



EUROPEAN COMMISSION
Eurostat
Sectoral and regional statistics
Agriculture and fisheries



GRANT AGREEMENT

NUMBER — 101036501 — 2020-CZ-AGRI

This **Agreement** ('the Agreement') is **between** the following parties:

on the one part,

the **European Union** ('the EU'), represented by the European Commission ('the Commission'), represented for the purposes of signature of this Agreement by Viveka PALM, Director, Eurostat, Sectoral and regional statistics,

and

on the other part,

'the beneficiary':

CESKY STATISTICKY URAD (CZSO), established in NA PADESATEM 81, PRAHA 10 10082, Czech Republic, represented for the purposes of signing the Agreement by Director of Business Statistics Section, Jan ERNEST

The parties referred to above have agreed to enter into the Agreement under the terms and conditions below.

By signing the Agreement, the beneficiary accepts the grant and agrees to implement the action under its own responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out.

The Agreement is composed of:

Terms and Conditions

- Annex 1 Description of the action
- Annex 2 Estimated budget for the action
 - Annex 2a Additional information on the estimated budget
- Annex 3 Accession Forms: not applicable
- Annex 4 Model for the financial statements
- Annex 5 Model for the certificate on the financial statements
- Annex 6 Model for the certificate on the methodology (CoMUC): not applicable
- Annex 7 Statement on the use of the previous pre-financing payment: not applicable

TERMS AND CONDITIONS

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CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the beneficiary for implementing the action set out in Chapter 2.

CHAPTER 2 ACTION

ARTICLE 2 — ACTION TO BE IMPLEMENTED

The grant is awarded for the action entitled ‘**Administrative data sources for agricultural statistics — 2020-CZ-AGRI**’ (‘**action**’), as described in Annex 1.

ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION

The duration of the action will be **36 months** as of 01/09/2021 (‘**starting date of the action**’).

ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS

4.1 Estimated budget

The ‘**estimated budget**’ for the action is set out in Annex 2.

It contains the estimated eligible costs and the forms of costs, broken down by budget category (see Articles 5, 6).

4.2 Budget transfers

The estimated budget breakdown indicated in Annex 2 may be adjusted — without an amendment (see Article 39) — by transfers of amounts between budget categories and/or forms of costs set out in Annex 2, if the action is implemented as described in Annex 1.

However, the beneficiary may not add costs relating to subcontracts not provided for in Annex 1, unless such additional subcontracts are approved by an amendment or in accordance with Article 10.

CHAPTER 3 GRANT

ARTICLE 5 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATE AND FORMS OF COSTS

5.1 Maximum grant amount

The ‘**maximum grant amount**’ is **EUR 109,140.44** (one hundred and nine thousand one hundred and forty EURO and forty four eurocents).

5.2 Form of grant, reimbursement rate and forms of costs

The grant reimburses **90% of the action's eligible costs** (**reimbursement of eligible costs grant**; see Article 6 and Annex 2).

The estimated eligible costs of the action are EUR **121,267.15** (one hundred and twenty one thousand two hundred and sixty seven EURO and fifteen eurocents).

Eligible costs (see Article 6) must be declared under the following forms (**cost forms**):

(a) for **direct personnel costs**:

- for personnel not paid on the basis of time spent, but on deliverables (e.g. number of conducted interviews, number of translated pages): as actually incurred costs (**actual costs**);
- for all other personnel: on the basis of the amounts per unit set out in Annex 2a (**unit costs**);

(b) for **direct travel and subsistence costs**: as actually incurred costs (**actual costs**);

(c) for **direct costs of subcontracting**: as actually incurred costs (**actual costs**);

(d) for direct costs of **providing financial support to third parties**: not applicable;

(e) for **other direct costs** as actually incurred costs (**actual costs**);

(f) for **indirect costs**: on the basis of a flat-rate applied as set out in Article 6.2.Point F (**flat-rate costs**);

5.3 Final grant amount — Calculation

The **final grant amount** depends on the actual extent to which the action is implemented in accordance with the Agreement's terms and conditions.

This amount is calculated by the Commission — when the payment of the balance is made — in the following steps:

Step 1 – Application of the reimbursement rate to the eligible costs

Step 2 – Limit to the maximum grant amount

Step 3 – Reduction due to the no-profit rule

Step 4 – Reduction due to substantial errors, irregularities or fraud or serious breach of obligations

5.3.1 Step 1 — Application of the reimbursement rate to the eligible costs

The reimbursement rate (see Article 5.2) is applied to the eligible costs (actual costs, unit costs, flat-rate costs; see Article 6) declared by the beneficiary (see Article 15) and approved by the Commission (see Article 16).

5.3.2 Step 2 — Limit to the maximum grant amount

If the amount obtained following Step 1 is higher than the maximum grant amount set out in Article 5.1, it will be limited to the latter.

5.3.3 Step 3 — Reduction due to the no-profit rule

The grant must not produce a profit.

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

The ‘**action’s total eligible costs**’ are the consolidated total eligible costs approved by the Commission.

The ‘**action’s total receipts**’ are the consolidated total receipts generated during its duration (see Article 3).

The following are considered **receipts**:

- (a) income generated by the action;
- (b) financial contributions given by third parties to the beneficiary, specifically to be used for costs that are eligible under the action.

The following are however **not** considered receipts:

- (a) financial contributions by third parties, if they may be used to cover costs other than the eligible costs (see Article 6);
- (b) financial contributions by third parties with no obligation to repay any amount unused at the end of the period set out in Article 3.

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the eligible actual costs approved by the Commission (as compared to the amount calculated following Steps 1 and 2).

5.3.4 Step 4 — Reduction due to substantial errors, irregularities or fraud or serious breach of obligations

If the grant is reduced (see Article 27), the Commission will calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations, in accordance with Article 27.2) from the maximum grant amount set out in Article 5.1.

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

- the amount obtained following Steps 1 to 3 or
- the reduced grant amount following Step 4.

5.4 Revised final grant amount — Calculation

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations;

see Article 17) — the Commission rejects costs (see Article 26) or reduces the grant (see Article 27), it will calculate the ‘**revised final grant amount**’.

This amount is calculated by the Commission on the basis of the findings, as follows:

- in case of **rejection of costs**: by applying the reimbursement rate to the *revised* eligible costs approved by the Commission;
- in case of **reduction of the grant**: by deducting the amount of the reduction (calculated in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations, in accordance with Article 27.2) from the maximum grant amount for the beneficiary (see Article 5.1 and Annex 2).

In case of **rejection of costs and reduction of the grant**, the revised final grant amount will be the lower of the two amounts above.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

6.1 General conditions for costs to be eligible

‘**Eligible costs**’ are costs that meet the following criteria:

(a) for **actual costs**:

- (i) they must be actually incurred by the beneficiary;
- (ii) they must be incurred in the period set out in Article 3, with the exception of costs relating to the submission of the final report (see Article 15);
- (iii) they must be indicated in the estimated budget set out in Annex 2;
- (iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation;
- (v) they must be identifiable and verifiable, in particular recorded in the beneficiary’s accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary’s usual cost accounting practices;
- (vi) they must comply with the applicable national law on taxes, labour and social security, and
- (vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency;

(b) for **unit costs**:

- (i) they must be calculated as follows:
 - {amounts per unit set out in Annex 2a
 - multiplied by
 - the number of actual units};
- (ii) the number of actual units must comply with the following conditions:

- the units must be actually used or produced in the period set out in Article 3;
- the units must be necessary for implementing the action or produced by it, and
- the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 13);

(c) for **flat-rate costs**:

- (i) they must be calculated by applying the flat-rate set out in Annex 2, and
- (ii) the costs (actual costs or unit costs to which the flat-rate is applied must comply with the conditions for eligibility set out in this Article;

(d) for **lump sum costs**: not applicable.

6.2 Specific conditions for costs to be eligible

Costs are eligible if they comply with the general conditions (see above) and the specific conditions set out below, for each of the following budget categories:

- A. direct personnel costs;
- B. direct travel and subsistence costs;
- C. direct costs of subcontracting;
- D. not applicable;
- E. other direct costs.
- F. indirect costs.

‘Direct costs’ are costs that are directly linked to the action implementation and can therefore be attributed to it directly. They must not include any indirect costs (see Point F below).

‘Indirect costs’ are costs that are not directly linked to the action implementation and therefore cannot be attributed directly to it.

A. Direct personnel costs

Types of eligible personnel costs

A.1 Personnel costs are eligible if they are related to personnel working for the beneficiary under an employment contract (or equivalent appointing act) and assigned to the action (**‘costs for employees (or equivalent)’**).

If paid on the basis of time spent, their amount is eligible if it corresponds to the amount per unit set out in Annex 2a multiplied by the number of actual days worked on the action.

If paid on the basis of deliverables, their amount is eligible if it is limited to the amount per deliverable (including social security contributions, taxes or other costs included in the remuneration, if they arise from national law or the contract).

A.2 The **costs for natural persons working under a direct contract** with the beneficiary other than

an employment contract or **seconded by a third party against payment** are eligible personnel costs, if:

- (a) the person works under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed);
- (b) the result of the work carried out belongs to the beneficiary (unless agreed otherwise), and
- (c) the costs are not significantly different from those for personnel performing similar tasks under an employment contract with the beneficiary.

If paid on the basis of time spent, their amount is eligible if it corresponds to the amount per unit set out in Annex 2a multiplied by the number of actual days worked on the action.

If paid on the basis of deliverables, their amount is eligible if it is limited to the amount per deliverable (including social security contributions, taxes or other costs included in the remuneration, if they arise from national law or the contract).

Calculation

Personnel costs must be calculated by the beneficiary as follows:

- (a) for personnel costs declared as **unit costs** (budget categories A.1 and A.2, paid on basis of time spent):

{daily rate

multiplied by

number of actual days worked on the action (rounded up or down to the nearest half-day)},

The number of actual days declared for a person must be identifiable and verifiable (see Article 13).

The '**daily rate**' is the rate of the pay grade set out in Annex 2a (or — for personnel without an applicable pay grade — the rate of the grade with the closest basic salary);

- (b) for personnel costs declared as **actual costs** (budget category A.1 and A.2, paid on basis of deliverables):

{amount per deliverable

multiplied by

number of deliverables produced for the action}.

B. Direct travel and subsistence costs

Travel and subsistence costs (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by the beneficiary if it is not a public body acting as public authority) are eligible if they are in line with the beneficiary's usual practices on travel.

C. Direct costs of subcontracting (including related duties, taxes and charges, such as non-deductible

value added tax (VAT) paid by the beneficiary, if it is not a public body acting as public authority) are eligible if the conditions in Article 10.1.1 are met.

D. Direct costs of providing financial support to third parties

Not applicable

E. Other direct costs

E.1 The **depreciation costs of equipment, infrastructure or other assets** (new or second-hand) as recorded in the beneficiary's accounts are eligible, if they were purchased in accordance with Article 9.1.1 and written off in accordance with international accounting standards and the beneficiary's usual accounting practices.

The **costs of renting or leasing** equipment, infrastructure or other assets (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by the beneficiary if it is not a public body acting as public authority) are also eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees.

The only portion of the costs that will be taken into account is that which corresponds to the duration of the action and rate of actual use for the purposes of the action.

E.2 **Costs of other goods and services** (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by the beneficiary if it is not a public body acting as public authority) are eligible, if they are purchased specifically for the action and in accordance with Article 9.1.1.

Such goods and services include, for instance, consumables and supplies, dissemination, protection of results, certificates on the financial statements (if they are required by the Agreement), translations and publications.

F. Indirect costs

Indirect costs are eligible if they are declared on the basis of the flat-rate of **30%** of the eligible direct personnel costs (see Article 5.2 and Point A above) if the beneficiary falls under Article 5 of Regulation No 223/2009¹ and **7%** of the eligible direct costs (see Article 5.2 and Points A to E above) if it doesn't.

If the beneficiary receives an EU operating grant², it cannot declare indirect costs for the period

¹ Regulation (EC) No 223/2009 of the European Parliament and of the Council of 11 March 2009 on European statistics and repealing Regulation (EC, Euratom) No 1101/2008 of the European Parliament and of the Council on the transmission of data subject to statistical confidentiality to the Statistical Office of the European Communities, Council Regulation (EC) No 322/97 on Community Statistics, and Council Decision 89/382/EEC, Euratom establishing a Committee on the Statistical Programmes of the European Communities (OJ L 87, 31.3.2009, p. 164).

² For the definition, see Article 121(1)(b) of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 218, 26.10.2012, p.1) (**Financial Regulation No 966/2012**): **'operating grant'** means direct financial contribution, by way of donation, from the budget in order to finance the functioning of a body which pursues an aim of general EU interest or has an objective forming part of and supporting an EU policy.

covered by the operating grant, unless it can demonstrate that the operating grant does not cover any costs of the action.

6.3 Conditions for costs of linked third parties to be eligible

Not applicable

6.4 Ineligible costs

‘Ineligible costs’ are:

- (a) costs that do not comply with the conditions set out above (Article 6.1 to 6.3), in particular:
 - (i) costs related to return on capital;
 - (ii) debt and debt service charges;
 - (iii) provisions for future losses or debts;
 - (iv) interest owed;
 - (v) doubtful debts;
 - (vi) currency exchange losses;
 - (vii) bank costs charged by the beneficiary’s bank for transfers from the Commission;
 - (viii) excessive or reckless expenditure;
 - (ix) deductible VAT;
 - (x) costs incurred during suspension of the implementation of the action (see Article 33);
 - (xi) in-kind contributions provided by third parties;
- (b) costs declared under another EU grant (including grants awarded by a Member State and financed by the EU budget and grants awarded by bodies other than the Commission for the purpose of implementing the EU budget); in particular, indirect costs if the beneficiary is already receiving an EU operating grant in the same period, unless it can demonstrate that the operating grant does not cover any costs of the action;
- (c) costs for staff of a national (or regional/local) administration, for activities that are part of the administration’s normal activities (i.e. not undertaken only because of the grant);
- (d) costs (especially travel and subsistence costs) for staff or representatives of EU institutions, bodies or agencies;

6.5 Consequences of declaration of ineligible costs

Declared costs that are ineligible will be rejected (see Article 26).

This may also lead to any of the other measures described in Chapter 6.

CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION

ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION

7.1 General obligation to properly implement the action

The beneficiary must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law.

7.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 8 — RESOURCES TO IMPLEMENT THE ACTION — THIRD PARTY INVOLVED IN THE ACTION

The beneficiary must have the appropriate resources to implement the action.

If it is necessary to implement the action, the beneficiary may:

- purchase goods, works and services (see Article 9);
- call upon subcontractors to implement action tasks described in Annex 1 (see Article 10).

In these cases, the beneficiary retains sole responsibility towards the Commission for implementing the action.

ARTICLE 8a — IMPLEMENTATION OF ACTION TASKS BY A BENEFICIARY NOT RECEIVING FUNDING

Not applicable

ARTICLE 9 — PURCHASE OF GOODS, WORKS OR SERVICES

9.1 Rules for purchasing goods, works or services

9.1.1 If necessary to implement the action, the beneficiary may purchase goods, works or services.

The beneficiary must make such purchases ensuring the best value for money or, if appropriate, the lowest price. In doing so, it must avoid any conflict of interests (see Article 20).

The beneficiary must ensure that the Commission, the European Court of Auditors (ECA) and the

European Anti-Fraud Office (OLAF) can exercise their rights under Articles 17 and 18 also towards their contractors.

9.1.2 If the beneficiary is a ‘contracting authority’ within the meaning of Directive 2004/18/EC³ (or 2014/24/EU⁴) or ‘contracting entity’ within the meaning of Directive 2004/17/EC⁵ (or 2014/25/EU⁶), it must comply with the applicable national law on public procurement.

9.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under Article 9.1.1, the costs related to the contract concerned will be ineligible (see Article 6) and will be rejected (see Article 26).

If the beneficiary breaches any of its obligations under Article 9.1.2, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 10 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS

10.1 Rules for subcontracting action tasks

10.1.1 If necessary to implement the action, the beneficiary may award subcontracts covering the implementation of certain action tasks described in Annex 1.

Subcontracting may cover only a limited part of the action.

The beneficiary must award the subcontracts ensuring the best value for money or, if appropriate, the lowest price. In doing so, it must avoid any conflict of interests (see Article 20).

The tasks to be implemented and the estimated cost for each subcontract must be set out in Annex 1 and the total estimated costs of subcontracting must be set out in Annex 2. The Commission may however approve subcontracts not set out in Annex 1 and 2 without amendment (see Article 39), if:

- they are specifically justified in the final technical report and
- they do not entail changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

The beneficiary must ensure that the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 17 and 18 also towards their subcontractors.

³ Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public work contracts, public supply contracts and public service contracts (OJ L 134, 30.04.2004, p. 114).

⁴ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

⁵ Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors (OJ L 134, 30.04.2004, p. 1).

⁶ Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC (OJ L 94, 28.3.2014, p. 243).

10.1.2 The beneficiary must ensure that its obligations under Articles 20, 21, 22 and 30 also apply to the subcontractors.

If the beneficiary is a ‘contracting authority’ within the meaning of Directive 2004/18/EC (or 2014/24/EU) or ‘contracting entity’ within the meaning of Directive 2004/17/EC (or 2014/25/EU), it must comply with the applicable national law on public procurement.

10.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under Article 10.1.1, the costs related to the subcontract concerned will be ineligible (see Article 6) and will be rejected (see Article 26).

If the beneficiary breaches any of its obligations under Article 10.1.2, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 11 — IMPLEMENTATION OF ACTION TASKS BY LINKED THIRD PARTIES

Not applicable

ARTICLE 11a — FINANCIAL SUPPORT TO THIRD PARTIES

Not applicable

SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION

ARTICLE 12 — GENERAL OBLIGATION TO INFORM

12.1 General obligation to provide information upon request

The beneficiary must provide — during implementation of the action or afterwards — any information requested in order to verify eligibility of the costs, proper implementation of the action and compliance with the other obligations under the Agreement.

12.2 Obligation to keep information up to date and to inform about events and circumstances likely to affect the Agreement

The beneficiary must keep information stored in the Participant Portal Beneficiary Register (via the electronic exchange system; see Article 36) up to date, in particular, its name, address, legal representatives, legal form and organisation type.

The beneficiary must immediately inform the Commission of any of the following:

- (a) **events** which are likely to affect significantly or delay the implementation of the action or the EU financial interests, in particular:
 - (i) changes in its legal, financial, technical, organisational or ownership situation
- (b) **circumstances** affecting:

- (i) the decision to award the grant or
- (ii) compliance with requirements under the Agreement.

12.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 13 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

13.1 Obligation to keep records and other supporting documentation

The beneficiary must — for a period of **five years after the payment of the balance** — keep records and other supporting documentation in order to prove the proper implementation of the action and the costs they declare as eligible.

The beneficiary must make them available upon request (see Article 12) or in the context of checks, reviews, audits or investigations (see Article 17).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Articles 17), the beneficiary must keep the records and other supporting documentation until the end of these procedures.

The beneficiary must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The Commission may accept non-original documents if it considers that they offer a comparable level of assurance.

13.1.1 Records and other supporting documentation on the technical implementation

The beneficiary must keep records and other supporting documentation on the technical implementation of the action, in line with the accepted standards in the respective field.

13.1.2 Records and other documentation to support the costs declared

The beneficiary must keep the records and documentation supporting the costs declared, in particular the following:

- (a) for **actual costs**: adequate records and other supporting documentation to prove the costs declared, such as contracts, subcontracts, invoices and accounting records. In addition, the beneficiary's usual cost accounting practices and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in its accounts and the amounts stated in the supporting documentation;
- (b) for **unit costs**: adequate records and other supporting documentation to prove the number of units declared. The beneficiary does not need to identify the actual eligible costs covered or to keep or provide supporting documentation (such as accounting statements) to prove the amount per unit;

(c) for **flat-rate costs**: adequate records and other supporting documentation to prove the eligibility of the costs to which the flat-rate is applied. The beneficiary does not need to identify the costs covered or provide supporting documentation (such as accounting statements) to prove the amount declared at a flat-rate.

(d) for **lump sum costs**: not applicable.

In addition, for **personnel costs** (declared as unit costs), the beneficiary must keep **time records** for the number of days declared. The time records must be in writing and approved by the persons working on the action and their supervisors, at least monthly. In the absence of reliable time records of the days worked on the action, the Commission may accept alternative evidence supporting the number of days declared, if it considers that it offers an adequate level of assurance.

For personnel costs (declared as actual costs), the beneficiary must also keep **records** on the number of **deliverables** declared.

13.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, costs insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 26), and the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 14 — SUBMISSION OF DELIVERABLES

14.1 Obligation to submit deliverables

The beneficiary must submit:

- the '**deliverables**' identified in Annex 1, in accordance with the timing and conditions set out in it.

14.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the Commission may apply any of the measures described in Chapter 6.

ARTICLE 15 — REPORTING — PAYMENT REQUESTS

15.1 Obligation to submit reports

The beneficiary must submit to the Commission (see Article 36) the technical and financial reports set out in this Article. These reports include the request for payment and must be drawn up using the forms and templates provided in the electronic exchange system (see Article 36).

15.2 Reporting periods

The action has one '**reporting period**':

- RP1: from month 1 to month 36

15.2a Request(s) for further pre-financing payment(s)

Not applicable

15.3 Periodic reports — Requests for interim payments

Not applicable

15.4 Final report — Request for payment of the balance

The beneficiary must submit — within 60 days following the end of the reporting period — a final report, which includes the request for payment of the balance.

The **final report** must include the following:

(a) a ‘**final technical report**’ containing:

- (i) an **explanation of the work carried out** by the beneficiary;
- (ii) an **overview of the implementation** of the action, including milestones and deliverables identified in Annex 1.

This report must include explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out.

- (iii) **summary** for publication by the Commission: not applicable;
- (iv) answers to the ‘**questionnaire**’: not applicable;

(b) a ‘**final financial report**’ containing:

- (i) an ‘**individual financial statement**’ (see Annex 4), for the reporting period.

The individual financial statement must detail the eligible costs (actual costs, unit costs and flat-rate costs; see Article 6) for each budget category (see Annex 2).

The beneficiary must declare all eligible costs, even if — for actual costs, unit costs and flat-rate costs — they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts which are not declared in the individual financial statement will not be taken into account by the Commission.

The individual financial statement(s) must also detail the **receipts of the action** (see Article 5.3.3).

The beneficiary must **certify** that:

- the information provided is full, reliable and true;
- the costs declared are eligible (see Article 6);
- the costs can be substantiated by adequate records and supporting documentation (see Article 13) that will be produced upon request (see Article 12) or in the context of checks, reviews, audits and investigations (see Article 17), and

- that all the receipts have been declared (see Article 5.3.3);
- (ii) an **explanation** of the **use of resources** and the information on subcontracting (see Article 10), for the reporting period concerned;
- (iii) special provisions for the **JRC**: not applicable;
- (iv) a **‘final summary financial statement’**, created automatically by the electronic exchange system, including the **request for payment of the balance**;
- (v) **‘certificate on the financial statements’**: a certificate (drawn up in accordance with Annex 5) for the beneficiary, if:
 - it requests EUR 325 000 or more as reimbursement of actual costs and
 - the maximum grant amount indicated, for the beneficiary, in the estimated budget (see Annex 2) as reimbursement of actual costs is EUR 750 000 or more.

15.5 Information on cumulative expenditure incurred

Not applicable

15.6 Currency for financial statements and conversion into euro

Financial statements must be drafted in euro.

The beneficiary with accounting established in a currency other than the euro must convert the costs recorded in their accounts into euro, at the average of the daily euro exchange rates published in the C series of the *Official Journal of the European Union*, calculated over the corresponding reporting period.

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, they must be converted at the average of the monthly accounting exchange rates published on the Commission’s website, calculated over the corresponding reporting period.

The beneficiary with accounting established in euro must convert costs incurred in another currency into euro according to their usual accounting practices.

15.7 Language of reports

All reports (including financial statement(s)) must be submitted in the language of the Agreement.

15.8 Consequences of non-compliance

If the reports submitted do not comply with this Article, the Commission may suspend the payment deadline (see Article 31) and apply any of the other measures described in Chapter 6.

If the beneficiary breaches its obligation to submit the reports and if it fails to comply with this obligation within 30 days following a written reminder, the Commission may terminate the Agreement (see Article 34) or apply any of the other measures described in Chapter 6.

ARTICLE 16 — PAYMENTS AND PAYMENT ARRANGEMENTS

16.1 Payments to be made

The following payments will be made to the beneficiary:

- a **pre-financing payment**;
- one **payment of the balance**, on the basis of the request for payment of the balance (see Article 15).

16.2 Pre-financing payment(s) — Amount

The aim of the pre-financing is to provide the beneficiary with a float.

It remains the property of the EU until the payment of the balance.

The amount of the pre-financing payment will be EUR **43,656.18** (forty three thousand six hundred and fifty six EURO and eighteen eurocents).

The Commission will — except if Article 32 applies — make the pre-financing payment to the beneficiary within 30 days from the entry into force of the Agreement (see Article 42).

16.3 Interim payments — Amount — Calculation

Not applicable

16.4 Payment of the balance — Amount — Calculation

The payment of the balance reimburses the remaining part of the eligible costs incurred by the beneficiary for the implementation of the action.

If the total amount of earlier payments is greater than the final grant amount (see Article 5.3), the payment of the balance takes the form of a recovery (see Article 28).

If the total amount of earlier payments is lower than the final grant amount, the Commission will pay the balance within 90 days from receiving the final report (see Article 15.4), except if Articles 31 or 32 apply.

Payment is subject to the approval of the final report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

The **amount due as the balance** is calculated by the Commission by deducting the total amount of pre-financing (if any) already made, from the final grant amount determined in accordance with Article 5.3:

$$\begin{aligned} & \{ \text{final grant amount (see Article 5.3)} \\ & \text{minus} \\ & \{ \text{pre-financing (if any) made} \} \}. \end{aligned}$$

If the balance is positive, it will be paid to the beneficiary.

The amount to be paid may however be offset — without the beneficiary's consent — against any other amounts owed by the beneficiary to the Commission or an executive agency (under the EU budget), up to the maximum grant amount indicated, for the beneficiary, in the estimated budget (see Annex 2).

If the balance is negative, it will be recovered (see Article 28).

16.5 Notification of amounts due

When making payments, the Commission will formally notify to the beneficiary the amount due, specifying that it concerns the payment of the balance.

For the payment of the balance, the notification will also specify the final grant amount.

In the case of reduction of the grant or recovery of undue amounts, the notification will be preceded by the contradictory procedure set out in Articles 27 and 28.

16.6 Currency for payments

The Commission will make all payments in euro.

16.7 Payments to the beneficiary

Payments will be made to the beneficiary.

Payments to the beneficiary will discharge the Commission from its payment obligation.

16.8 Bank account for payments

All payments will be made to the following bank account:

Name of bank: [REDACTED]
Full name of the account holder: [REDACTED]
IBAN code: [REDACTED]

16.9 Costs of payment transfers

The cost of the payment transfers is borne as follows:

- the Commission bears the cost of transfers charged by its bank;
- the beneficiary bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

16.10 Date of payment

Payments by the Commission are considered to have been carried out on the date when they are debited to its account.

16.11 Consequences of non-compliance

16.11.1 If the Commission does not pay within the payment deadlines (see above), the beneficiary is entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

If the late-payment interest is lower than or equal to EUR 200, it will be paid to the beneficiary only upon request submitted within two months of receiving the late payment.

Late-payment interest is not due if the beneficiary is an EU Member States (including regional and local government authority or other public body acting on behalf of a Member State for the purpose of this Agreement).

Suspension of the payment deadline or payments (see Articles 31 and 32) will not be considered as late payment.

Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

Late-payment interest is not considered for the purposes of calculating the final grant amount.

16.11.2 Not applicable.

ARTICLE 17 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

17.1 Checks, reviews and audits by the Commission

17.1.1 Right to carry out checks

The Commission will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose, the Commission may be assisted by external persons or bodies.

The Commission may also request additional information in accordance with Article 12.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

17.1.2 Right to carry out reviews

The Commission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports) and compliance with the obligations under the Agreement.

Reviews may be started **up to five years after the payment of the balance**. They will be formally notified to the beneficiary and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Articles 9 to 11a), the beneficiary must inform the third party.

The Commission may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the beneficiary of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The beneficiary must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources).

The beneficiary may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiary must allow access to its sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a ‘**review report**’ will be drawn up.

The Commission will formally notify the review report to the beneficiary, who has 30 days to formally notify observations (‘**contradictory review procedure**’).

Reviews (including review reports) are in the language of the Agreement.

17.1.3 Right to carry out audits

The Commission may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started **up to five years after the payment of the balance**. They will be formally notified to the beneficiary and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Articles 9 to 11a), the beneficiary must inform the third party.

The Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the beneficiary of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The beneficiary must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement.

For **on-the-spot** audits, the beneficiary must allow access to its sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a ‘**draft audit report**’ will be drawn up.

The Commission will formally notify the draft audit report to the beneficiary, who has 30 days to

formally notify observations (‘**contradictory audit procedure**’). This period may be extended by the Commission in justified cases.

The ‘**final audit report**’ will take into account observations by the beneficiary. The report will be formally notified to it.

Audits (including audit reports) are in the language of the Agreement.

The Commission may also access the beneficiary’s statutory records for the periodical assessment of unit costs or flat-rate amounts.

17.2 Investigations by the European Anti-Fraud Office (OLAF)

Under Regulations No 883/2013⁸ and No 2185/96⁹ (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

17.3 Checks and audits by the European Court of Auditors (ECA)

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012¹⁰, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

17.4 Checks, reviews, audits and investigations for international organisations

Not applicable

17.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings

17.5.1 Findings in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 26), reduction of the grant (see Article 27), recovery of undue amounts (see Article 28) or to any of the other measures described in Chapter 6.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

⁸ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18/09/2013, p. 1).

⁹ Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15/11/1996, p. 2).

¹⁰ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298, 26/10/2012, p. 1).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 39).

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU grants awarded under similar conditions (**‘extension of findings from this grant to other grants’**).

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

17.5.2 Findings in other grants

The Commission may extend findings from other grants to this grant (**‘extension of findings from other grants to this grant’**), if:

- (a) the beneficiary is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary — together with the list of grants affected by the findings — **no later than five years after the payment of the balance** of this grant.

The extension of findings may lead to the rejection of costs (see Article 26), reduction of the grant (see Article 27), recovery of undue amounts (see Article 28), suspension of payments (see Article 32), suspension of the action implementation (see Article 33) or termination (see Article 34).

17.5.3 Procedure

The Commission will formally notify the beneficiary the systemic or recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

17.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

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

The beneficiary has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the Commission in justified cases.

The Commission may then start a **rejection procedure** in accordance with Article 26, either on the basis of the revised financial statements, the alternative method or the correction rate announced.

17.5.3.2 If the findings concern **substantial errors, irregularities or fraud or serious breach of obligations**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the flat-rate the Commission intends to apply according to the principle of proportionality.

The beneficiary has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

The Commission may then start a **reduction procedure** in accordance with Article 27, either on the basis of the alternative flat-rate or the flat-rate announced.

17.6 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 6) and will be rejected (see Article 26).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 18 — EVALUATION OF THE IMPACT OF THE ACTION

18.1 Right to evaluate the impact of the action

The Commission may carry out interim and final evaluations of the impact of the action measured against the objective of the EU programme.

Evaluations may be started during implementation of the action and **up to five years after the payment of the balance**. The evaluation is considered to start on the date of the formal notification to the beneficiary.

The Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The beneficiary must provide any information relevant to evaluate the impact of the action, including information in electronic format.

18.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the Commission may apply the measures described in Chapter 6.

SECTION 3 OTHER RIGHTS AND OBLIGATIONS

ARTICLE 19 — PRE-EXISTING RIGHTS AND OWNERSHIP OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

19.1 Pre-existing rights and access rights to pre-existing rights

Where industrial and intellectual property rights (including rights of third parties) exist prior to

the Agreement, the beneficiary must establish a list of these pre-existing industrial and intellectual property rights, specifying the owner and any persons that have a right of use.

The beneficiary must — before starting the action — submit this list to the Commission.

19.2 Ownership of results and rights of use

The results of the action (including the reports and other documents relating to it) are owned by the beneficiary.

The beneficiary must give the Commission the right to use the results for their communication activities under Article 22.

19.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such a breach may also lead to any of the other measures described in Chapter 6.

ARTICLE 20 — CONFLICT OF INTERESTS

20.1 Obligation to avoid a conflict of interests

The beneficiary must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (**‘conflict of interests’**).

The beneficiary must formally notify to the Commission without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

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

20.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27) and the Agreement may be terminated (see Article 34).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 21 — CONFIDENTIALITY

21.1 General obligation to maintain confidentiality

During implementation of the action and **for five years after the payment of the balance**, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (**‘confidential information’**).

They may use confidential information to implement the Agreement.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information becomes generally and publicly available, without breaching any confidentiality obligation;
- (c) the disclosure of the confidential information is required by EU or national law.

21.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 22 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

22.1 Communication activities by the beneficiary

22.1.1 General obligation to promote the action and its results

The beneficiary must promote the action and its results.

22.1.2 Information on EU funding — Obligation and right to use the EU emblem

Unless the Commission requests or agrees otherwise, any communication activity related to the action (including at conferences, seminars, in information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via social media, etc.) and any infrastructure, equipment or major result funded by the grant must:

- display the EU emblem and
- include the following text:

“This [insert appropriate description, e.g. report, publication, conference, infrastructure, equipment, insert type of result, etc.] was funded by the European Union.”

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

For the purposes of its obligations under this Article, the beneficiary may use the EU emblem without first obtaining approval from the Commission.

This does not, however, give him the right to exclusive use.

Moreover, the beneficiary may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

22.1.3 Disclaimer excluding Commission responsibility

Any communication activity related to the action must indicate the following disclaimer:

“The content of this [insert appropriate description, e.g. report, publication, conference, etc.] represents the

views of the author only and is his/her sole responsibility. The European Commission does not accept any responsibility for use that may be made of the information it contains.”

22.2 Communication activities by the Commission

22.2.1 Right to use beneficiary’s materials, documents or information

The Commission may use information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from any beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 21, which still apply.

The right to use the beneficiary’s materials, documents and information includes:

- (a) **use for its own purposes** (in particular, making them available to persons working for the Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;
- (e) giving **access in response to individual requests** under Regulation No 1049/2001¹¹, without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Commission.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiary), the Commission will insert the following information:

¹¹ Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents (OJ L 145, 31/5/2001, p. 43).

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the European Union (EU) under conditions.”

22.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 23 — PROCESSING OF PERSONAL DATA

23.1 Processing of personal data by the Commission

Any personal data under the Agreement will be processed by the Commission under Regulation No 45/2001¹² and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the Commission (publicly accessible in the DPO register).

Such data will be processed by the ‘**data controller**’ of the Commission, for the purposes of implementing, managing and monitoring the Agreement or protecting the EU financial interests (including checks, reviews, audits and investigations; see Article 17).

The persons whose personal data are processed have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller, via the contact point indicated in the privacy statement(s) on the Commission websites.

They also have the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

23.2 Processing of personal data by the beneficiary

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

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

The beneficiary must inform the personnel whose personal data are collected and processed by the Commission. For this purpose, it must provide them with the privacy statement(s) (see above), before transmitting their data to the Commission.

23.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under Article 23.2, the Commission may apply any of the measures described in Chapter 6.

ARTICLE 24 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE COMMISSION

¹² Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12/01/2001, p 1).

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

If the Commission has not accepted the assignment or the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiary from its obligations towards the Commission.

CHAPTER 5 BENEFICIARY'S ROLES AND RESPONSIBILITIES

ARTICLE 25 — BENEFICIARY'S ROLES AND RESPONSIBILITIES

25.1 Roles and responsibilities towards the Commission

The beneficiary has full responsibility for implementing the action and complying with the Agreement.

The beneficiary is itself responsible for:

- (a) monitoring that the action is implemented properly (see Article 7);
- (b) informing the Commission immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 12);
- (c) submitting the deliverables and reports to the Commission (see Articles 14 and 15);
- (d) submitting to the Commission in good time any documents or information required,

and may not subcontract these tasks.

25.2 Internal division of roles and responsibilities

Not applicable

25.3 Internal arrangements between beneficiaries — Consortium agreement

Not applicable

CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS — DAMAGES — SUSPENSION — TERMINATION — FORCE MAJEURE

SECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS

ARTICLE 26 — REJECTION OF INELIGIBLE COSTS

26.1 Conditions

The Commission will — **at the payment of the balance or afterwards** — reject any costs which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 17).

The rejection may also be based on the **extension of findings from other grants to this grant** (see Article 17.5.2).

26.2 Ineligible costs to be rejected — Calculation — Procedure

Ineligible costs will be rejected in full.

If the rejection of costs does not lead to a recovery (see Article 28), the Commission will formally notify the beneficiary of the rejection of costs, the amounts and the reasons why (if applicable, together with the notification of amounts due; see Article 16.5). The beneficiary may — within 30 days of receiving notification — formally notify the Commission of its disagreement and the reasons why.

If the rejection of costs leads to a recovery, the Commission will follow the contradictory procedure with pre-information letter set out in Article 28.

26.3 Effects

If the Commission rejects costs at **the payment of the balance**, it will deduct them from the total eligible costs declared in the final summary financial statement (see Article 15.3 and 15.4). It will then calculate payment of the balance as set out in Article 16.3 or 16.4.

If the Commission rejects costs **after the payment of the balance**, it will calculate the revised final grant amount as set out in Article 5.4. If the revised final grant amount is lower than the final grant amount, the Commission will recover the difference (see Article 28).

ARTICLE 27 — REDUCTION OF THE GRANT

27.1 Conditions

The Commission may — **at the payment of the balance or afterwards** — reduce the grant, if:

- (a) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed:
 - substantial errors, irregularities or fraud or
 - serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles) or
- (b) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).

27.2 Amount to be reduced — Calculation — Procedure

The amount of the reduction will be proportionate to the seriousness of the errors, irregularities or fraud or breach of obligations.

Before reduction of the grant, the Commission will formally notify a ‘**pre-information letter**’ to the beneficiary:

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and
- inviting it to submit observations within 30 days of receiving notification

If the Commission does not receive any observations or decides to pursue reduction despite the observations it has received, it will formally notify **confirmation** of the reduction (if applicable, together with the notification of amounts due; see Article 16).

27.3 Effects

If the Commission reduces the grant at the time of **the payment of the balance**, it will calculate the reduced grant amount and then determine the amount due as payment of the balance (see Articles 5.3 and 16.4).

If the Commission reduces the grant **after the payment of the balance**, it will calculate the revised final grant amount (see Article 5.4). If the revised final grant amount is lower than the final grant amount, the Commission will recover the difference (see Article 28).

ARTICLE 28 — RECOVERY OF UNDUE AMOUNTS

28.1 Amount to be recovered — Calculation — Procedure

The Commission will — **at the payment of the balance** or **afterwards** — claim back amount that was paid but is not due under the Agreement.

28.1.1 Recovery at payment of the balance

If the payment of the balance takes the form of a recovery (see Article 16.4), the Commission will formally notify a ‘**pre-information letter**’ to the beneficiary:

- informing it of its intention to recover, the amount due as the balance and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Commission decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the beneficiary a **debit note** with the terms and the date for payment (together with the notification of amounts due; see Article 16.5).

If payment is not made by the date specified in the debit note, the Commission will **recover** the amount:

- (a) by ‘**offsetting**’ it — without the beneficiary’s consent — against any amounts owed to the beneficiary by the Commission or an executive agency (from the EU budget).

In exceptional circumstances, to safeguard the EU financial interests, the Commission may offset before the payment date specified in the debit note;

- (b) not applicable;
- (c) joint and several liability of other beneficiaries: not applicable;
- (d) by **taking legal action** (see Article 41) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 16.11, from the day following the payment date in the debit note, up to and including the date the Commission receives full payment of the amount.

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC¹³ applies.

28.1.2 Recovery of amounts after payment of the balance

If — after the payment of the balance — the Commission revised the final grant amount (see Article 5.4), and the revised final grant amount is lower than the final grant amount (see Article 5.3), it will formally notify a **pre-information letter** to the beneficiary:

- informing it of its intention to recover, the amount to be repaid and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Commission decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the beneficiary a **debit note**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Commission will **recover** the amount:

- (a) by '**offsetting**' it — without the beneficiary's consent — against any amounts owed to the beneficiary by the Commission or an executive agency (from the EU budget).

In exceptional circumstances, to safeguard the EU financial interests, the Commission may offset before the payment date specified in the debit note;

- (b) joint and several liability of other beneficiaries: not applicable;
- (c) by **taking legal action** (see Article 41) or by **adopting an enforceable decision** under

¹³ Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC (OJ L 319, 05.12.2007, p. 1).

Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 16.11, from the day following the date for payment in the debit note, up to and including the date the Commission receives full payment of the amount.

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

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

ARTICLE 29 — ADMINISTRATIVE SANCTIONS

In addition to contractual measures, the Commission may also adopt administrative sanctions under Articles 106 and 131(4) of the Financial Regulation No 966/2012 (i.e. exclusion from future procurement contracts, grants, prizes and expert contracts and/or financial penalties).

SECTION 2 LIABILITY FOR DAMAGES

ARTICLE 30 — LIABILITY FOR DAMAGES

30.1 Liability of the Commission

The Commission cannot be held liable for any damage caused to the beneficiary or to third parties as a consequence of implementing the Agreement, including for gross negligence.

The Commission cannot be held liable for any damage caused by the beneficiary or third parties involved in the action, as a consequence on implementing the Agreement.

30.2 Liability of the beneficiaries

Except in case of force majeure (see Article 35), the beneficiary must compensate the Commission for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement.

SECTION 3 SUSPENSION AND TERMINATION

ARTICLE 31 — SUSPENSION OF PAYMENT DEADLINE

31.1 Conditions

The Commission may — at any moment — suspend the payment deadline (see Article 16.2 to 16.4) if a request for payment (see Article 15) cannot be approved because:

- (a) it does not comply with the provisions of the Agreement (see Article 15);

- (b) the technical or financial report(s) have not been submitted or are not complete or additional information is needed, or
- (c) there is doubt about the eligibility of the costs declared in the financial statement(s) and additional checks, reviews, audits or investigations are necessary.

31.2 Procedure

The Commission will formally notify the beneficiary of the suspension and the reasons why.

The suspension will **take effect** the day notification is sent by the Commission (see Article 36).

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

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

If the payment deadline has been suspended due to the non-compliance of the technical or financial report(s) (see Article 15) and the revised report or statement is not submitted or was submitted but is also rejected, the Commission may also terminate the Agreement (see Article 34.3.1(i)).

ARTICLE 32 — SUSPENSION OF PAYMENTS

32.1 Conditions

The Commission may — at any moment — suspend payments, in whole or in part, if:

- (a) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed or is suspected of having committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles) or
- (b) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).

If suspension concerns the payment of the balance, the payment (or recovery) after suspension is lifted will be considered to be the payment that closes the action.

32.2 Procedure

Before suspending payments, the Commission will formally notify the beneficiary:

- informing it of its intention to suspend payments and the reasons why and

- inviting it to submit observations within 30 days of receiving notification.

If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the suspension procedure is not continued.

The suspension will **take effect** the day the confirmation notification is sent by the Commission.

If the conditions for resuming payments are met, the suspension will be **lifted**. The Commission will formally notify the beneficiary.

The beneficiary may suspend implementation of the action (see Article 33.1) or terminate the Agreement (see Article 34.1 and 34.2).

ARTICLE 33 — SUSPENSION OF THE ACTION IMPLEMENTATION

33.1 Suspension of the action implementation, by the beneficiary

33.1.1 Conditions

The beneficiary may suspend implementation of the action or any part of it, if exceptional circumstances — in particular *force majeure* (see Article 35) — make implementation impossible or excessively difficult.

33.1.2 Procedure

The beneficiary must immediately formally notify to the Commission the suspension (see Article 36), stating:

- the reasons why and
- the expected date of resumption.

The suspension will **take effect** the day this notification is received by the Commission.

Once circumstances allow for implementation to resume, the beneficiary must immediately formally notify the Commission and request an **amendment** of the Agreement to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the Agreement has been terminated (see Article 34).

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

Costs incurred during suspension of the action implementation are not eligible (see Article 6).

33.2 Suspension of the action implementation, by the Commission

33.2.1 Conditions

The Commission may suspend implementation of the action or any part of it, if:

- (a) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed or is suspected of having committed:
- (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles) or
- (b) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).

33.2.2 Procedure

Before suspending implementation of the action, the Commission will formally notify the beneficiary:

- informing it of its intention to suspend the implementation and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the procedure is not continued.

The suspension will **take effect** five days after confirmation notification is received by the beneficiary (or on a later date specified in the notification).

It will be **lifted** if the conditions for resuming implementation of the action are met.

The beneficiary will be formally notified of the lifting and the Agreement will be **amended** to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the Agreement has been terminated (see Article 34).

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

Costs incurred during suspension are not eligible (see Article 6).

The beneficiary may not claim damages due to suspension by the Commission (see Article 30).

Suspension of the action implementation does not affect the Commission's right to terminate the Agreement (see Article 34), reduce the grant or recover amounts unduly paid (see Articles 27 and 28).

ARTICLE 34 — TERMINATION OF THE AGREEMENT

34.1 Termination of the Agreement, by the beneficiary

34.1.1 Conditions and procedure

The beneficiary may terminate the Agreement.

The beneficiary must formally notify termination to the Commission (see Article 36), stating:

- the reasons why and
- the date the termination will take effect. This date must be after the notification.

If no reasons are given or if the Commission considers the reasons do not justify termination, the Agreement will be considered to have been '**terminated improperly**'.

The termination will **take effect** on the day specified in the notification.

34.1.2 Effects

The beneficiary must — within 60 days from when termination takes effect — submit the final report (see Article 15.4).

If the Commission does not receive the report within the deadline (see above), no costs will be taken into account.

The Commission will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 16.4) on the basis of the report(s) submitted. Only costs incurred until termination takes effect are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

Improper termination may lead to a reduction of the grant (see Article 27).

After termination, the beneficiary's obligations (in particular, Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

34.2 Termination of the participation of one or more beneficiaries, by the beneficiaries

Not applicable

34.3 Termination of the Agreement, by the Commission

34.3.1 Conditions

The Commission may terminate the Agreement, if:

- (a) non-accession to the Agreement: not applicable;
- (b) a change to the legal, financial, technical, organisational or ownership situation of the beneficiary is likely to substantially affect or delay the implementation of the action or calls into question the decision to award the grant;
- (c) amendment impossible after termination of participation of a beneficiary: not applicable;
- (d) implementation of the action is prevented by force majeure (see Article 35) or suspended by the beneficiary (see Article 33.1) and either:
 - (i) resumption is impossible, or

- (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants;
- (e) the beneficiary is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law;
- (f) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has been found guilty of professional misconduct, proven by any means;
- (g) the beneficiary does not comply with the applicable national law on taxes and social security;
- (h) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking;
- (i) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles);
- (j) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant grant (**extension of findings from other grants to this grant**; see Article 17.5.2);
- (k) refusal to remove a linked third party: not applicable.

34.3.2 Procedure

Before terminating the Agreement, the Commission will formally notify the beneficiary:

- informing it of its intention to terminate and the reasons why and
- inviting it, within 30 days of receiving notification, to submit observations and — in case of Point (i.ii) above — to inform the Commission of the measures to ensure compliance with the obligations under the Agreement.

If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify to the beneficiary **confirmation** of the termination and the date it will take effect. Otherwise, it will formally notify that the procedure is not continued.

The termination will **take effect**:

- for terminations under Points (b), (c), (e), (g), (i.ii) and (k) above: on the day specified in the notification of confirmation (see above);

- for terminations under Points (a), (d), (f), (h), (i.i) and (j) above: on the day after the notification of the confirmation is received by the beneficiary.

34.3.3 Effects

The beneficiary must — within 60 days from when termination takes effect — submit a final report (see Article 15.4).

If the Agreement is terminated for breach of the obligation to submit report(s) (see Articles 15.8 and 34.3.1(i)), the beneficiary may not submit any report(s) after termination.

If the Commission does not receive the report within the deadline (see above), no costs will be taken into account.

The Commission will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 16.4) on the basis of the report(s) submitted. Only costs incurred until termination takes effect are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

This does not affect the Commission's right to reduce the grant (see Article 27) or to impose administrative sanctions (Article 29).

The beneficiary may not claim damages due to termination by the Commission (see Article 30).

After termination, the beneficiary's obligations (in particular Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of third parties involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

CHAPTER 7 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Form and means of communication

Communication under the Agreement (information, requests, submissions, ‘formal notifications’, etc.) must:

- be made in writing and
- bear the number of the Agreement.

All communication must be made through the Participant Portal **electronic** exchange system and using the forms and templates provided there.

If — after the payment of the balance — the Commission finds that a formal notification was not accessed, a second formal notification will be made by registered post with proof of delivery (‘formal notification on **paper**’). Deadlines will be calculated from the moment of the second notification.

Communications in the electronic exchange system must be made by persons authorised according to the Participant Portal Terms & Conditions. For naming the authorised persons, the beneficiary must have designated — before the signature of this Agreement — a ‘legal entity appointed representative (LEAR)’. The role and tasks of the LEAR are stipulated in his/her appointment letter (see Participant Portal Terms & Conditions).

If the electronic exchange system is temporarily unavailable, instructions will be given on the Commission websites.

36.2 Date of communication

Communications are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

Formal notifications through the **electronic** exchange system are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

Formal notifications **on paper** sent by **registered post** with proof of delivery (only after the payment of the balance) are considered to have been made on either:

- the delivery date registered by the postal service or
- the deadline for collection at the post office.

If the electronic exchange system is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline.

36.3 Addresses for communication

The **electronic** exchange system must be accessed via the following URL:



The Commission will formally notify the beneficiary in advance of any changes to this URL.

The address for **paper** communications to the Commission (if exceptionally allowed) is the official mailing address indicated on the Commission's website. For the beneficiary, it is the legal address specified in the Participant Portal Beneficiary Register.

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

37.1 Precedence of the Terms and Conditions over the Annexes

The provisions in the Terms and Conditions of the Agreement take precedence over its Annexes.

Annex 2 takes precedence over Annex 1.

37.2 Privileges and immunities

Not applicable

ARTICLE 38 — CALCULATION OF PERIODS, DATES AND DEADLINES

In accordance with Regulation No 1182/71¹⁴, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

The day during which that event occurs is not considered as falling within the period.

ARTICLE 39 — AMENDMENTS TO THE AGREEMENT

39.1 Conditions

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

Amendments may be requested by any of the parties.

39.2 Procedure

¹⁴ Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).

The party requesting an amendment must submit a request for amendment signed in the electronic exchange system (see Article 36).

The request for amendment must include:

- the reasons why;
- the appropriate supporting documents.

The Commission may request additional information.

If the party receiving the request agrees, it must sign the amendment in the electronic exchange system within 45 days of receiving notification (or any additional information the Commission has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment **takes effect** on the date agreed by the parties or, in the absence of such an agreement, on the date on which the amendment enters into force.

ARTICLE 40 — ACCESSION TO THE AGREEMENT

Not applicable

ARTICLE 41 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

41.1 Applicable law

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Belgium.

41.2 Dispute settlement

If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the General Court — or, on appeal, the Court of Justice of the European Union — has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).

If a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 28, 29 and 30), the beneficiary must bring action before the General Court — or, on appeal, the Court of Justice of the European Union — under Article 263 TFEU.

ARTICLE 42 — ENTRY INTO FORCE OF THE AGREEMENT

The Agreement will enter into force on the day of signature by the Commission or the beneficiary, depending on which is later.

SIGNATURES

For the beneficiary



For the Commission





EUROPEAN COMMISSION

Eurostat

ESTAT.E – Sectoral and regional statistics

E.1 – Agriculture and fisheries

ANNEX 1 (part A)

European Statistics Action Grant

NUMBER — 101036501 — 2020-CZ-AGRI

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1.1. The project summary

Project Number ¹	101036501	Project Acronym ²	2020-CZ-AGRI
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One form per project

General information

Project title ³	Administrative data sources for agricultural statistics
Starting date ⁴	01/09/2021
Duration in months ⁵	36
Call (part) identifier ⁶	ESTAT-2020-PA8-E-AGRI
Topic	B5476-2020-AGRI Modernisation of agricultural statistics
Fixed EC Keywords	
Free keywords	

Abstract ⁷

The Czech Statistical Office (CZSO) is applying for a grant for the implementation of a Grant Action project within the strategy of Modernization of Agricultural Statistics.

Overall objectives of the Grant Action are the following:

- To map and analyse available administrative data sources - an agricultural register LPIS (Land Parcel Identification System), a database IS SAIF (Information System of the Czech Payment Agency, the State Agricultural Intervention Fund) and a register IAR (Integrated Animal Register), which are parts of IACS (Integrated Administration and Control System).

- To modernize the agricultural statistics system by establishing and implementing a sustainable system for regular uses of data from administrative data sources.

- To reduce the response burden on agricultural units and rationalize available resources, without any negative impact on the quality of agricultural statistics.

- To exchange experience and to learn good practice in more experienced Member States in form of study visits.

The CZSO is a sole implementer of the Grant Action. Within the Office, an Internal working group will be established to deal with different issues, such as CZSO registers, methodology of statistical surveys, legislation and organization of used administrative data validation process. Moreover, CZSO will closely cooperate with state institutions owning the administrative data sources to be used in frame of the Grant Action. This cooperation will be provided as “in-kind contributions”. Experts from these state institutions will be also invited for bilateral and multilateral discussions and consultations of register-related specific problems at coordination meetings organized by the CZSO.

1.2. List of Beneficiaries

 Associated with document Ref. Ares(2021)5413758 - 02/09/2021

Project Number ¹	101036501	Project Acronym ²	2020-CZ-AGRI
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List of Beneficiaries

No	Name	Short name	Country	Project entry month ⁸	Project exit month
1	CESKY STATISTICKY URAD	CZSO	Czech Republic	1	36

1.3. Workplan Tables - Detailed implementation

1.3.1. WT1 List of work packages

WP Number ⁹	WP Title	Lead beneficiary ¹⁰	Person-months ¹¹	Start month ¹²	End month ¹³
WP1	Administrative data sources for agricultural statistics	1 - CZSO	32.00	1	36
Total			32.00		

1.3.2. WT2 list of deliverables

Deliverable Number¹⁴	Deliverable Title	WP number⁹	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D1.1	D1.1 Progress report	WP1	1 - CZSO	Report	Public	12
D1.2	D1.2 Progress report	WP1	1 - CZSO	Report	Public	24
D1.3	D1.3 Final report	WP1	1 - CZSO	Report	Public	36

1.3.3. WT3 Work package descriptions

Work package number ⁹	WP1	Lead beneficiary ¹⁰	1 - CZSO
Work package title	Administrative data sources for agricultural statistics		
Start month	1	End month	36

Objectives

Objective A: Mapping and analyses of available administrative data sources (LPIS, IS SAIF, IAR).
 Objective B: Identification and specification of requirements for a sustainable system for administrative data use.
 Objective C: Establishing and implementation of a sustainable system for export and integration of administrative data.

Description of work and role of partners

WP1 - Administrative data sources for agricultural statistics [Months: 1-36]

CZSO

All work during the Grant Action will be included in one Work Package only and divided into 3 parts, according to Objectives A., B. and C.

Objective A: The initial phase will contain mainly analytical work - analysis of the current situation, analysis of available administrative data sources, analysis of user needs, analysis of monitored items, coverage and data update system in administrative sources.

Objective B: After the analytical phase, the next steps will be formulation of technical and data-transfer-connected requirements for

internal (CZSO) and external (cooperating institutions) working group and a preparation for data transfer (structure of output tables, data confidentiality protection, adjustment of the Statistical Metainformation System in CZSO). On a theoretical level, a formulation of the methodology for the update of the Farm Register and linked regular statistical surveys needs to be finished.

Objective C: Through the simultaneous conduct of a sample statistical survey and pilot data export, at this stage of the grant action, the pilot data export should demonstrate the real usability of administrative data in the statistical data collection practice. If the evaluation of the differences between the two data sources and the overall quality assessment bring positive results, a final decision can be made on the regular use of administrative data sources.

Participation per Partner

Partner number and short name	WP1 effort
1 - CZSO	32.00
Total	32.00

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D1.1	D1.1 Progress report	1 - CZSO	Report	Public	12
D1.2	D1.2 Progress report	1 - CZSO	Report	Public	24
D1.3	D1.3 Final report	1 - CZSO	Report	Public	36

Description of deliverables

The aim of the Grant Action is a theoretical analysis and practical verification of the possibility of using administrative data sources for statistical purposes, and therefore the deliverables of the Grant Action are in the form of two interim and one final report.

D1.1 : D1.1 Progress report [12]

Progress report will summarize the degree of progress reached during previous twelve-month reporting period, evaluate the timetable compliance and include also information on difficulties encountered during the work and proposed mitigation actions and solutions. It will also provide a summary of interim outputs and deliverables (a comparison table - Objective A output, a Study visit report).

D1.2 : D1.2 Progress report [24]

Progress report will summarize the degree of progress reached during previous twelve-month reporting period, evaluate the timetable compliance and include also information on difficulties encountered during the work and proposed mitigation actions and solutions. It will also provide a summary of interim outputs and deliverables (a brief description of the methodology for administrative data use, a contract on the data transfer between CZSO and other governmental institutions - Objective B outputs, a Study visit report, an interim report on the Objective C realization).

D1.3 : D1.3 Final report [36]

The Final report will describe in detail not only the course and results of realized pilot administrative data export exercise, but also evaluate the completed Grant Action and summarize the next steps to ensure continuity of implementation of the Grant Action outputs.

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS1	MS1 Kick-off meeting	1 - CZSO	1	Grant Action leader will officially inform cooperating Internal as well as External working group members on the content, tasks and the timetable of the starting phase of the Grant Action.
MS2	MS2 Coordination meeting	1 - CZSO	4	Grant Action leader will summarize outputs of the starting phase of the Grant Action and provide information to cooperating Internal as well as External working group members on plans, tasks and role distribution for the next three-month period of the Grant Action.
MS3	MS3 Coordination meeting	1 - CZSO	7	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS4	MS4 Coordination meeting	1 - CZSO	10	Grant Action leader will assess progress and gained

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
				interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS5	MS5 Coordination meeting	1 - CZSO	13	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS6	MS6 Coordination meeting	1 - CZSO	16	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS7	MS7 Coordination meeting	1 - CZSO	19	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS8	MS8 Coordination meeting	1 - CZSO	22	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS9	MS9 Coordination meeting	1 - CZSO	25	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS10	MS10 Coordination meeting	1 - CZSO	28	Grant Action leader will assess progress and gained interim results of the Grant

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
				Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS11	MS11 Coordination meeting	1 - CZSO	31	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS12	MS12 Final coordination meeting	1 - CZSO	34	Grant Action leader will summarize the current situation and gained results during the whole Grant Action and outline tasks to be done before the end date of the Grant Action and for the preparation of Final reports.

1.3.4. WT4 List of milestones

Milestone number ¹⁸	Milestone title	WP number ⁹	Lead beneficiary	Due Date (in months) ¹⁷	Means of verification
MS1	MS1 Kick-off meeting	WP1	1 - CZSO	1	Grant Action leader will officially inform cooperating Internal as well as External working group members on the content, tasks and the timetable of the starting phase of the Grant Action.
MS2	MS2 Coordination meeting	WP1	1 - CZSO	4	Grant Action leader will summarize outputs of the starting phase of the Grant Action and provide information to cooperating Internal as well as External working group members on plans, tasks and role distribution for the next three-month period of the Grant Action.
MS3	MS3 Coordination meeting	WP1	1 - CZSO	7	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS4	MS4 Coordination meeting	WP1	1 - CZSO	10	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS5	MS5 Coordination meeting	WP1	1 - CZSO	13	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS6	MS6 Coordination meeting	WP1	1 - CZSO	16	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for

Milestone number¹⁸	Milestone title	WP number⁹	Lead beneficiary	Due Date (in months)¹⁷	Means of verification
					the next three-month period of the Grant Action.
MS7	MS7 Coordination meeting	WP1	1 - CZSO	19	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS8	MS8 Coordination meeting	WP1	1 - CZSO	22	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS9	MS9 Coordination meeting	WP1	1 - CZSO	25	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS10	MS10 Coordination meeting	WP1	1 - CZSO	28	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS11	MS11 Coordination meeting	WP1	1 - CZSO	31	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS12	MS12 Final coordination meeting	WP1	1 - CZSO	34	Grant Action leader will summarize the current situation and gained results during the whole Grant Action and outline tasks to be done before the end date of the Grant Action and for the preparation of Final reports.

1.3.5. WT5 Critical Implementation risks and mitigation actions

No risks indicated

1.3.6. WT6 Summary of project effort in person-months

	WP1	Total Person/Months per Participant
1 - CZSO	32	32
Total Person/Months	32	32

1.3.7. WT7 Tentative schedule of project reviews

No project reviews indicated

1. Project number

The project number has been assigned by the Commission as the unique identifier for your project. It cannot be changed. The project number **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

2. Project acronym

Use the project acronym as given in the submitted proposal. It can generally not be changed. The same acronym **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

3. Project title

Use the title (preferably no longer than 200 characters) as indicated in the submitted proposal. Minor corrections are possible if agreed during the preparation of the grant agreement.

4. Starting date

Unless a specific (fixed) starting date is duly justified and agreed upon during the preparation of the Grant Agreement, the project will start on the first day of the month following the entry into force of the Grant Agreement (NB : entry into force = signature by the Commission). Please note that if a fixed starting date is used, you will be required to provide a written justification.

5. Duration

Insert the duration of the project in full months.

6. Call (part) identifier

The Call (part) identifier is the reference number given in the call or part of the call you were addressing, as indicated in the publication of the call in the Official Journal of the European Union. You have to use the identifier given by the Commission in the letter inviting to prepare the grant agreement.

7. Abstract

8. Project Entry Month

The month at which the participant joined the consortium, month 1 marking the start date of the project, and all other start dates being relative to this start date.

9. Work Package number

Work package number: WP1, WP2, WP3, ..., WPn

10. Lead beneficiary

This must be one of the beneficiaries in the grant (not a third party) - Number of the beneficiary leading the work in this work package

11. Person-months per work package

The total number of person-months allocated to each work package.

12. Start month

Relative start date for the work in the specific work packages, month 1 marking the start date of the project, and all other start dates being relative to this start date.

13. End month

Relative end date, month 1 marking the start date of the project, and all end dates being relative to this start date.

14. Deliverable number

Deliverable numbers: D1 - Dn

15. Type

Please indicate the type of the deliverable using one of the following codes:

R	Document, report
DEM	Demonstrator, pilot, prototype
DEC	Websites, patent filings, videos, etc.
OTHER	
ETHICS	Ethics requirement
ORDP	Open Research Data Pilot
DATA	data sets, microdata, etc.

16. Dissemination level

Please indicate the dissemination level using one of the following codes:

- PU Public
- CO Confidential, only for members of the consortium (including the Commission Services)
- EU-RES Classified Information: RESTREINT UE (Commission Decision 2005/444/EC)
- EU-CON Classified Information: CONFIDENTIEL UE (Commission Decision 2005/444/EC)
- EU-SEC Classified Information: SECRET UE (Commission Decision 2005/444/EC)

17. Delivery date for Deliverable

Month in which the deliverables will be available, month 1 marking the start date of the project, and all delivery dates being relative to this start date.

18. Milestone number

Milestone number: MS1, MS2, ..., MSn

19. Review number

Review number: RV1, RV2, ..., RVn

20. Installation Number

Number progressively the installations of a same infrastructure. An installation is a part of an infrastructure that could be used independently from the rest.

21. Installation country

Code of the country where the installation is located or IO if the access provider (the beneficiary or linked third party) is an international organization, an ERIC or a similar legal entity.

22. Type of access

- TA-uc if trans-national access with access costs declared on the basis of unit cost,
- TA-ac if trans-national access with access costs declared as actual costs, and
- TA-cb if trans-national access with access costs declared as a combination of actual costs and costs on the basis of unit cost,
- VA-uc if virtual access with access costs declared on the basis of unit cost,
- VA-ac if virtual access with access costs declared as actual costs, and
- VA-cb if virtual access with access costs declared as a combination of actual costs and costs on the basis of unit cost.

23. Access costs

Cost of the access provided under the project. For virtual access fill only the second column. For trans-national access fill one of the two columns or both according to the way access costs are declared. Trans-national access costs on the basis of unit cost will result from the unit cost by the quantity of access to be provided.



European Statistics

Proposal Template

Project Technical Description (Part B)

ESTAT-2020-PA8-E-AGRI

B5476-2020-AGRI

Modernisation of Agricultural Statistics

Version 1.0


Dd January 2019

Disclaimer

This document is aimed at informing applicants for EU funding. It serves only as an example. The actual web forms and templates provided in the Funding & Tenders Portal Electronic Submission System might differ from this example. Proposals (and annexes and supporting documents) must be prepared and submitted directly inside the Portal.

COVER PAGE

Part B of the proposal must be filled out by the participants in WORD, assembled and uploaded as PDF in the FTP Submission System.

PROJECT	
Project acronym:	2020-CZ-AGRI
Project title:	Administrative data sources for agricultural statistics
Coordinator contact:	

PARTICIPANTS				
<i>Please use the same numbering as in part A of the proposal form.</i>				
<i>List beneficiaries and linked third parties (affiliated entities).</i>				
Number	Role	Name	Short name	Country
1	COO	Czech Statistical Office	CZSO	Czech Republic

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ANNEXES35

1. PROJECT SUMMARY

Project summary

Provide an overall description of your project (including expected impact, outcomes and outputs, activities, number and type of beneficiaries). This summary should give readers a clear idea of what it is about.

It should be written as a stand-alone text to promote the project. It should be structured but descriptive; not merely provide lists of objectives, activities, beneficiaries and outputs.

 Please use the same text here and in Part A (Abstract).

We may publish this summary for publication/dissemination purposes. Avoid any references to information that is not publicly accessible and do not include any confidential information or personal data (e.g. names and addresses).

Context & overall objectives

Describe the context and overall objectives of your project.

Context of the Grant Action

The European Statistical System Committee (ESSC) endorsed in November 2015 the Eurostat's "Strategy for Agricultural Statistics for 2020 and beyond", giving a clear strategy and schedule for the modernisation of agricultural statistics. The Strategy emphasises the need for diversification of data sources and a massive use of new data sources is strongly recommended there.

There are at least two objectives, stated in the Impact Assessment document of the Strategy, which are to be addressed by the presented Grant Action:

- (1) to produce high-quality statistics that meet users' needs efficiently and effectively, and
- (2) to produce more statistics while lowering the burden on respondents by exploring alternative data sources and possibilities of efficiency improvement.

Moreover, also two new framework Commission regulations on Integrated Farm Statistics and on Statistics on Agricultural Input and Output set out, that all data sources can be used, as long as the resulting quality is sufficient and no "survey" is needed if other sources provide the information.

Overall objectives of the Grant Action

- To map and analyse available administrative data sources - an agricultural register **LPIS** (Land Parcel Identification System), a database **IS SAIF** (Information System of the Czech Payment Agency, the State Agricultural Intervention Fund) and a register **IAR** (Integrated Animal Register), which are parts of **IACS** (Integrated Administration and Control System).
- To modernize the agricultural statistics system by establishing and implementing a sustainable system for regular uses of data from administrative data sources.
- To reduce the response burden on agricultural units and rationalize available resources, without any negative impact on the quality of agricultural statistics.
- To exchange experience and to learn good practice in more experienced Member States in form of study visits.

Work planned & main achievements

Describe the activities planned and the main achievements expected.

Work and activities to be done during the Grant Action will be divided into 3 objectives:

Objective A: Mapping and analysing available administrative data sources for crop and animal statistics - agricultural registers **LPIS** (Land Parcel Identification System) and **IAR** (Integrated Animal Register) and **IS SAIF** (Information System of the Payment Agency SAIF), which are parts of **IACS** (Integrated Administration and Control System).

Main expected achievements: Detailed analyses of metadata and data in the administrative sources (LPIS, IS SAIF, IAR).

Objective B: Specification of requirements and preparatory works for a sustainable system for regular administrative data uses.

Main expected achievements: Formulated methodology for a smooth data use system. List of necessary adjustments to the Statistical Metainformation System and methodology update proposals. Selecting

and verifying an appropriate method for missing data.

Objective C: Implementation of the developed administrative data use system and a final decision on the most appropriate scope of its use for the agricultural statistics system.

Main expected achievements: Analysis of the usability of the established data use system. Decision on follow-up impacts of Grant Action outcomes on possible redesign of administrative registers and the agricultural statistics system.

Results & impacts

Describe the expected outcome of the project and its expected impact (on target groups, change, procedures, capacities, innovation etc.).

Expected outcomes of the Grant Action can be summarized as follows:

- Formulated methodology developed for the modernisation of agricultural statistics system in the Czech Republic, including the quality assessment of the methodology and the data export results in comparison to the situation before the project.
- The gradual introduction of the use of available administrative sources into a statistical system based so far purely on statistical surveys will bring, in addition to economic savings, a reduction in the administrative burden on respondents, which is enormous due to ever-increasing new requirements and to eliminate duplicated data collection.
- Building a functional and sustainable tool for the use of administrative data is a major challenge and a perspective task, as there will permanently be a need to seek for additional possibilities to gain data that cannot be retrieved from administrative data. A great emphasis must be placed on ensuring and maintaining high quality final statistical outputs. Timetables for data exports must be harmonized with national as well as European legislative requirements and enable the Farm Register updates.
- The possibility to take advantage of experience and to learn good practices in more experienced Member States will bring another cost savings and provide improvements to our system.

2. PROJECT BACKGROUND, NEEDS ASSESSMENT & RELEVANCE

Background, needs analysis & relevance

Describe the project context (including your understanding of the relevant EU policies and to what extent your project builds on previous project results in the field) and analyse the needs which will be addressed by the project.

How does your project address the more general objectives and themes & priorities of the EU call/topic to which you are applying? What is the project's contribution?

For ESSnet actions, describe why the proposed work addresses a specific need which benefits the entire ESS activity and how it answers to a European interest fitting in the European Statistical Programme. Explain how the proposed tasks and sub-tasks fulfil the specific eligibility criteria for ESSnet actions. Explain how the results of the action will contribute to either extend the knowledge within the ESS, either improve harmonisation of methods or procedures and how the community could take on board the proposed results.

Agricultural statistics are the oldest European Union statistics. In previous decades, agricultural statistics changed a lot; new needs emerged, plenty of new agri-environmental topics were added to the system. All of this puts enormous demands on statistical systems and puts pressure on finding new ways to replace existing statistical surveys with other ways of obtaining statistical data, while maintaining the necessary level of quality.

All domains of agricultural statistics are managed together under the umbrella of the European Agricultural Statistics System (**EASS**). EASS shall serve as a primary tool for monitoring and evaluation of the state of agriculture and other areas related to agriculture, for the support of decision-making process and for defining new policies. To do so the most efficiently and not to risks becoming obsolete, the European Statistical System Committee (**ESSC**) endorsed in November 2015 the Eurostat's "Strategy for Agricultural Statistics for 2020 and beyond", giving the clear strategy and timetable for the modernisation of agricultural statistics. The Strategy emphasises the need for diversification of data sources and a massive use of new data sources (such as Earth observation technologies, administrative data, various registers, big data, modern technologies storing operating data) is strongly recommended there.

Moreover, also two new framework Commission regulations for European agricultural statistics on Integrated Farm Statistics (IFS, adopted in 2018) and on Statistics on Agricultural Input and Output (SAIO, the main act endorsed by the ESSC in October 2020) were created within the “Modernisation of agricultural statistics” initiative. The regulations set out that all data sources can be used, as long as the resulting quality is sufficient and no "survey" is needed if other sources provide the information.

Historically, the system of agricultural statistics in the Czech Republic was based on a well-structured system of interlinked sample surveys gathering data at farms. During last decades, the system was continually enhanced, new types of surveys were set up and classifications were harmonised to adapt Czech system to be fully compatible with the EASS.

At present, it is still based mainly on data collected directly from farms, even though the administrative data are commonly used for some official statistical outputs. The current goal is to increase their share in the compiling of statistical outputs by expanded use of available administrative data sources. This step will make it possible to reduce the scope of statistical surveys, save costs, simplify the data collection system and eliminate duplicate data reporting and excessive statistical burden.

3. OBJECTIVES, IMPACT & METHODOLOGY

3.1 Objectives

Objectives

Define the specific objectives of the project. What issue/challenge/gap does the proposal aim to address?

The objectives should be clear, measurable, realistic and achievable within the duration of the project. For each objective, define appropriate indicators for measuring achievement (including a unit of measurement, baseline value and target value).

The Grant Action aims at building a functional and sustainable system for the use of data from administrative data sources to be used for high quality agricultural statistics.

Upon the successful achievement of Grant Action objectives, it is expected, that the administrative burden on respondents could be reduced by a maximum of 20% due to the reduction in the number and scope of current agricultural statistical surveys.

Carefully performed analyses of administrative resources, both metadata and data, whose results will be summarized in comparison tables, are a basic prerequisite for the subsequent correct use of exported data and the elimination of duplicate data collection.

3.2 Impact

Impact & ambition

Define the short, medium and long-term effects of the project.

Who are the target groups? How will the target groups benefit concretely from the project and what would change for them?

Does the project aim to trigger change/innovation? If so, describe them and the degree of ambition (progress beyond the status quo).

Short term impact:

- Thorough analyses of administrative data sources.
- A detailed analyses of discrepancies between CSZO databases and administrative data sources.
- Closer interinstitutional co-operation with the Ministry of Agriculture (MoA), the State Agricultural Intervention Fund (SAIF) and the Crop Research Institute (CRI).

Medium impact:

- New and useful experience for CZSO statisticians in the Agricultural Statistics Department.
- Closer cooperation with experienced Member States during study visits.

Long-term impact:

- Lowering the burden on respondents and costs of the official statistics production.

- Elimination of duplicate data collection.
- Enhanced efficiency and effectivity of high-quality statistics production that meet users' needs.
- Gained experience with this ambitious project will bring benefits for other future projects.

3.3 Concept & methodology

Concept & methodology

Outline the approach and methodology behind the project. Explain why they are the most suitable for achieving the project's objectives.

The approach and methodology, chosen to be applied during the presented Grant Action, are based on a long-term work experience with databases and knowledge of all the specifics the agricultural-sector-related statistics cover. Data inputs from external state institutions will be carefully studied, knowing all the risks that could negatively affect the quality of the project results. Economy and effectivity, methods of execution and the quality of work on the Grant Action will be continuously and carefully controlled and supervised throughout its implementation by the CZSO Top Management Board.

3.4 Cost effectiveness

Cost effectiveness

Show that your project represents good value for money and that you aimed for cost efficiency in the estimated budget. You may include any comments of the horizontal nature in relation to the items presented in the estimated budget.

The estimated costs for the implementation of the Grant Action are in accordance with the rules of sound management and represent adequate costs for the most effective way of implementation. The compliance of the estimated costs with national regulations is guaranteed by the Financial Department of the Czech Statistical Office.

Staff costs were calculated on the basis of unit costs validated by Eurostat.

Travel and subsistence costs were calculated on the basis of valid CZSO internal rules.

Under the Grant Action, Other direct costs will be spent on payments for programming work to create new tailor-made functionalities in IT systems managing the registers. These functionalities are not currently part of IT systems, they will be used during the Grant Action and continue to be used even after its completion. However, these functionalities are authorized to be created exclusively by an authorized register administrator, who was selected in a proper tender by the Ministry of Agriculture (framework contract S-2019-0043, DMS 391-2019-11150 of 16 July 2019). The tender procedure complied with national public procurement rules. The amount of Other direct costs was calculated on the basis of negotiations with the authorized register administrator.

3.5 European added value & impact on non-EU countries

European dimension

*Illustrate the European dimension of the planned activities: trans-national dimension of the project; impact/interest for a number of countries; possibility to use the results in other countries, potential to develop mutual trust/cross-border **cooperation among EU countries, etc.***


***Which countries will benefit** from the project (directly and indirectly)? Where will the activities take place?*

The implementation of the presented Grant Action does not appear to have a significant trans-national dimension or impact, however, as it is expected that some good experience, information and advices on project implementation can be obtained during the cooperation with more experienced Member States at study visits, similarly the procedure, developed methodology and results of presented Grant Action project can be a benefit and an inspiration, or could be even directly applicable for other Member States, which also decide to extract data from administrative sources.

Impact on non-EU countries

Not applicable

3.6 Combined surveys

Combined surveys
<p> <i>In case of combined surveys (i.e. surveys including an EU part and a national part), only the costs generated by the EU part of the survey are eligible.</i></p>
<p>Is the EU survey combined with a national survey?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>If yes, can costs of each part (EU and national) be clearly identified?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>If the costs cannot be clearly separated, what is the estimated proportion between the two?</p> <p>EU..... % / National.....%</p>
<p>Explain how you have estimated the proportion.</p>

4. ACTIVITIES & WORK PACKAGES

4.1 Activities & work packages

WORK PACKAGES
<p><i>This section concerns a detailed description of the project activities to achieve the objectives described in section 3.</i></p> <p><i>For mono-beneficiary actions, use at least one WP (i.e. WP1 for the entire action and use the project acronym as its name).</i></p> <p><i>For multi-beneficiary actions, group your activities into work packages, i.e. sets of activities leading to a specific outcome. The grouping should be logical and guided by identifiable outputs.</i></p> <p><i>Projects will have a minimum of 2 work packages (work package 1 with the management and coordination activities and work package 2 with project activities).</i></p> <p><i>You can create as many work packages as needed by copying work package 2. For each work package, enter an objective (expected outcome), list the activities and milestones/outputs/outcomes and deliverables.</i></p> <p><i>Work package 1 is intended for all activities related to the general management and coordination of the project (meetings, coordination, project monitoring and evaluation, financial management, progress reports, etc) and all the activities which are cross-cutting and therefore difficult to assign to just one specific work package. Instead of splitting them across many work packages please enter and describe them in work package 1.</i></p> <p>⚠ Enter each activity/milestone/output/outcome/deliverable only once (under one work package).</p>

Work package 1

Work package 1: Administrative data sources for agricultural statistics			
<i>Ensure consistency with the detailed budget table (same WP number and name).</i>			
Duration months:	M1 – M36	Lead beneficiary:	1-CZSO
Objectives			
<ul style="list-style-type: none"> Objective A: Mapping and analyses of available administrative data sources (LPIS, IS SAIF, IAR). Objective B: Identification and specification of requirements for a sustainable system for administrative data use. 			

<ul style="list-style-type: none"> • Objective C: Establishing and implementation of a sustainable system for export and integration of administrative data. 		
<p>Description of the activities (what, how, where)</p> <p><i>Present a concise overview of the work (planned tasks). Be specific, give a short name for each task and number them (the same list of tasks will have to be used for the division of work).</i></p>		
Task number (continuous numbering linked to WP)	Task name	Description
A	Analysis	Analysis of administrative data sources IACS (integrated administration and control system): LPIS (Land Parcel Identification System) and IS SAIF (information system of the State Agricultural Intervention Fund) for crop production statistics and Identification and registration system: IAR (Integrated Animal Register) for animal production statistics.
A.1	Analysis of administrative data sources for crop and animal production statistics	<ul style="list-style-type: none"> - Analysis of administrative data sources focused on their concept, definitions of variables and code list items. - Description of the main differences in the variable definitions and code items used in crop production statistics according to Regulation (EC) 543/2009 on crop statistics, in animal statistics according to Regulation (EC) 1165/2009 on livestock and meat statistics and the latest SAIO Regulation/SAIO Implementing act proposal and, in contrast, those used in administrative sources. - Identification and evaluation of differences/mismatches and a proposal of measures how the differences/mismatches could be handled or eliminated. - Estimating possible limitations, weaknesses and drawbacks of using data from administrative sources and how the negative impact on data quality could be avoided or reduced.
A.2	Analysis of user needs	<ul style="list-style-type: none"> - Analysis and evaluation of user needs before the planned change of statistical outputs (user satisfaction surveys).
A.3	Item analysis of administrative data sources	<ul style="list-style-type: none"> - Item analysis, evaluation of completeness of variables / items, identification and determination of variables that can be taken from administrative data sources and those that are missing in administrative data sources.
A.4	Coverage of administrative data sources	<ul style="list-style-type: none"> - Description of the coverage degree of administrative data sources at the level of holdings and UAA (utilized agricultural area). - Description of the minimum entry thresholds for administrative data sources. Impact evaluation of different minimum entry thresholds for administrative sources and for crop production statistics.

A.5	Updating of administrative data sources	<ul style="list-style-type: none"> - Description of the process and frequency of administrative data sources updating, the timeliness of recording changes to the register and their impact on data quality. - For crop production statistics: Assessment of data processing and publishing; whether the data from administrative data sources will be processed and published as preliminary and final with a later update (regular revision of data) or whether there will be only one deadline for final processing and publication of data (without planned revisions). - For animal statistics: Setting of sufficient degree of updating for provisional and/or final data and, where appropriate, an optimization of the reference date within the time limit set out by the Regulation currently in force or by the SAIO Regulation. - Determining the optimal date for data extraction from administrative data sources (Extraction date) with regard to data quality and compliance with deadlines laid down by the Regulation currently in force or by the SAIO Regulation.
A.6	Data analysis	<ul style="list-style-type: none"> - Analysis of data available in administrative data sources: Data comparison at the level of individual statistical units (holdings). Comparison with data available in sample sets of statistical surveys and in the Farm Register kept by the CZSO.
A.7	Study visits	Exchange of experience with the analysis of administrative data sources and studying good practice in more experienced Member States.
B	Formulation of requirements	Formulating the requirements on the basis of the performed analysis (Objective A) for external working group (state institutions owning the administrative data sources) and internal working group (involved departments of the CZSO).
B.1	Formulation of requirements for external working group	<ul style="list-style-type: none"> - Elaboration of a proposal, based on results of the performed analysis (Objective A), for supplementation and modification of data collection for administrative data sources in IS SAIF (administration of subsidies) and IAR. - Defining the requirements for data use from administrative data sources: structure and description of the data record, data format. Determination of a suitable method for data use. - Contract on the data use and on the provision of access to micro-data.
B.2	Preparation of output tables in the CZSO	<ul style="list-style-type: none"> - Defining the structure of output tables according to the requirements of the SAIO Regulation and according to the needs of national data users. - Mapping of code list items of the CZSO and of the administrative data sources. Setting/programming of aggregation items in output tables. - Setting/programming of basic checks. Prevention of duplicate records. Basic data checks between LPIS (main area) and IS SAIF (individual crop area). Data cross-validation against data recorded in the previous period.

		<ul style="list-style-type: none"> - Setting rules for the protection of confidential data.
B.3	Preparation of adjustments to the Statistical Metainformation System (SMS) of the CZSO	<ul style="list-style-type: none"> - Preparation of adjustments to be implemented in the CZSO Statistical Metainformation System, related to the use of administrative data sources (code lists, definitions, data processing, output tables, preparation of the system for the data use from administrative data sources, modification of the statistical survey system).
B.4	Preparation of a solution for missing items	<ul style="list-style-type: none"> - Identification and proposing other data sources for missing variables / items. - Determining the suitable data source for missing variables / items: <ul style="list-style-type: none"> ▪ Additional sample survey (reduced version of the original survey questionnaire to be distributed for sub-threshold units) - elaboration of methodology. ▪ Expert estimation of missing variables / items - elaboration of methodology. ▪ Modelling of missing variables / items - elaboration of methodology.
B.5	Methodology for updating the Farm Register from administrative data sources	Elaboration of the methodology for updating the Farm Register (kept by the CZSO) with data exported from administrative data sources.
B.6	Update of the methodology for linked statistical surveys	Modification and extension of the methodology for linked statistical surveys in the crop production statistics (harvest estimate surveys, final harvest survey) and animal production statistics (surveys on cattle production, pig production and poultry production).
B.7	Study visits	Exchange of experience, studying the methodology and good practice applied in the implementation of pilot data expert exercise in more experienced Member States.
C	Implementation	Simultaneous implementation of sample statistical surveys in full and use of data from administrative data sources.
C.1	Pilot data processing	<ul style="list-style-type: none"> - Export of data from administrative data sources and their processing according to the developed methodology. - Preparation of output tables.
C.2	Comparative data analysis from the two data sources	<ul style="list-style-type: none"> - Data analysis. - Evaluation of differences between the two data sources at the level of statistical units and aggregated data in the structure of output tables. - Evaluation of possible non-compliances (time series interruption) due to source changes.

C.3	Quality assessment of data from administrative sources	Overall quality assessment of data from administrative data sources (availability, coverage, completeness, punctuality and coherence (a comparison with outputs from crop and animal statistics) of data coming from the administrative data sources.		
C.4	Final decision	<p>Final decision on the use of administrative data sources.</p> <p>4 options for follow-up scenarios:</p> <ul style="list-style-type: none"> - full replacement of statistical surveys for crop and animal statistics in the statistical system - partial replacement of statistical surveys for crop and animal statistics in the statistical system - continuation of the system of statistical surveys to the unchanged extent - update of the Farm Register - support for the selection of basic and sample sets for statistical surveys in crop and animal statistics 		
<p>Division of work</p> <p>Show who is responsible for which tasks (coordinator (COO), beneficiaries (BEN), linked third parties (LTP)). Add information on subcontractors and in-kind contributions (if any). Use the list of tasks from above.</p> <p>⚠ Note: The coordinator remains fully responsible for the coordination tasks even if they are delegated to someone else. Moreover, coordinator tasks can normally not be subcontracted (see Model Grant Agreement).</p>				
Task number (continuous numbering linked to WP)	Task name	Participant		With help of subcontracting / in-kind contribution (Yes/No and which)
		Name	Role (COO, BEN, LTP, OTHER)	
A.1	Analysis of administrative data sources for crop and animal production statistics	CZSO	COO	Yes: Metadata from administrative data sources (free-of-charge), consultations (MoA, SAIF)
A.2	Analysis of user needs	CZSO	COO	No
A.3	Item analysis of administrative data sources	CZSO		Yes: Consultations (MoA, SAIF, CRI)

A.4	Coverage of administrative data sources	CZSO	COO	Yes: Consultations (MoA, SAIF)
A.5	Updating of administrative data sources	CZSO	COO	Yes: Consultations (MoA, SAIF)
A.6	Data analysis	CZSO	COO	Yes: Data from administrative data sources (free-of-charge) (MoA, SAIF)
A.7	Study visits	CZSO	COO	No
B.1	Formulation of requirements for external working group	CZSO	COO	Yes: Consultations, preparatory work for programming (MoA, SAIF)
B.2	Preparation of output tables in the CZSO	CZSO	COO	No
B.3	Preparation of adjustments to the Statistical Metainformation System (SMS) of the CZSO	CZSO	COO	No
B.4	Preparation of a solution for missing items	CZSO	COO	Yes: Consultations (MoA, SAIF)
B.5	Methodology for updating the Farm Register from administrative data sources	CZSO	COO	No
B.6	Update of the methodology for linked statistical surveys	CZSO	COO	No

B.7	Study visits	CZSO	COO	No
C.1	Pilot data processing	CZSO	COO	Yes: Consultations (MoA, SAIF)
C.2	Comparative data analysis from the two data sources	CZSO	COO	Yes: Consultations (MoA, SAIF)
C.3	Quality assessment of data from administrative sources	CZSO	COO	Yes: Consultations (MoA, SAIF)
C.4	Final decision	CZSO	COO	Yes: Consultations (MoA, SAIF, CRI)

Milestones (outputs/outcomes) & deliverables

Milestones are control points in the project that help to chart progress. Deliverables are outputs which can be delivered to us (any format).

Limit the number of milestones and deliverables. Do not include minor sub-items or internal working papers.

Examples of outputs and deliverables for work package 1:

Milestones — kick-off meetings, coordination meetings, steering committees

Deliverables — publications, leaflets, progress report, data

Note: *The description should include details on type (publication, e.g. flyer / brochure / working paper / article / press release / slides / CD; website/web-tool; data etc.), format (e.g. printed and/or electronic, downloadable), the approximate number of pages and copies of a publication, language.*

Month 1 marks the start of the project, and all deadlines should relate to this starting date.

The labels used mean:

Public — fully open (e.g. web)

Confidential — restricted under the conditions of the grant agreement

Classified — EU-Classified under Commission Decision No [2015/444](#)

Milestone number (continuous numbering)	Milestone name	Work package number	Lead beneficiary	Means of verification	Due date (month number)	Description
MS1	kick-off meeting	1	CZSO	Participation list Minutes of the meeting	M1	Grant Action leader will officially inform cooperating Internal as well as External working group members on the content, tasks and the

						timetable of the starting phase of the Grant Action.
MS2	coordination meeting	1	CZSO	Participation list Minutes of the meeting	M4	Grant Action leader will summarize outputs of the starting phase of the Grant Action and provide information to cooperating Internal as well as External working group members on plans, tasks and role distribution for the next three-month period of the Grant Action.
MS3	coordination meeting	1	CZSO	Participation list Minutes of the meeting	M7	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS4	coordination meeting	1	CZSO	Participation list Minutes of the meeting	M10	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS5	coordination meeting	1	CZSO	Participation list Minutes of the meeting	M13	Grant Action leader will assess progress and gained interim results of

						the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS6	coordination meeting	1	CZSO	Participation list Minutes of the meeting	M16	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS7	coordination meeting	1	CZSO	Participation list Minutes of the meeting	M19	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS8	coordination meeting	1	CZSO	Participation list Minutes of the meeting	M22	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS9	coordination meeting	1	CZSO	Participation list Minutes of the meeting	M25	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and

Deliverable number (continuous numbering linked to WP)	Deliverable name	Work package number	Lead beneficiary	Type	Dissemination level	Due date (month number)	Description (including format and language)
							outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS10	coordination meeting	1	CZSO	Participation list Minutes of the meeting		M28	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS11	coordination meeting	1	CZSO	Participation list Minutes of the meeting		M31	Grant Action leader will assess progress and gained interim results of the Grant Action in the past three months and outline plans, tasks and role distribution for the next three-month period of the Grant Action.
MS12	Final coordination meeting	1	CZSO	Participation list Minutes of the meeting		M34	Grant Action leader will summarize the current situation and gained results during the whole Grant Action and outline tasks to be done before the end date of the Grant Action and for the preparation of Final reports.

D1.1	Progress report	1	CZSO	/R — Document, report/	[Public]	M12	Progress report will summarize the degree of progress reached during previous twelve-month reporting period, evaluate the timetable compliance and include also information on difficulties encountered during the work and proposed mitigation actions and solutions. It will also provide a summary of interim outputs and deliverables (a comparison table - Objective A output, a Study visit report).
D1.2	Progress report	1	CZSO	/R — Document, report/	[Public]	M24	Progress report will summarize the degree of progress reached during previous twelve-month reporting period, evaluate the timetable compliance and include also information on difficulties encountered during the work and proposed mitigation actions and solutions. It will also provide a summary of interim outputs and deliverables (a brief description of the methodology for administrative data use, a contract on the data transfer between CZSO and other governmental institutions - Objective B

							outputs, a Study visit report, an interim report on the Objective C realization).
D1.3	Final report	1	CZSO	/R — Document, report/	/Public]	M36	The Final report will describe in detail not only the course and results of realized pilot administrative data export exercise, but also evaluate the completed Grant Action and summarize the next steps to ensure continuity of implementation of the Grant Action outputs.
Estimated budget — Resources							
See detailed budget table (annex 1).							
Subcontracting							
<i>Give details on subcontracted action tasks and explain the reasons why (as opposed to direct implementation by the participants).</i>							
Note: <i>Subcontracting concerns the outsourcing of a part of the action to a party outside the consortium. It is not simply about purchasing goods or services. We normally expect that the consortium participants to have sufficient operational capacity to implement the project activities themselves.</i>							
<i>Include only subcontracts that comply with the rules (i.e. best value for money and no conflict of interest; no subcontracting of key coordinator tasks; see Model Grant Agreement).</i>							
Subcontract number (continuous numbering linked to WP)	Subcontract name	Description (including task number to which it is linked)	Estimated costs (EUR)	Justification (why is subcontracting necessary?)	Best-value-for-money (how do you intend to ensure it?)		
S1.1	Not applicable.						
S1.2							

Call: [insert call identifier] — [insert call name]



 Associated with document Ref. Ares(2021)5413758-02/09/2021
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4.2 Timetable

Starting date: 1.9.2021																																		
Timetable																																		
Fill in cells in beige to show the duration of activities. Repeat lines/columns as necessary.																																		
Note: Use the project month numbers instead of calendar months. Month 1 marks always the start of the project. In the timeline you should indicate the timing of each activity per WP.																																		
ACTIVITY	MONTHS																																	
	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12	M 13	M 14	M 15	M 16	M 17	M 18	M 19	M 20	M 21	M 22	M 23	M 24	M 25	M 26	M 27	M 28	M 29	M 30				
A	Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige																							
A.1	Beige	Beige	Beige	Beige	Beige																													
A.2	Beige	Beige	Beige	Beige	Beige	Beige	Beige																											
A.3	Beige	Beige	Beige	Beige	Beige	Beige	Beige																											
A.4				Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige																							
A.5				Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige																							
A.6				Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige																							
A.7				Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige																							
B.									Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige														
B.1									Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige														
B.2									Beige	Beige	Beige	Beige	Beige	Beige	Beige	Beige																		

5. PARTICIPANTS & PROJECT MANAGEMENT

5.1 Participants

Participants
Czech Statistical Office (CZSO)
Consortium cooperation & division of roles
<p> <i>Not applicable for mono-beneficiary grants (single applicants).</i></p> <p><i>Describe the consortium (beneficiaries and linked third parties) and explain how they will work together to implement the project. How will they bring together the necessary expertise? How do the members complement each other?</i></p> <p><i>In what way does each of the participants contribute to the project? Show that each has a valid role and adequate resources to fulfil that role.</i></p> <p><i>Mention how other third parties (subcontractors, partner organisations, third parties giving in-kind contributions, key stakeholders, etc) will be involved.</i></p> <p>Note: <i>When building your consortium you should think of organisations that can help you reaching an objective/solving a problem.</i></p>
Not applicable.
Project set-up & division of roles
<p> <i>Not applicable for multi-beneficiary grants (multi-beneficiary consortium).</i></p> <p><i>Describe how the beneficiary and third parties (linked third parties, subcontractors, partner organisations, third parties giving in-kind contributions, key stakeholders, etc) will be involved in the project. How will they bring together the necessary expertise?</i></p>
<p>The CZSO is a sole implementer of the Grant Action and will cover all tasks necessary for the successful implementation of the project.</p> <p>As the purpose of the Grant Action is to use data from administrative data sources and to establish a system for data integration into a statistical system, a cooperation with the relevant CZSO departments within the Internal working group is planned, in order to deal with different issues, such as CZSO registers, methodology of statistical surveys, legislation and organization of used administrative data validation process.</p> <p>A close cooperation with state institutions owning the administrative data sources to be used in frame of the Grant Action (External working group) will be an integral part of the Grant Action. This cooperation will be provided as "in-kind contributions". Experts from these state institutions will be also invited for bilateral and multilateral discussions and consultations of register-related specific problems at coordination meetings organized by the CZSO every three months.</p> <p>Internal working group at Czech Statistical Office (CZSO):</p> <ul style="list-style-type: none"> • Agricultural and Forestry, Industrial, Construction, and Energy Statistics Department • General Methodology Department • Statistical Registers Department • Department for Methodology of Performing Statistical Processing • Regional Office of the Czech Statistical Office in České Budějovice <p>External working group:</p> <ul style="list-style-type: none"> • Ministry of Agriculture (MoA) • State Agricultural Intervention Fund (SAIF) • Crop Research Institute (CRI)

5.2 Project management

Project management

Explain the overall project management concept. Describe how decisions will be taken and how permanent and effective communication will be ensured. Describe methods to ensure planning and control.

Note: *The concept (including organisational structure and decision-making mechanisms) must be adapted to the complexity and scale of the project.*

Organisation structure:

The Grant Action proposal is approved by the CZSO Top Management Board, chaired by the President of the Czech Statistical Office. The members of the Top Management Board are CZSO Vice-Presidents, the director of the Financial and Administrative Section, the director of the Human Resources and Wages Department and the director of the President's office.

The Grant Action manager is a senior statistician experienced in project leadership. He is responsible for the distribution of responsibilities, competences and work on individual Grant Action tasks, regular monitoring of activities and work efficiency, for setting the criteria and rules for the evaluation of work, for the control of working time declared in worksheets and for administrative work. The Grant Action manager will also report on intermediate and final Grant Action outputs and results at CZSO Top Management Board meetings.

Members of the Grant Action realization team are experienced statisticians responsible for crop statistics, animal statistics, data processing, Farm Register management and administration of projects, all of them with experiences in project work.


Communication, leadership and decision-making mechanism:

The Grant Action manager will chair coordination meetings of the CZSO realization team to be organized every three months. Experts from External working group will be regularly invited to these meetings.

General Agenda of the coordination meetings: summary of progress reached in each finished task, current work issues, faced obstacles, their mitigation and problem solving, communication and discussing of encountered problems with external consultants, planning of next steps in the Grant Action, role distribution, timetable and schedule adjustments.

Staff involved

List the staff included in the project budget (budget category A) by function/profile (e.g. statistician, project manager, senior expert/advisor/researcher, junior expert/advisor/researcher, trainers/teachers, technical personnel, administrative personnel etc. — use the same profile as in the detailed budget table) and describe shortly their tasks. Please do not indicate the names of staff members, only profiles.

 *Costs related to horizontal services (such as financial management, human resources, training, legal advice, IT, etc.) are covered by the flat rate for indirect costs and can NOT be charged as "direct personnel costs. Therefore, costs related to administrative staff are eligible only if directly linked to the technical performance of the action. This is equally true for the general involvement of high management staff. Please confirm that administrative staff's tasks, if any, are compliant with the above rule and justify the involvement of high management staff.*

Provide CVs of all key actors, if requested in the call document.

The realization team:

- Grant Action manager, a senior statistician of the Agricultural and Forestry, Industrial, Construction and Energy Statistics Department.
Tasks: Management, supervision.
- Members of the realization team:
 - 1 senior statistician and 5 statisticians from the Agricultural and Forestry, Industrial, Construction and Energy Statistics Department.
Tasks: data analysis, methodology work, consultations, problem solving, data verification, Farm Register administration, administration of the Grant Action.
 - 4 statisticians from the Internal working group
Tasks: methodology compliance, code list comparison, data verification, CZSO Statistical Metadata System.
 - 4 external consultants – senior experts from the External working group
Tasks: consultations, methodologic support, problem solving assistance.

Critical risks & risk management strategy

Describe possible risks, uncertainties, difficulties related to the implementation and your measures/strategy for addressing them. Indicate for each risk (in the description) probability and impact (high, medium, low).

Risk number	Description of risk	Work package number	Proposed risk-mitigation measures
R1	Long-time sustainability of data uses in case of fundamental change of administrative source data content Probability: low Impact: high	1	Timely involvement of all stakeholders in administrative data source update process
R2	Legislative obstacles to the use of administrative data for statistical purposes Probability: low Impact: high	1	Early initiation of proposals for changes in legislation and involvement in the consultation process.
R3	Breach of data confidentiality protection Probability: low Impact: medium	1	To respect legislative measures for data confidentiality protection, in particular for detailed regional outputs

Monitoring & evaluation strategy

Describe how you intend to monitor and evaluate the progress of the project.

Explain which quantitative and qualitative indicators you propose to use for the evaluation of the outreach and coverage of the project activities and project results.

Continuous monitoring, regular evaluation of the progress of the Grant Action and scheduling of next tasks will be carried out by the Grant Action manager at regular coordination meetings .
For the evaluation of the coverage of the Grant Action activities and results are proposed the following quantitative and qualitative indicators:

- overview of differences in data and metadata (items/definitions/coverage/thresholds/classifications) of administrative sources
- number of missing items in administrative sources
- overview of time constraints in planned timetables for data uses,
- impact on lowering of administrative burden (estimated number of reporting units exempted from agricultural statistical surveys),
- impact on elimination of duplicity data collection (estimated number of eliminated items collected in parallel for more institutions)

The Grant Action manager is also responsible for monitoring of the efficiency of activities and work done in frame of the Grant Action and administration of worksheets.

5.3 Dissemination, communication & visibility

Dissemination, communication & visibility of EU funding

Describe the dissemination and communication activities which are planned in the framework of the project in order to promote the project results and maximise the project impact (to whom, which format, how many copies, etc.).

For ESSnet actions, describe the strategy to disseminate and exploit the results of the action in the ESS interest. Dissemination and dialogue with a broader partnership may include users groups, workshops or web-based initiatives. Training activities for the participants and the ESS should be planned directly related to the action.

The dissemination tasks should cover; i.e., presentation of the action results through different channels: web site, publications (books and articles in journals, policy briefs), presentations, conferences, handbooks, guidelines, training, wiki... Particular attention should be given to the use of the action results in the ESS interest and to advance the debate and acceptance/implementation of the related topics within the ESS.

Describe how the visibility of EU funding will be ensured.

Planned dissemination and communication activities:

- regular presentations of interim and final results to the Internal CZSO working group and the CZSO Top Management Board
- presentation of interim and final results to the External working group (involved state institutions owning the administrative registers), other stakeholders and other competent national authorities and agricultural organisations
- presentation of interim results to experts in NSIs in experienced Member States during the study visits (in case their realizations will not be hampered by the covid-19-epidemy restrictions)

After the end of the Grant Action, detailed information and presentation of results will be posted at CZSO website including display of the EU emblem and a visible indication that the Grant Action was funded by the European Union.

Final Technical Report in English will be provided to Eurostat. Results of finished Eurostat grant projects are presented to Member State representatives at relevant Working Group meetings in Eurostat (WG ANIMAL, WG CROP).

5.4 Ethics & security**Ethics**

Not applicable

Security

Not applicable

5.5 Sustainability & continuation**Sustainability, long-term impact & continuation**

Describe the follow-up of the project after the EU funding ends. How will the sustainability of the project impact be ensured?

What will need to be done to continue the project after EU funding ends? Which parts of the project will have to be continued or maintained? How will this be achieved, which resources will be necessary to continue the project? How will the equipment acquired be used? Which personnel will continue to work?

For ESSnet actions, describe the strategy to make the action sustainable after its duration. Explain the measures that will be taken at national level to promote implementation, acceptance and expansion of the proposed methodology or procedures to the entire ESS. This can include considerations about different dimensions of sustainability: financial, economic, institutional (structures that would allow the results of the action to continue), environmental, policy, etc.

The result of the Grant Action has a long-term impact, as it is a fundamental transformation of the agricultural statistics system, which assumes full or partial replacement of data sources for two backbone statistical surveys – sowing areas structure and livestock numbers. After the end of the Grant Action, the sustainability of project outputs will be ensured by CZSO as it is a routine part of the national statistical system with the obligation to regularly submit data according to regulation (EC) No 543/2009 of the EP and of the Council concerning crop statistics and regulation (EC) No 1165/2008 of the EP and of the Council concerning livestock and meat statistics.

6. DECLARATIONS**Other EU funding****Information concerning other EU grants for this project**

 Please note that there is a strict prohibition of double funding. It is important that

YES/NO
(if NO, add details)

<p><i>you provide full and complete information on all other EU funding for the project.</i></p> <p><i>Give information on any other grant applications pending or similar projects submitted by your consortium. Name the EU programme, project reference number and title. Include EU funding managed by authorities in EU Member States or other funding bodies (e.g. LIFE+, European Structural and Investment Funds Regional Funds,, European Investment Bank, ISF national programmes, Agricultural Funds, etc.).</i></p>						
We confirm that to our best knowledge neither the project as a whole nor any parts of it have benefitted from any other EU grant.						Yes
We confirm that to our best knowledge neither the project as a whole nor any parts of it are (nor will be) submitted for any other EU grant.						Yes
Information concerning other funding for this project						
Will the project get any funding from other public sources (EU, national, international)?						No
Will the project be part of a set of coordinated/complementary/joint projects which get funding from other public sources (EU, national, international; e.g. combined surveys)?						No
Information concerning other EU funding in the same policy area						
<p><i>Have any of the participants already benefitted from funding under this EU programme (or previous programmes) in the last 4 years? Include EU funding managed by authorities in EU Member States or other funding bodies (e.g. LIFE+, European Structural and Investment Funds Regional Funds,, European Investment Bank, ISF national programmes, Agricultural Funds, etc.).</i></p> <p><i>The labels used mean:</i></p> <p><i>COO — Coordinator</i></p> <p><i>BEN — Beneficiary</i></p> <p><i>LTP — Linked third party/affiliated entity.</i></p>						
Participant	Name of EU Programme	Reference number and title of the project	Period (start and end date)	Role (COO, BEN, LTP, OTHER)	Amount (EUR)	Project website (if any)
CZSO	Eurostat	Integrated Farm Statistics 2020 No. 2019.0193	01/04/2019 – 31/03/2022	BEN	300 000,00	
Information concerning other EU funding in other policy areas						
<p><i>Have any of the participants benefitted from EU funding in other policy areas in the last 4 years? Include EU funding managed by authorities in EU Member States or other funding bodies (e.g. LIFE+, European Structural and Investment Funds Regional Funds,, European Investment Bank, ISF national programmes, Agricultural Funds, etc.).</i></p> <p>Note: <i>If the funding was awarded to a group of beneficiaries, mention only the amount awarded to the participant.</i></p>						
Participant	Name of EU Programme	Reference number and title of the project	Period (start and end date)	Role (COO, BEN, LTP, OTHER)	Amount (EUR)	Project website (if any)
Czech Statistical Office	DG ECFIN	Joint Harmonised EU Programme of business and	2015 - 2021	BEN	---	

(CZSO)		consumer surveys Framework Agreement 2015-2021 (Construction, Retail, Service, Industry and Investment Surveys) No.ECFIN/195/2014				
CZSO	DG ECFIN	Specific Grant Agreement for an Action Business and Consumer Surveys (Construction, Retail, Service, Industry and Investment Surveys) No.ECFIN/028/2016/72861	01/05/2016 – 30/04/2017	BEN	55 415,00	
CZSO	DG ECFIN	Specific Grant Agreement for an Action Business and Consumer Surveys (Construction, Retail, Service, Industry and Investment Surveys) No.ECFIN/020/2017/751347	01/05/2017 – 30/04/2018	BEN	52 950,50	
CZSO	DG ECFIN	Specific Grant Agreement for an Action Business and Consumer Surveys (Construction, Retail, Service, Industry and Investment Surveys) No.ECFIN/008/2018/774198	01/05/2018 – 30/04/2019	BEN	52 881,00	
CZSO	DG ECFIN	Specific Grant Agreement for an Action Business and Consumer Surveys (Construction, Retail, Service, Industry and Investment Surveys) No. ECFIN/007/2019/	01/05/2019 – 30/04/2020	BEN	48 442,26	

		797764				
CZSO	DG ECFIN	Specific Grant Agreement for an Action Business and Consumer Surveys (Construction, Retail, Service, Industry & Investment Surveys) No. ECFIN/006/2020/SI2.824978	01/05/2020 – 30/04/2021	BEN	47 204,97	
CZSO	Eurostat	LFS 2017 ad hoc module on self-employment No. 07131.2016.001-2016.302	01/10/2016 – 31/03/2018	BEN	68 958,22	
CZSO	Eurostat	Progress towards full implementation of the ESA 2010 and its transmission programme for quarterly and annual National Accounts and lifting of respective derogations, development and implementation of quality framework for National Accounts data No. 04121.2016.003-2016.350 (3 actions)	Action 1: 01/12/2016 – 31/08/2018 Action 2: 01/02/2017 – 31/08/2017 Action 3: 01/09/2017 – 31/08/2018	BEN	65 192,50	
CZSO	Eurostat	PPPs data collection 2017-2018 No. 04152.2016.001-2016.154	01/11/2016 – 31/07/2019	BEN	81 745,02	
CZSO	Eurostat	Statistics on the usage of Information and Communication Technologies 2017 No. 06163.2016.003-2016.441 (2 actions)	Action 1: 01/10/2016 – 31/12/2017 Action 2: 01/03/2017 – 31/12/2017	BEN	124 124,54	

CZSO	Eurostat	Progress towards full implementation of the ESA 2010 and its transmission programme for National Accounts, development and implementation of quality framework of National Accounts data No. 04121.2017.001-2017.255	23/03/2017 – 30/06/2019	BEN	42 345,34	
CZSO	Eurostat	Statistics on the usage of Information and Communication Technologies 2018 No. 06163.2017.003-2017.467 (2 actions)	Action 1: 01/10/2017 – 31/12/2018 Action 2: 01/01/2018 – 31/12/2018	BEN	95 900,18	
CZSO	Eurostat	PPPs data collection 2019 No. 824229-2018/CZ/PPP	01/11/2018 – 31/01/2020	BEN	44 730,09	
CZSO	Eurostat	Improvements in the National Accounts No. 831395-2018/CZ/NA-BOP	01/07/2018 – 31/08/2021	BEN	79 913,89	
CZSO	Eurostat	Statistics on the usage of Information and Communication Technologies 2019, Enterprises No. 831430 – 2018-CZ-ICT ENTR	01/10/2018 – 31/12/2019	BEN	37 670,46	
CZSO	Eurostat	Statistics on the usage of Information and Communication Technologies 2019, Households No. 831421 – 2018-CZ-ICT HH IND	01/01/2019 – 31/12/2019	BEN	53 656,20	
CZSO	Eurostat	LFS 2019 ad hoc module on work organisation and	01/10/2018 – 31/05/20	BEN	81 676,08	

		working time arrangements No. 821853 – 2018-CZ-LFS AHM	20			
CZSO	Eurostat	PPPs data collection 2020 No. 875277-2019/CZ/PPP	01/11/2019 – 28/02/2021	BEN	50 525,52	
CZSO	Eurostat	LFS 2020 ad hoc module on accidents at work and other work-related health problems No. 876681-2019-CZ-LFS	01/10/2019 – 31/05/2021	BEN	86 128,99	
CZSO	Eurostat	Statistics on the usage of Information and Communication Technologies 2020 No. 2019.0253 (2 actions)	Action 1: 01/10/2019 – 31/12/2020 Action 2: 01/10/2019 – 31/08/2020	BEN	127 999,96	
CZSO	Eurostat	GPA - Growth and Productivity Accounts No. 884881-2019CZGPA	01/11/2019 – 31/12/2021	BEN	76 981,28	
CZSO	Eurostat	LFS – Statistical infrastructure under IESS – 2021 module No. 101015764 – 2020-CZ-LFS	01/10/2020 – 30/06/2022	BEN	156 449,45	
CZSO	Eurostat	PPPs data collection 2021 No. 101005024 – 2020-CZ-PPP	01/11/2020 – 28/02/2022	BEN	50 119,12	
CZSO	Eurostat	National Accounts 2020 No. 101016692 – 2020-CZ-NA	01/09/2020 – 31/12/2022	BEN	88 431,89	
CZSO	Eurostat	Statistics on Research and Development and Innovation No. 101021921 –	Action 1: 01/03/2021 – 31/08/2023	BEN	73 374,64	

	Funds, Operational Programme Environment	0 Name: "Renovation of the office building of the CZSO headquarters in Prague"	23			usporny- projekt- renovace- administrat ivni- budovy- ustredi- csu-v- praze
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ANNEXES

LIST OF ANNEXES

Detailed budget table (annex 1 to Part B) — mandatory
 CVs (annex 2 to Part B) — if applicable
 Unit cost declaration (annex 3 to Part B) — mandatory

HISTORY OF CHANGES		
VERSION	PUBLICATION DATE	CHANGE
1.0	dd.mm.2017	Initial version

DETAILED BUDGET TABLE						
Name of the applicant		Czech Statistical Office (CZSO)				
Title of the action		Administrative data sources for agricultural statistics				
COSTS OF THE ACTION						
A. Direct personnel costs						
WP	Profile (i.e. statistician, IT ...)	Unit cost grade	Nb of persons [A]	Days [B]	Unit cost [C]	SubTotal A*B*C
a1: Staff reimbursed on the basis of unit costs						
Operational Staff						
WP	Permanent staff					
WP_01	senior statistician	14	2	18	220,10	7 923,60 €
WP_01	statistician	13	2	108	126,54	27 332,64 €
WP_01	statistician	13	1	72	126,54	9 110,88 €
WP_01	statistician	13	3	6	126,54	2 277,72 €
WP_01	statistician	12	1	108	120,39	13 002,12 €
WP_01	statistician	11	1	6	105,17	631,02 €
WP_01	statistician	9	1	108	94,57	10 213,56 €
Sub-Total permanent staff			11	564		70 491,54 €
WP	Temporary staff					
WP_01	senior expert	13	4	19	126,54	9 617,04 €
Sub-Total temporary staff			4	76		9 617,04 €
Administrative staff						
WP	Permanent staff					
WP_01			0	0	0,00	0,00 €
Sub-Total permanent staff			0	0		0,00 €
WP	Temporary staff					
WP_01			0	0	0,00	0,00 €
Sub-Total temporary staff			0	0		0,00 €
WP	Other staff costs					
WP_01			0	0	0,00	0,00 €
Sub-Total other staff			0	0		0,00 €
Total a1 staff			15	640		
Sub-Total a1: costs of staff reimbursed on the basis of unit costs						80 108,58 €
a2: Staff paid on deliverables (interviews, questionnaires, etc). To be reimbursed on the basis of actual costs.						
WP	Activity paid on deliverables			Quantity [A]	Rate per Item [B]	SubTotal A*B
WP_01				0	0,00	0,00 €
Sub-Total a2: Staff paid on deliverables				0		0,00 €
Total direct personnel costs						80 108,58 €
B. Direct travel and subsistence costs						
Travel costs						
WP	Means of transport	Origin	Destination	Nb of persons [A]	Unit cost [B]	SubTotal A*B
WP_01	aircraft	Prague	Zagreb	2	650,00	1 300,00 €
WP_01	train	Prague	Wien	2	90,00	180,00 €
WP_01	train	Prague	Warsaw	2	80,00	160,00 €
WP_01	train	Prague	Budapest	2	140,00	280,00 €
Total travel costs						1 920,00 €
Subsistence costs						
WP	Number of persons [A]	Days [B]	Nights [C]	Daily allowance [D]	Hotel allowance [E]	SubTotal A*[(B*D)+(C*E)]
WP_01	2	4	3	76,00	80,00	1 088,00 €
WP_01	2	3	2	109,00	80,00	974,00 €
WP_01	2	3	2	88,00	80,00	848,00 €
WP_01	2	3	2	85,00	80,00	830,00 €
Total subsistence costs						3 740,00 €

C. Direct costs of subcontracting						
WP	Brief description of tasks subcontracted					SubTotal
WP_01						0,00 €
Total direct costs of subcontracting						0,00 €
% of subcontracting on the total eligible costs						0,00%
D. direct costs of providing financial support to third parties: not applicable						
E. Other direct costs						
Depreciation costs of equipment						
WP	Description	Duration (Months used) [A]	Depreciation period (months) [B]	Percentage of use [C]	Real cost [D]	SubTotal [E]=(A/B)xCxD
WP_01		0	0	100%	0,00	0,00 €
Sub-Total depreciation costs						0,00 €
Other goods and services (other equipment costs, consumables, postal charges, telephone costs, translation etc.)						
WP	Description		Quantity [A]	Unit cost [B]		SubTotal [C]=[A]*[B]
WP_01	software adaptation of IT tools for administrative data exports		1	11466,00		11 466,00 €
Sub-Total other goods and services						11 466,00 €
Total other direct costs						11 466,00 €
Total direct costs						97 234,58 €
Total indirect costs (30% of direct personnel costs)						24 032,57 €
TOTAL ELIGIBLE COSTS						121 267,15 €
RECEIPTS						
1. Income generated by the action				0,00%	0,00 €	
Enrolment fees						
						0,00 €
Other income						
						0,00 €
2. Financial contribution given by third parties to the beneficiary				0,00%	0,00 €	
						0,00 €
3. Own contribution by the beneficiary				10,00%	12 126,71 €	
4. EU Contribution						
Maximum EU Contribution				90,00%	109 140,44 €	
Requested EU Contribution				90,00%	109 140,44 €	
				100,00%	121 267,15 €	
TOTAL SOURCES OF FUNDING						121 267,15 €

ESTIMATED BUDGET FOR THE ACTION
Summary budget table

	Estimated eligible costs							Estimated incomes	EU Contribution			
	A Direct personnel cost	B.1. Direct travel costs	B.2. Direct subsistence costs	C Direct costs of sub-contracting	D Direct costs of providing financial support	E Other direct costs	F Indirect costs	G Total eligible costs	H Receipts	I Reimbursement rate	J Maximum EU Contribution	K Requested EU Contribution
Part 1 Czech Statistical Office (CZSO)	80 108,58	1 920,00	3 740,00	0,00	N/A	11 466,00	24 032,57	121 267,15	0,00	90,00%	109 140,44	109 140,44
TOTAL	80 108,58	1 920,00	3 740,00	0,00	N/A	11 466,00	24 032,57	121 267,15	0,00	90,00%	109 140,44	109 140,44

ESTIMATED BUDGET FOR THE ACTION

Estimated eligible ¹ costs (per budget category)								EU contribution			Action's estimated receipts			Additional information	
A. Direct personnel costs		B. Direct travel and subsistence costs		C. Direct costs of subcontracting	E. Other direct costs	F. Indirect costs ²	Total costs	Reimbursement rate % ³	Maximum EU contribution ⁴	Maximum grant amount ⁵	Income generated by the action	Financial contributions given by third parties to the beneficiary	Action's total receipts	Estimated costs of beneficiaries/ linked third parties not receiving funding	
A.1 Employees (or equivalent)	A.1 Employees (or equivalent)	B.1 Travel	B.2 Subsistence		E.1 Equipment										
A.2 Natural persons under direct contract and seconded persons	A.2 Natural persons under direct contract and seconded persons				E.2 Other goods and services										
Cost form ⁶	Unit ⁷	Actual	Actual	Actual	Actual	Actual	Flat-rate ⁸								
	a1	a2	b1	[b2]	c	e	f = flat-rate * (a1 + a2 + b1 + b2 + c + e) OR f = flat-rate * (a1 + a2)	g = a1 + a2 + b1 + b2 + c + e + f	h	i = g * h	j	k	l	m = k + l	n
1. CZSO	80 108.58	0.00	1 920.00	3 740.00	0.00	11 466.00	24 032.57	121 267.15	90.00	109 140.44	109 140.44	0.00	0.00	0.00	n/a

¹ See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 15.6 for the conversion rules).

² Indirect costs already covered by an operating grant (received under any EU or Euratom funding programme) are ineligible (see Article 6.4(b)). Therefore, a beneficiary/linked third party that receives an operating grant during the action duration cannot declare indirect costs for the year(s)/reporting period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action (see Article 6.2.F). This requires specific accounting tools. Please immediately contact us via the Participant Portal for details.

³ See Article 5.2 for the reimbursement rate.

⁴ This is the theoretical amount of the EU contribution, if the reimbursement rate is applied to all the budgeted costs. This theoretical amount is then capped by the 'maximum grant amount'.

⁵ The 'maximum grant amount' is the maximum grant amount decided by the Commission. It normally corresponds to the requested grant, but may be lower.

⁶ See Article 5 for the cost forms.

⁷ See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

⁸ See Article 6.2.F for the flat rate.

⁹ See Article 8a for beneficiaries not receiving funding.

¹⁰ Only for linked third parties that receive funding.

**EUROSTAT GRANTS: Unit costs 2020
DECLARATION and CHECKLIST**

I, the undersigned



Director of Human Resources and Wages Department

representing,

Czech Statistical Office (CZSO)
Na padesátém 81
100 82 Praha 10
Czech Republic

hereby declare that

the submitted unit costs for direct personnel costs have been established in accordance with the methodology adopted by Commission Decision C(2014)6332 of 11/09/2014, notably

1. Unit costs are calculated on the basis of historical payroll data and thus refer to personnel costs actually incurred during the reference year.	YES
2. The payroll data used for the calculation is auditable and reconcilable with the accounting data of the reference year.	YES
3. The breakdown of the entire staff into pay grades corresponds to the structure of the salary grid applied by the CZSO in accordance with the national provisions.	YES
4. Calculation of unit costs is based on 215 working days.	YES
5. Staff costs used for the calculation of unit costs do not include indirect costs or other non-eligible costs such as provisions, non-statutory, non-mandatory and discretionary premiums or bonuses.	YES
6. Where applicable, the exchange rate applied to convert national unit costs to euro has been calculated in accordance with the method.	YES
7. Are social contributions paid by a public authority other than your organisation included in the calculation? a. Yes. Declaration of the costs incurred by the other public authority is enclosed. b. No	NO



Director of Human Resources and Wages Department

Done at Prague, 25/02/2020

Annex: 1. Grid of Unit costs

Annex 1.

GRID OF UNIT COSTS 2020	
Version date: 25/02/2020	
Calculation of Unit costs is based on accounting and payroll data as of: 01/01/2019 – 31/12/2019	
Calculation is based on: Full-time equivalents (FTE)	
Exchange rate: 25,67	
PAY GRADE	UNIT COSTS (average daily rate) EUR
1	-
2	-
3	-
4	63,20
5	82,44
6	96,95
7	93,93
8	85,57
9	94,57
10	105,26
11	105,17
12	120,39
13	126,54
14	220,10
15	335,50
16	-



Director of Human Resources and Wages Department

Done at Prague, 25/02/2020

① print format A4 landscape

MODEL ANNEX 4 ESTAT MGA — MONO

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

Eligible ¹ costs (per budget category)										Receipts			EU contribution			
A. Direct personnel costs		B. Direct travel and subsistence costs				C. Direct costs of subcontracting	[D. Direct costs of fin. support]	E. Other direct costs	F. Indirect costs ²	Total costs	Income generated by the action	Financial contributions given by third parties to the beneficiary	Total receipts	Reimbursement rate % ³	Maximum EU contribution ⁴	Requested EU contribution
A.1 Employees (or equivalent)	A.1 Employees (or equivalent)	B.1 Travel	B.2 Subsistence			[D.1 Financial support]	E.1 Equipment									
A.2 Natural persons under direct contract and seconded persons	A.2 Natural persons under direct contract and seconded persons					[D.2 Prizes]	E.2 Other goods and services									
Cost form ⁵	Unit	Actual	Actual	Actual	Unit ⁶	Actual	Actual	Actual	Flat-rate ⁷							
	a1	a2	b1	[b2]	No Total [b2]	c	[d]	e	f = flat-rate * (a1 + a2 + b1 + b2 + c + d) + e OR	g = a1 + a2 + b1 + b2 + c + d + e + f	h	i	j = h + i	k	l = g * k	m
[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 12, 13 and 17).
 For the last reporting period: that all the receipts have been declared (see Article 5.3.3).

① 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 later on, in order to replace other costs that are found to be ineligible.

¹ See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 15.6 for the conversion rules).

² 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 6.4.(b)). If you have received an operating grant during this reporting period, you cannot claim indirect costs, unless you can demonstrate that the operating grant does not

³ See Article 5.1 for the reimbursement rate.

⁴ This is the theoretical amount of EU contribution that the system calculates automatically (by multiplying the reimbursement rate by the total costs declared). The amount you request (in the column 'requested EU contribution') may be less.

⁵ See Article 5 for the cost forms.

⁶ If applicable See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

⁷ See Article 6.2.F for the flat-rate.

ANNEX 5

MODEL FOR THE CERTIFICATE ON THE FINANCIAL STATEMENT (CFS)

This document sets out:

- the objectives and scope of the independent report of factual findings on costs declared under an EUROSTAT grant agreement and
- a model for the certificate on the financial statement (CFS).

1. Background and subject matter

Within 60 days of the end of the reporting period, the beneficiary must submit to the Commission a **final report**, which should include (among other documents and unless declared not applicable in Article 15 of the Grant Agreement) a **certified financial statement** (CFS; see proposed model below) for itself and (if applicable) each linked third party, if:

- it requests EUR 325 000 or more as reimbursement of actual costs and
- the maximum grant amount indicated for the beneficiary/linked third party in the estimated budget (see Annex 2) as reimbursement of actual costs is EUR 750 000 or more.

The beneficiary must provide the CFS for itself and, if applicable, for its linked third party(ies).

The **purpose** of the audit on which the CFS is based is to give the Commission ‘reasonable assurance’¹ that costs declared as eligible costs under the grant (and, if relevant, receipts generated in the course of the action) are being claimed by the beneficiary/linked third party in accordance with the relevant legal and financial provisions of the Grant Agreement.

The **scope** of the audit is limited to the verification of eligible costs included in the CFS. The audit must be conducted in line with point 3 below.

Certifying auditors must carry out the audits in compliance with generally accepted **audit standards** and indicate which standards they have applied. They must bear in mind that, to establish a CFS, they must carry out a compliance audit and not a normal statutory audit. The eligibility criteria in the Grant Agreement always override normal accounting practices.

The beneficiary/linked third party and the auditor are expected to address any **questions on factual data or detailed calculations** before the financial statement and the accompanying certificate are submitted. It is also recommended that the beneficiary/linked third party take into account the auditor’s preliminary comments and suggestions in order to avoid a qualified opinion or reduce the scope of the qualifications.

¹ This means a high degree of confidence.

Since the certificate is the main source of assurance for cost claims and payments, it will be easier to consider amounts as eligible if a **non-qualified certificate** is provided.

The submission of a certificate does not affect the Commission's right to carry out its **own assessment** or **audits**. Neither does the reimbursement of costs covered by a certificate preclude the Commission, the European Anti-Fraud Office or the European Court of Auditors from carrying out checks, reviews, audits and investigations in accordance with Article 17 of the Grant Agreement. The CFS audit is not a full-fledged audit according to international auditing standards and does not give assurance about the legality and regularity of the costs declared.

The Commission expects the certificates to be issued by auditors according to the highest professional standards.

2. Auditors who may deliver a certificate

The beneficiary/linked third party is free to choose a **qualified external auditor**, including its usual external auditor, provided that:

- the external auditor is **independent** from the beneficiary/linked third party and
- the provisions of **Directive 2006/43/EC**² are complied with.

Independence is one of the qualities that permit the auditor to apply unbiased judgement and objective consideration to established facts to arrive at an opinion or a decision. It also means that the auditor works without direction or interference of any kind from the beneficiary/linked third party.

Auditors are considered as providing services to the beneficiary/linked third party under a **purchase contract** within the meaning of Article 9 of the Grant Agreement. This means that the costs of the CFS may normally be declared as costs incurred for the action, if the cost eligibility rules set out in Articles 6 and 9.1.1 of the Grant Agreement are fulfilled (especially: best value for money and no conflict of interests; see also below eligibility of costs of other goods and services). Where the beneficiary/linked third party uses its usual external auditor, it is presumed that they already have an agreement that complies with these provisions and there is no obligation to find new bids. Where the beneficiary/linked third party uses an external auditor who is not their usual external auditor, it must select an auditor following the rules set out in Article 9.1.1.

Public bodies can choose an external auditor or a competent public officer. In the latter case, the auditor's independence is usually defined as independence from the audited beneficiary/linked third party 'in fact and in appearance'. A preliminary condition is that this officer was not involved in any way in drawing up the financial statements. Relevant national authorities establish the legal capacity of the officer to carry out audits of that specific public body. The certificate should refer to this appointment.

² 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 or similar national regulations (OJ L 157, 9.6.2006, p. 87).

3. Audit methodology and expected results

3.1 Verification of eligibility of the costs declared

The auditor must conduct its verification on the basis of inquiry and analysis, (re)computation, comparison, other accuracy checks, observation, inspection of records and documents and by interviewing the beneficiary/linked third party (and the persons working for it).

The auditor must examine the following documentation:

- the Grant Agreement and any amendments to it;
- the periodical and/or final report(s);
- *for personnel costs*
 - salary slips (— only for actual costs);
 - time sheets;
 - contracts of employment;
 - other documents (e.g. personnel accounts, social security legislation, invoices, receipts, etc.);
 - proofs of payment (— only for actual costs);
- *for travel and subsistence costs*
 - the beneficiary/linked third party's internal rules on travel;
 - transport invoices and tickets (— only for actual costs);
 - declarations by the beneficiary/linked third party;
 - other documents (proofs of attendance such as minutes of meetings, reports, etc.);
 - proofs of payment (— only for actual costs);
- *for subcontracting*
 - the call for tender (if any);
 - tenders (if any);
 - justification for the choice of subcontractor;
 - contracts with subcontractors;
 - invoices;
 - declarations by the beneficiary/linked third party;
 - proofs of payment;
 - other documents: e.g. national rules on public tendering if applicable, EU Directives, etc.;
- *for equipment costs*
 - invoices;
 - delivery slips / certificates of first use;
 - proofs of payment;
 - depreciation method of calculation;
- *for costs of other goods and services*
 - invoices;
 - proofs of payment; and
 - other relevant accounting documents.

General eligibility rules

The auditor must verify that the costs declared comply with the general eligibility rules set out in Article 6.1 of the Grant Agreement.

In particular, the costs must:

- be actually incurred;
- be linked to the subject of the Grant Agreement and indicated in the beneficiary/linked third party's estimated budget (i.e. the latest version of Annex 2);
- be necessary to implement the action which is the subject of the grant;
- be reasonable and justified, and comply with the requirements of sound financial management, in particular as regards economy and efficiency;³
- have been incurred during the action, as defined in Article 3 of the Grant Agreement (with the exception of the invoice for the audit certificate and costs relating to the submission of the final report);
- not be covered by another EU grant (see below ineligible costs);
- be identifiable, verifiable and, in particular, recorded in the beneficiary/linked third party's accounting records and determined according to the applicable accounting standards of the country where it is established and its usual cost-accounting practices;
- comply with the requirements of applicable national laws on taxes, labour and social security;
- be in accordance with the provisions of the Grant Agreement (see, in particular, Articles 6 and 9-11a) and
- have been converted to euro at the rate laid down in Article 15.6 of the Grant Agreement:
 - for beneficiaries/linked third parties with accounts established in a currency other than the euro:

Costs incurred in another currency must be converted into euros at the average of the daily euro exchange rates published in the C series of the [EU Official Journal](#) determined over the corresponding reporting period.

If no daily euro exchange rate is published in the EU Official Journal for the currency in question, the rate used must be the average of the monthly accounting exchange rates established by the Commission and published on its [website](#);
 - for beneficiaries/linked third parties with accounts established in euro:

Costs incurred in another currency should be converted into euros applying the beneficiary/linked third party's usual accounting practice.

The auditor must verify whether expenditure includes **VAT** and, if so, verify that the beneficiary/linked third party:

- cannot recover the VAT (this must be supported by a statement from the competent body) and
- is not a public body acting as a public authority.

The auditor should base his/her audit approach on the **confidence level** following a review of the beneficiary/linked third party's internal control system. When using sampling, the auditor should indicate and justify the sampling size.

³ To be assessed in particular on the basis of the procurement and selection procedures for service providers.

Specific eligibility rules

In addition, the auditor must verify that the costs declared comply with the specific cost eligibility rules set out in Article 6.2 and Articles 9.1.1, 10.1.1 and 11.1.1, of the Grant Agreement.

Personnel costs

The auditor must verify that:

- personnel costs have been charged and paid in respect of the actual time devoted by the beneficiary/linked third party's personnel to implementing the action (justified on the basis of time sheets or other relevant time-recording system);
- personnel costs were calculated on the basis of the costs of the outputs delivered (amount per deliverable, including social security contributions, taxes or other costs included in the remuneration, if they arise from national law or the contract) (— only for actual costs);
- the work was carried out during the period of implementation of the action, as defined in Article 3 of the Grant Agreement;
- the personnel costs are not covered by another EU grant (see below ineligible costs);
- for in-house consultants: the 3 conditions set out in Article 6.2.A.2 of the Grant Agreement are met (i.e. that the in-house consultant works under conditions similar to those of an employee, that the result of the work carried out belongs to the beneficiary/linked third party, and that the costs are not significantly different from those for personnel performing similar tasks under an employment contract).

The auditor should have assurance that the management and accounting system ensures proper allocation of the personnel costs to various activities carried out by the beneficiary/linked third party and funded by various donors (— only for actual costs).

Travel and subsistence costs

The auditor must verify that travel and subsistence costs:

- have been charged and paid in accordance with the beneficiary/linked third party's internal rules or usual practices (— only for actual costs);
- are not covered by another EU grant (see below ineligible costs);
- were incurred for travels linked to action tasks set out in Annex 1 of the Grant Agreement;

Subcontracting costs

The auditor must verify that:

- the subcontracting complies with best value for money (or lowest price) and that there was no conflict of interests;
- the subcontracting was necessary to implement the action for which the grant is requested;
- the subcontracting was provided for in Annex 1 and Annex 2 or agreed to by the Commission at a later stage;

- the subcontracting is supported by accounting documents in accordance with national accounting law;
- public bodies have complied with the national rules on public procurement.

Equipment costs

The auditor must verify that:

- the equipment is purchased, rented or leased at normal market prices;
- public authorities have complied with the national rules on public procurement;
- the equipment is written off, depreciation has been calculated according to the tax and accounting rules applicable to the beneficiary/linked third party and only the portion of the depreciation corresponding to the duration of the action has been declared (— not for full purchase costs);
- the costs are not covered by another EU grant (see below ineligible costs).

Costs of other goods and services

The auditor must verify that:

- the purchase complies with best value for money (or lowest price) and that there was no conflict of interests;
- public bodies have complied with the national rules on public procurement;
- the costs are not covered by another EU grant (see below ineligible costs).

Ineligible costs

The auditor must verify that the beneficiary/linked third party has not declared any costs that are ineligible under Article 6.4 of the Grant Agreement:

- costs relating 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/linked third party's bank for transfers from the Commission;
- excessive or reckless expenditure;
- deductible VAT;
- VAT incurred by a public body acting as a public authority;
- costs incurred during suspension of the implementation of the action;
- in-kind contributions from third parties;
- costs declared under other EU grants (including those awarded by a Member State and financed by the EU budget or awarded by bodies other than the Commission for the purpose of implementing the EU budget); in particular, indirect costs if the beneficiary/linked third party is already receiving an EU operating grant in the same period, unless it can demonstrate that the operating grant does not cover any costs of the action;

- costs incurred for permanent staff of a national administration for activities that are part of its normal activities (i.e. not undertaken only because of the grant);
- costs incurred for staff or representatives of EU institutions, bodies or agencies.

For combined EU and national surveys, the auditor must in particular check that the beneficiary has only declared costs that are part of the EU action (i.e. the EU survey).

For more information on cost eligibility, see the [Guide for applicants](#).

3.2 Verification of receipts

The auditor must verify that the beneficiary/linked third party has declared receipts within the meaning of Article 5.3.3 of the Grant Agreement, i.e.:

- income generated by the action (e.g. from the sale of products, services and publications, conference fees) and
- financial contributions given by third parties, specifically to be used for costs that are eligible under the action.

3.3 Verification of the beneficiary/linked third party's accounting system

The auditor must verify that:

- the accounting system (analytical or other suitable internal system) makes it possible to identify **sources of financing** for the action and related expenses incurred during the contractual period and
- expenses/income under the grant have been recorded systematically using a numbering system that **distinguishes** them from expenses/income for other projects.

Certificate on the financial statement (CFS)

To
[Beneficiary/linked third party's full name
address]

We, [full name of the audit firm/organisation], established in [full address/city/country], represented for signature of this audit certificate by [name and function of an authorised representative],

hereby certify

that:

1. We have **conducted an audit** relating to the costs declared in the financial statement of [name of beneficiary/linked third party] (the [‘beneficiary’]/[‘linked third party’]), to which this audit certificate is attached and which is to be presented to the European Commission under Grant Agreement No [insert number] — [insert acronym], covering costs for the following reporting period(s): [insert reporting period(s)].
2. We confirm that our audit was **carried out in accordance with generally accepted auditing standards** in compliance with ethical rules and on the basis of the provisions of the **Grant Agreement** and its Annexes (and in particular the audit methodology described in Annex 5).
3. The financial statement was examined and all necessary tests of [all]/[X]% of the supporting documentation and accounting records were carried out in order to obtain **reasonable assurance that**, in our opinion and on the basis of our audit
 - total **costs of EUR [insert number]** ([insert amount in words]) are eligible, i.e.:
 - actual (— for actual costs);
 - determined in accordance with the [beneficiary’s]/[linked third party’s] accounting principles (— for actual costs);
 - incurred during the period referred to in Article 3 of the Grant Agreement;
 - recorded in the [beneficiary’s]/[linked third party’s] accounts (at the date of this audit certificate);
 - comply with the specific eligibility rules in Article 6.2 of the Grant Agreement;
 - do not contain costs that are ineligible under Article 6.4 of the Grant Agreement, in particular:
 - costs relating 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]/[linked third party's] bank for transfers from the Commission;
- excessive or reckless expenditure;
- deductible VAT;
- VAT incurred by a public body acting as a public authority;
- costs incurred during suspension of the implementation of the action;
- in-kind contributions provided by third parties;
- costs declared under other EU grants (including those awarded by a Member State and financed by the EU budget or awarded by bodies other than the Commission for the purpose of implementing the EU budget); in particular, indirect costs if the [beneficiary]/[linked third party] is already receiving an EU operating grant in the same period, unless it can demonstrate that the operating grant does not cover any costs of the action;
- costs incurred for permanent staff of a national administration, for activities that are part of its normal activities (i.e. not undertaken only because of the grant);
- costs incurred for staff or representatives of EU institutions, bodies or agencies;
- [are claimed according to the euro conversion rate referred to in Article 15.6 of the Grant Agreement (— for actual costs);]
- total **receipts** of EUR [insert number] ([insert amount in words]) have been declared under Article 5.3.3 of the Grant Agreement and
- the [beneficiary's]/[linked third party's] **accounting procedures** are in compliance with the accounting rules of the state in which it is established and permit direct reconciliation of the costs incurred for the implementation of the action covered by the EU grant with the overall statement of accounts relating to its overall activity.

[However, our audit opinion is **qualified** for:

- costs of EUR [insert number]
- receipts of EUR [insert number]

which in our opinion do not comply with the applicable rules.]

4. We are qualified/authorised to deliver this audit certificate [(for additional information, see appendix to this certificate)].
5. The [beneficiary]/[linked third party] paid a **price** of EUR [insert number] (including VAT of EUR [insert number]) for this audit certificate. [OPTION 1: These costs are eligible (i.e. incurred within 60 days of the end of the action referred to in Article 3 of the Grant Agreement) and included in the financial statement.][OPTION 2: These costs were not included in the financial statement.]

Date, signature and stamp



Digitally sealed by the European Commission
Date: 2021.09.02 11:55:22 CEST

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