of EMPIR funded results. It should preferably not exceed four pages and must not contain any confidential data.

The publishable summary must be drafted as "stand-alone" text. References can be made only to publicly available information.

The publishable summary must cover all of the elements below:

- An **overview** of the purpose of the action.
- An explanation of why the project **needs** to be undertaken.
- A summary description of the **objectives**.
- **Progress beyond the state of the art**.
- A description of the **results / activities** achieved so far.
- Expected potential **impact** (including the socio-economic impact and the wider societal implications).
- The address (URL) of the project's public website.

For each periodic report, a separate publishable summary must be prepared by updating the previous publishable summary.

Diagrams or photographs illustrating and promoting the work can be included in the publishable summary.

## 2 Technical Report

The technical report must contain the following elements:

- a) **Summary** of progress and achievements.

- b) **Overview of progress towards the objectives of the project** in line with the structure of the Annex 1 to the Grant Agreement **including a table of objectives and related deliverables with a commentary on status and progress** and a summary of exploitable results and an explanation about how they can/will be exploited<sup>1</sup>.
- c) **Explanation of the work carried out** during the reporting period in line with the Annex 1 to the Grant Agreement in the form of a table of tasks / activities with a commentary.
- d) **Deviations from Annex 1 (tasks not fully implemented), the consequences and proposed corrective actions.**
- e) **Ethical Issues** (if applicable).
- f) **Use of resources and financial spend** containing an **explanation of the use of resources** (the information on personnel costs, on subcontracting and in-kind contributions provided by third parties from each beneficiary on other direct costs<sup>2</sup>) for the reporting period concerned. It will also include information on **unforeseen subcontracting**<sup>3</sup> (tasks performed by the subcontractor, explanation of the circumstances which caused the need for a subcontract, confirmation that the subcontractor has been selected ensuring the best value for money, or, if appropriate, the lowest price and avoiding conflict of interests) and **unforeseen use of in kind contribution from a third party against payment or free of charges**<sup>4</sup> (identity of the third party, the resources made available by the third party respectively against payment or free of charges, explanation of the circumstances which caused the need for using these resources for carrying out the work).

### 3 Output and Impact Report

This will include tables of:

- 1) Standards & Regulatory Activities.
- 2) Publications.
- 3) Conference Presentations & Posters.
- 4) Training Provided.
- 5) Other Dissemination.
- 6) Follow-On Collaborations.
- 7) End User Uptake & Exploitation (Innovation).
- 8) Collaborators & Stakeholders.
- 9) Applications For Patents, Trademarks, Registered Designs.
- 10) Exploitable Foreground, etc.
- 11) Future Events.

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<sup>1</sup> Recital 33 of the Rules for participation Regulation (EU) no 1290/2013: "Rules governing the exploitation and dissemination of results should be laid down to ensure that participants protect, exploit and disseminate those results as appropriate, and to provide for the possibility of additional exploitation conditions in the European strategic interest. Participants that have received Union funding, and that plan to exploit the results generated with such funding primarily in third countries not associated with Horizon 2020, should indicate how the Union funding will benefit Europe's overall competitiveness (reciprocity principle), as set out in the grant agreement."

<sup>2</sup> If other direct costs are reported and not foreseen in Annex 1, the beneficiary must provide: cost/amount per item, description of the item, nature of item, work package, relevance/explanation for the action

<sup>3</sup> Exceptionally, EURAMET may approve costs related to subcontractors not included in Annexes 1 and 2 without formally amending the Grant Agreement, under the conditions set out in article 13.1 of the Grant Agreement, if the circumstances are explained and justified by the beneficiary in this section. The approval is at the discretion of EURAMET.

<sup>4</sup> Exceptionally, EURAMET may approve costs related to subcontractors not included in Annexes 1 and 2 without formally amending the grant agreement, if the circumstances are explained and justified by the beneficiary in this section. The approval is at the discretion of EURAMET.

## **4 Horizon 2020 Questionnaire**

The “**questionnaire**” to be completed will cover issues related to the action implementation and the economic and societal impact, notably in the context of key performance indicators and monitoring requirements of Horizon 2020 and EMPIR Programmes that are not included in the Output and Impact report e.g. Impact on SMEs, and gender of R&D participants involved in the project.

These documents are to be submitted using the forms provided at the EMPIR Participants Portal – <http://msu.euramet.org>.