

European
CommissionEUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE and CONSUMERSDirectorate A
Unit A.4: Programme management**GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES****AGREEMENT NUMBER – JUST/2015/RDAP/AG/SEXV/8513**

The **European Union** (hereinafter referred to as “the Union”), represented by the European Commission (hereinafter referred to as “the Commission”), represented for the purposes of signature of this Agreement by Mr Renatas Mazeika, Head of Unit, Directorate-General Justice and Consumers, Directorate A,

on the one part,

and

Instituto Europeo de Estudios en Prevención – IREFREA (European Institute of Studies on Prevention)
VAT: ESG07809445
6, Calle Méndez Núñez
07014 Palma de Mallorca
Spain

hereinafter called “the co-ordinator”, represented for the purposes of signature of this agreement by [REDACTED], **President**

and the following “co-beneficiary(ies)”:

Name	Country
The Centre for Public Health at Liverpool John Moores University (LJMU)	UK
Instituto Europeu para o estudo dos factores de risco e protecção em crianças e adolescentes (IREFREA-Portugal)	PT
The Department of Addictology at Charles University in Prague (CUNI)	CZ

duly represented by the coordinator by virtue of the mandate[s] included in Annex IV for the signature of this Agreement,

hereinafter referred to collectively as “the beneficiaries”, and individually as “beneficiary” for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

on the other part,

HAVE AGREED

to the Special Conditions (hereinafter referred to as "the Special Conditions") and the following Annexes:

- Annex I Description of the action
- Annex II General Conditions (hereinafter referred to as "the General Conditions")
- Annex III Estimated budget of the action and model financial statement (which also includes a summary financial statement)
- Annex IV Mandates provided to the coordinator by the other beneficiaries
- Annex V Model technical report not included. The template will be available on the website of Directorate-General Justice and Consumers:
http://ec.europa.eu/justice/grants/index_en.htm
- Annex VI Model financial statement: included in Annex III
- Annex VII Model terms of reference for the certificate on the financial statements: not included. When required, the terms of reference will be available on the website of Directorate-General Justice and Consumers:
http://ec.europa.eu/justice/grants/index_en.htm
- Annex VIII Model terms of reference for the operational verification report: not applicable
- Annex IX Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex II "General Conditions" shall take precedence over the other Annexes.

SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT MATTER OF THE AGREEMENT

The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled *"StopSV - Staff training on prevention of sexual violence: developing prevention and management strategies for the nightlife workplace"* ("the action") as described in Annex I.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

ARTICLE I.2 - ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION

I.2.1 The Agreement shall enter into force on the date on which the last party signs.

I.2.2 The action shall run for **30 months** as of **15 September 2016** ("the starting date").

ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant shall be of a maximum amount of **EUR 482.055,00** and shall take the form of:

- (a) The reimbursement of **79,98%** of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at **EUR 602.755,00** and which are:
 - (i) **actually incurred ("reimbursement of actual costs") for the direct costs for the beneficiaries**
 - (ii) reimbursement of unit costs: not applicable
 - (iii) reimbursement of lump sum costs: not applicable
 - (iv) declared on the basis of a flat-rate of **6,94%** of the eligible direct costs ("reimbursement of flat-rate costs") for the indirect costs for the beneficiaries
 - (v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable
- (b) unit contribution: not applicable
- (c) lump sum contribution: not applicable
- (d) flat-rate contribution: not applicable

ARTICLE I.4 - ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

I.4.1 Reporting periods, payments and additional supporting documents

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

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- Within 30 days following receipt by the Commission of the signed grant agreement including the mandates, a pre-financing payment of **EUR 192.822,00** representing **40,00%** of the maximum amount specified in Article I.3 shall be paid to the coordinator.
- *Reporting period I* from 15/09/2016 to 14/12/2017:

An interim payment shall be paid to the coordinator in accordance with Articles II.23.2 and II.24.3, subject to the receipt of:

- A request for payment accompanied by an interim report on implementation of the action
- An interim financial statement using the model in Annex III.

The amount due as interim payment shall be the amount obtained by application of the reimbursement rate specified in article I.3(a) to the eligible costs of the action approved by the Commission for the concerned reporting period.

- *Last reporting period* corresponding to the period set out in Article I.2.2: The balance shall be paid to the coordinator in accordance with Articles II.23.2 and II.24.4 following the receipt of a request for payment. The request shall be accompanied by a final report on implementation of the action including copies of all deliverables produced (“final technical report”), a final financial statement and a certificate on the financial statement and underlying accounts in accordance to Annex VII for each beneficiary reaching the thresholds set out in art. II.23.2(d).

These individual reports must be submitted in one paper copy and one electronic version. The interim and final reporting packages shall be considered as submitted only upon receipt of both electronic and paper copies.

I.4.2 Time limit for payments

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

I.4.3 Language of requests for payments, technical reports and financial statements

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

ARTICLE I.5 - BANK ACCOUNT FOR PAYMENTS

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

Name of bank: Banco Mare Nostrum (BMN) SaNostra
 Address of branch: 25, Dragonera, 07014 Palma, Spain
 Precise denomination of the account holder: Instituto Europeo de Estudios en Prevención – IREFREA
 IBAN account code: [REDACTED]

ARTICLE I.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

I.6.1 Data controller

The entity acting as a data controller according to Article II.6 shall be:

European Commission
Directorates-General Migration and Home Affairs & Justice and Consumers
Shared Resources Directorate
Unit SRD.01: Budget, control and ex-post audits
MADO 30/39
B-1049 Brussels
Belgium

I.6.2 Communication details of the Commission

Any communication addressed to the Commission shall bear the grant agreement number and shall be sent to the following address:

European Commission
Directorate-General Justice and Consumers
Directorate A
Unit A4: Programme Management
MO59 04/021
B-1049 Brussels
Belgium
E-mail address: EC-REC-GRANTS@ec.europa.eu

I.6.3 Communication details of the beneficiaries

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

██████████
European Institute of Studies on Prevention (IREFREA)
Rambla, 15 (2-3)
ES - 07003 Palma de Mallorca
Tel: ██████████
Email: ██████████@irefrea.org and irefrea@irefrea.org

ARTICLE I.7 - ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In addition to the provisions of Article II.8.3, the beneficiaries shall warrant that the Union has the rights to:

- communicate the results of the action;
- edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- prepare derivative works of the results of the action;

- translate, insert subtitles in, dub the results of the action in all official languages of the EU and languages of candidate countries;
- authorise or sub-licence the modes of exploitation set out in points above to third parties.

The Union shall have the rights of use specified in the General Conditions and in points above for the whole duration of the industrial or intellectual property rights concerned.

ARTICLE I.8 - SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES AND FINANCIAL PENALTIES

By way of derogation from point (c) of Article II.26.3, the beneficiaries shall be jointly and severally liable for any amount due to the Commission by any one of them which could not be honoured, up to the maximum amount specified in Article I.3. The beneficiaries shall also be jointly and severally liable for interest on late payment, when applicable.

ARTICLE I.9 - ADDITIONAL PROVISIONS ON SUBCONTRACTING

In addition to the conditions set out in Article II.10.2 (d), any intention to subcontract tasks forming part of the action, if not provided for in Annex I, shall be notified by the beneficiary and is subject to prior approval by the Commission.

Unless the Commission expresses its objection within one month from the date of the receipt of the formal notification by the beneficiary - by registered post or by e-mail with delivery receipt, the subcontracting shall be deemed to have been approved.

ARTICLE I.10 - INELIGIBILITY OF VALUE ADDED TAX

By way of derogation from Article II.19.2(h), amounts of value added tax (VAT) paid are not eligible for the activities engaged in as a public authority by a beneficiary where it is a State, regional or local government authority or another body governed by public law.

ARTICLE I.11 - COSTS OF STAFF OF NATIONAL ADMINISTRATIONS

The salary costs related to staff of national administrations or public authorities are eligible to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the project concerned were not undertaken and in accordance with the rules foreseen in the Guide for Action Grants 2015.

ARTICLE I.12 - SPECIAL PROVISIONS ON BUDGET TRANSFERS

By way of derogation from the first subparagraph of Article II.22, budget transfers between budget categories (headings) above 20% of the amount of each budget category (heading) for which the transfer is intended require prior approval from the Commission.

ARTICLE I.13 - SPECIAL PROVISIONS ON THE CONVERSION OF COSTS INCURRED IN ANOTHER CURRENCY INTO EURO

By way of derogation from Article II.23.4, beneficiaries with general accounts in a currency other than the euro shall convert costs incurred in another currency into euro at the monthly accounting rate established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm) applicable on the day when the cost was paid.

Beneficiaries with general accounts in euro shall convert costs incurred in another currency into euro according to their usual accounting practices.

ARTICLE I.14 - SPECIAL PROVISIONS ON CHANGES OF STAFF

The beneficiary shall notify the Commission of any planned changes of staff responsible for the implementation of the action. This notification shall indicate the impact on the estimated budget and shall be sent within reasonable time and, at the latest, within the deadline laid down in Article II.12.3.

Unless the Commission expresses its objection within one month from the date of the receipt of the formal notification by the beneficiary - by registered post or by e-mail with delivery receipt -, the replacement of staff shall be deemed to have been agreed by the Commission.

ARTICLE I.15 - SETTLEMENT OF DISPUTES WITH A NON EU BENEFICIARY

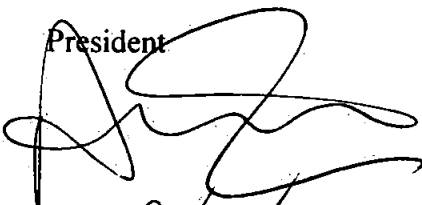
By derogation from Article II.18.2, where the beneficiary is legally established in a country other than a Member State of the European Union (the 'non EU beneficiary'), the Commission and/or the non EU beneficiary may bring before the Belgian Courts any dispute between the Union and the non EU beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. In such case where one party (i.e. the Commission or the non EU beneficiary) has brought proceedings before the Belgian Courts concerning the interpretation, application or validity of the Agreement, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Belgian Courts already seized.

SIGNATURES

For the Co-ordinator



President



Done at 7/07/2016

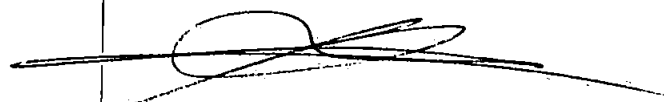
Date: *Blaise de Maeseneire*

In duplicate in English

For the Commission



Head of Unit



Done at Brussels

Date: 05/07/2016



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Annex I

Description of the action

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EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE and CONSUMERS

Directorate A
Unit A4: Programme management

JUST/2015/ACTION GRANTS

ANNEX 1

PROJECT DESCRIPTION AND IMPLEMENTATION

Name of the Applicant organisation	European Institute of Studies on Prevention - IREFREA
Project Title	StopSV - Staff training on prevention of sexual violence: developing prevention and management strategies for the nightlife workplace
Priority reference	Sexual harassment and sexual violence

NOTICE

All personal data (such as names, addresses, CVs, etc.) mentioned in your application form will be processed in accordance with 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. Your replies to the questions in this form are necessary in order to assess your grant application and they will be processed solely for that purpose by the department responsible for the Union grant programme concerned. On request, you may be sent personal data to correct or complete it. For any questions relating to this data, please contact the Commission department to which the form must be returned. Beneficiaries may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time (Official Journal L 8, 12.1.2001).

PART 1 – GENERAL DESCRIPTION OF THE PROJECT AND APPLICANT ORGANISATION

1.1. Summary of the project (max. 4000 characters)

Describe briefly the project's objectives and activities, the type and number of persons who will benefit from the project, the expected results and the type and number of outputs to be produced.

This should be identical to the summary contained in section 4.3 of the *Grant Application Form*.

Note: You are requested to include information under all headings mentioned below and to respect the limit of 4000 characters indicated above.

The general aim of StopSV is to create a dynamic of intertwined actions that:

- Explore the conditions that facilitate and/or promote sexual harassment (SH) and sexual violence (SV) in the night-time economy (NTE): a key workplace and social space for young women;
- Create a system to deconstruct this through community coalitions (CCs) and training for NTE staff to enable them to recognise and effectively respond to and prevent SH/SV.
- Socialize problem and solutions through a dissemination system to raise awareness and engage strategic collectives to ensure programme sustainability after project conclusion.

StopSV develops a set of related actions oriented to have a direct impact on the NTE as a major workplace/social space for young women and common location of SH/SV. The actions promote changes to eradicate SH/SV by impacting on those working in and managing the NTE. Activities are organized around four main areas:

- **Explore and describe SH/SV in the NTE.** Collating knowledge on the problem and evidence on effective preventive interventions and training programmes; developing of a training programme and strategy to prevent SH/SV aimed at staff working in nightlife premises.
- **Change the facilitators of SH/SV in the NTE.** Engaging NT staff and key stakeholders; and training NTE staff (e.g. bar workers, managers, security staff). Research shows that to prevent complex risks such as SH/SV in nightlife a series of transversal, multicomponent actions are required with continuity over time. Project engage CCs to elucidate the problem and potential solutions and guide the implantation of the training programme. CCs will be supported by the project team and contribute to continuity after project conclusion. In the continuum, young prevention professionals and members of NTE staff will pilot the training programme to recognise, prevent and respond to SH/SV. The training will cover the role of staff as both protectors of young women using the NTE and as potential victims themselves within the workplace. After training, this collective will get on-going support through an on-line system that will allow exchange of information and experiences and peer-to-peer learning.
- **Disseminate project objectives and results** as key to ensure StopSV's success and has been planned as an strategic, continuous activity addressing different target groups. The main target audience can be divided in four groups: NTE workforce, policy/decision makers, prevention community and broader community (e.g. students, parents and neighbourhood groups, nightlife clients).
- **Evaluate the overall project and piloting of the training programme** by Experts from LJMU and CUNI will undertake the evaluation, providing insights and informing the development of the project as it progresses.

Persons benefiting from the project: 60 professionals directly related to nightlife management, including representatives from the NTE workforce, public agencies and civil society organizations. 9 young prevention practitioners, with a social, educational or health background, trained to provide support with training and to ensure programme continuity. 180 members of staff working in nightlife premises trained to identify and prevent SH/SV. About 6.000 staff/clients (with special attention to women) working on the premises,

reached or informed to raise awareness on the problem, project objectives and strategies to overcome it.

Expected results: 3 Community Coalitions to effectively address and prevent SH/SV in the NTE as both a workplace and social space for young women, Training for the NTE workforce to recognise, prevent and respond to SH/SV, Manual containing the training programme and instructions on how to establish the community coalitions and protocols, International final conference and two scientific publication.

Outputs: A total of 41 outputs have been foreseen to achieve milestones and objectives: 4 creating basic knowledge, 7 developing the social engineering to combat SH/SV, 3 community coalition active, 2 sets of training, 1 manual, 1 pedagogical set, 11 raising awareness on the problem and the solutions, 1 ensuring sustainability mainstreaming, 18 creating meeting/working means to catalyse networking: protocols, meetings, reports.

1.2. Definition of the problem, needs assessment and objectives of the project

What are the problems and/or the current situation? Which are the needs that the project aims to address?

In relation to these problems and needs, what are the major objectives that the project should attain? Who are the target group(s) of your activities and why were they chosen?

Note:

You are expected to provide here a needs assessment for your proposed activities. Such needs assessment should include relevant and reliable data and should contain a robust analysis clearly demonstrating the need for the action. The applicant can refer to existing research, studies, previous projects which had already identified the need. The needs assessment must make it clear to what extent the action will meet the need and this shall be quantified. You are requested to be specific and focus on the actual needs that your project will aim to address and not limit the analysis to general statements and information about the problems and needs of the target group in general.

Recreational nightlife settings are common locations for sexual violence. The often highly sexualized nature of bars and nightclubs combined with extensive use of alcohol and/or other drugs can contribute to sexual violence (Finney, 2003a). Violence regularly occurs in and around licensed premises and alcohol is a factor in many of these incidents (Graham et al., 1998; Finney 2003b). Licensed premises are also associated with greater frequency of sexual attacks (Combs-Lane and Smith, 2002). For example, evidence from Sweden exploring the environmental context of sexual violence found that incidents of rape in Stockholm were concentrated in areas with bars and restaurants, with over half of all rapes occurring close to an alcohol selling outlet (Ceccato, 2014). Furthermore, alcohol-related sexual violence is more likely to occur in bars and at parties than at home (Abbey et al., 2001). While drinking is often reported in incidents of sexual violence in both the offender and victim, it is rare that the victim is the only person who has been drinking (Abbey et al., 2001; Martin, 1992). Alcohol use is more likely in incidents of sexual violence between people who do not know each other well than intimates and the presence of alcohol has implications on the severity of the sexual violence outcomes (Finney, 2004).

The majority of studies examining levels of sexual harassment or violence have focused on college students in campus universities. These studies report a high prevalence of sexual harassment on campus and show that although sexual violence can be experienced and perpetrated by men and women, victims are mostly women (Abbey et al, 2004; Flack et al., 2007; Cairns, 1994; Emmer-Sommer and Allen, 1999; Equal Rights Advocates, 2010). Fewer studies have measured the level of sexual violence in nightlife settings amongst more general populations. In a recent study of recreational nightlife, carried out in several Southern European resorts among British and German tourists, around 8% of tourists had experienced sexual harassment and 1.5% reported sex against their will (Calafat et al., 2012). In the UK, a recent study of sexual aggression in and around nightlife venues in one city found that almost a quarter of female nightlife users had received unwanted sexual touching (low level sexual assault) on the night they were surveyed (Hardcastle et al, 2015). Similar figures have been reported in Canada (Graham et al, 2014).

Moreover, a report produced by the London Metropolitan Police Service estimates that on average there are a total of 1.125 sexual assaults (including rape) each year involving taxi drivers, an average of 22 sexual attacks per week in London alone. Actual numbers of sexual assault and harassment are likely to be much higher, since in the UK, only around one in ten women who experience serious sexual assaults report it to the police (Home Office, 2013).

This situation which affects both clients and staff (bar staff, go-go dancers and other entertainers) is often hidden or taken as 'collateral damage' becoming part of the inherent risks of partying and having fun. In such a way that reported incidents – such as exchanging oral sex for free drinks as a marketing strategy use by some bars in Magaluf (Majorca) – echoed in British and Spanish press last summer –, act more like an incentive for choosing the place than a deterrent. This highly sexualised context not only broadcasts stereotyping but is also the generator of a powerful technology and culture of sexiness that might facilitate violent behaviours. 'Porno chic' has become a dominant representational practice, the 'girlification' of adult women in media (advertisement, marketing) promotes female children as desirable sexual icons (Tincknell, 2005), and has constructed a new figure to sell to girls: the sexually autonomous heterosexual young woman who plays with her sexual power and is forever 'up for it' (Gill 2007). To a lesser extent in NTE men's bodies are also used to promote sexiness.

This commercially driven nature of sexualisation and women objectification is in general accepted by all contributing actors: NTE and young women and men participating in these environments. Recreational nightlife is the context where sexual expectations are created and sexual encounters constitute part of the anticipated fun. Moreover, sexualisation and gender stereotyping are promoted in this context through music, publicity and images; and the consumption of substances, such as alcohol and other drugs, facilitates lack of inhibition while lowering the level of control, which increases participants' vulnerability especially among women.

With evidence of sexual harassment and violence occurring in nightlife environments, it is important that interventions are developed and evaluated in these settings to prevent and respond to the problem. Across some European cities, local campaigns are emerging and developing to raise awareness of the issues of sexual violence in the nightlife context for both patrons and staff, although the effectiveness of these initiatives is as yet unknown. For example, the Good Night Out campaign in London (UK) works with venues and partners such as local authorities and women's groups to build commitments to supporting nightlife users who have been harassed or feel unsafe into existing policies. Some evidence suggests that third party involvement can play a role in either the escalation or de-escalation of violence and aggression in bars. Although much of this research is focused on male-male aggression (Graham and Wells, 2003), promising findings are emerging of sexual violence prevention through bystander education (Banyard et al, 2007).

The aim of this project is to explore and appraise the prevalence and nature of sexual harassment (SH) and sexual violence (SV) among young women and men (both as victims and perpetrators) in recreational nightlife and create and evaluate a practical tool (a training manual and a strategy) for bar/club managers, bar staff and security staff to help them identify, prevent and reduce this problematic situation in their work environment protecting both clients and staff working on nightlife premises. Training will be piloted in three sites and community coalitions will be established in each site to engage industry representatives and facilitate participation in the trainings. Protocols to support staff and community coalitions in dealing with incidents of SH and SV in nightlife environments and for protecting and supporting victims of sexual assault will be developed.

To foster changes in this recreational nightlife model in order to eradicate the endemic violence surrounding this settings it is necessary to create social consensus and practical tools that can be used by those managing and working on these environments; and new structures that might favour people's changes of attitude. Catalysing work through networks including representatives of the NTE, administrations and social organizations can drive an exponential increase in changes and scale having a big social impact on recreational nightlife environments and the lessons learned will foster networks for change. Partnership, coalitions and networks are often difficult to navigate but they are essential elements to effectively face

complex and endemic problems as SH/SV that demand social involvement in both the definition of the problem and the solutions to confront it.

General objective

To do so, a continuous partnership dynamic will be created and establish to explore and appraise the conditions (symbolical, physical, and managerial) that facilitate and/or promote sexual violence) and generate a system to deconstruct the conditions that facilitate SH/SV in the working place in nightlife settings by engaging NTE agents to foster change.

More specifically, the **strategic objectives** of the project are:

1. To explore and appraise the prevalence and nature of Sexual Harassment (SH) and Sexual Violence (SV) among young women and men (both as victims and perpetrators) in recreational nightlife, identifying relevant personal, cultural and contextual factors.
2. To identify evidence on the effectiveness of training and other prevention programmes related to SH and SV in nightlife environments
3. To develop a training module for bar managers, bar staff and security staff focused on the prevention and management of SH and SV in nightlife settings.
4. To develop protocols and strategic support to link staff and community coalition (CC) in dealing with incidents of SH and SV occurring in nightlife premises and for protecting and supporting victims of sexual assault.
5. To create community coalitions (CC) in 3 strategic EU cities (Palma, ES, Coimbra, PT, Prague CZ), as piloting sites, to explore the topic, facilitate changes in nightlife environments, support the training and develop methods of recording information to contribute to local intelligence and ensure project sustainability.
6. To pilot the training module in three piloting sites to train and engage main stakeholders involved in nightlife.
7. To engage and empower civil society organizations as an active network to raise awareness and strive to prevent SH and SV.
8. To ensure effective internal and external communication and dissemination of the project activities, results and impacts.
9. To maximize exploitation opportunities of the results and training manual throughout and beyond its development.
10. To raise awareness among participants and general public of the risks related to SH&SV as core in nightlife environments
11. To organize a final conference on SH/SV in nightlife settings including partners in the project, coalition members, youth and student organizations and other organizations with an interest in the field to exchange results, best practice and share knowledge and lessons learned in fostering changes in this environment.
12. Evaluation of the training. Develop a system to evaluate and inform the development of the training programme, protocols, content, services, pedagogies and practice to prevent SH/SV in nightlife environment by fostering changes among staff working on premises.
13. Interim and final evaluation of the project. Focusing on all project process including research, components of the programme, and methodology; dissemination tasks; and community coalition system to foster changes in norms and values in SH/SV in nightlife environments. Evaluation will contribute to the progress reports to the development, and a final project evaluation will be completed at the end of the project

Target groups

Young women working in nightlife environments or attending them as clients. About 6.000 youngsters (with especial attention to young women and vulnerable groups) will be reached to raise awareness on the problem, project objectives and strategies to overcome it.

Staff working on premises - Around 180 members of staff working in nightlife premises will be trained to identify and prevent SH/SV in the working environment.

Nightlife agents - Representatives of umbrella organizations including private security agencies; event promoters; owners and managers of recreational premises to participate in the development of the strategy facilitating piloting, training and future implementation of the programme.

Policy and decision makers – To facilitate the establishment of the community coalitions (CC) and foster change ensuring programme sustainability.

Prevention community - Prevention researchers and experts; public health researchers and specialists; prevention practitioners; prevention and harm reduction associations working in the field; to participate in the CC, facilitate dissemination of project findings and results and foster change.

Civil society organizations – Including youth, students and parents associations to raise awareness on the problem and actively engage them in the CC.

Broader community – young people, nightlife patrons and general public to raise awareness on the problem.

1.3. Relevance and justification (max. 4000 characters)

How does your project address the call priority under which you are applying? What is the project's contribution in this area?

What are the innovative aspects of the project?

The project addresses completely the priority of preventing and combating sexual harassment and/or sexual violence against young women (and other vulnerable groups e.g. gay, bisexual, lesbian and transgender groups) by assessing the conditions under which this violence takes place and developing prevention and management strategies for the nightlife workplace to protect those attending recreational nightlife environments either as staff working on nightlife premises or as clients participating on these party environments.

Project contributes in raising awareness on the problem to the general public by engaging those more directly related. Participation of those collectives will facilitate the implementation of innovative solutions taking into accounts the needs of each group involved. The community coalitions will constitute the pillars of a broad prevention strategy ensuring sustainability to foster environmental and behavioural changes.

Capturing the situations and conditions that might facilitate sexual harassment and sexual assault it is not an easy task since there are a lot of cultural traits and personal behaviours involved. In any case, all the teams in the partnership have extensive complementary experience in the field to achieve the expected outcomes. Moreover, NTE managing those environments is well aware of the facilitators using them as a marketing strategy; therefore, industry representatives present the capability to act as preventive agents and key partners, along with civil society organizations, on the development of this complex process.

Key factors to address are:

- Promotions with sexist symbol embedded messages that promote the transgression of norms (via dance styles, clothing, interactions, alcohol and drug use) encouraging dishonest interaction behaviours and power relations between sexes.
- Physical context that might facilitate sexual violence (unsupervised or facilitated dark rooms or hidden corners, parking lots, taxi ranks, etc.)
- Training of staff to create healthy and safe environments through the implementation of formal and informal norms to ensure safe interactions among staff, patrons and between clients and staff.
- Developing harm reduction strategies to enhance the protection of the most vulnerable clients (drunk people, women departing the premises alone, and other vulnerable groups)

This project is innovative in several ways:

It will increase knowledge and raise awareness of this under-researched issue on sexual violence in nightlife, a hidden problem with profound adverse effects. The vast majority of existing prevention efforts fail to consider recreational nightlife as an increasingly 'educational' context where young people learn values from the practices they and the people working on those environments carry out. Knowledge will include the negative impacts on patrons of the NTE and the economic impact of SH/SV on reducing patronage especially by women

It addresses the prevention of SH/SV through the development of community coalitions to sensitize and engage industry representatives in prevention in order to reverse trends on both management and staff of nightlife premises while offering them training, tools and legitimacy to fight SH/SV.

The strategy and training materials also aim to convey to the policy makers, to support them on in understanding and why they would benefit from supporting prevention, and health and support services dealing with victims of sexual assault; as well as to raise awareness among the general public and more specifically among youngsters frequenting party environments.

Providing a gender perspective on nightlife management to sensitize both nightlife managers and customers raising awareness on the problem and facilitating in a more consistent way the implementation of community strategies to increase the sensitivity of the media and advertising industry by involving relevant actors.

1.4. Expected results (max. 4000 characters)

What are the expected results of the project? Who will benefit from these results and how?

How will the target groups of the project benefit concretely from the project results and what shall change for them?

How will these results contribute to achieving the objectives of the call priority under which you are applying?

Note:

Results are immediate changes that arise for the target groups after the completion of the project (e.g. improved knowledge, increased awareness).

Results must be distinguished from outputs, which are produced with the resources allocated to the project, e.g. training courses, conferences, leaflets.

The main result of this project would be to increase the ability of the participating target groups to detect and decode sexual harassment and sexual violence embedded in nightlife practices and to involve more participants in the implementation of a strategy and a training to prevent and combat it in the NTE context.

More specifically, the project will create a multi-sectorial community coalition in each of the three piloting sites as a social tool to be used and adopted by the corresponding administrations. This coalition will facilitate the collation of data, improving knowledge on the problem and contributing to local intelligence as well as to engage further involvement of NTE representatives and civil society organization for active participation and project sustainability. A total of 60 stakeholders (20 per pilot site) will be linked. Once trained, these stakeholders will play a key role in the implementation of the strategies to prevent sexual harassment and sexual violence at community level while raising awareness among the general public both on the problem and the strategies developed to face it.

Between 9-12 coaches and about 180 staff members will be trained. Coaches will perform as a first seed to train others in preventing, detecting and combating sexual harassment and sexual violence in nightlife settings, acting as consultants during and after project conclusion, to inform and support trainees and members of the established coalition along the project. Among trainees, knowledge on the nature and extend of sexual violence in nightlife and intervention techniques to prevent potential incidents will be increased; in the meantime, social norms to combat SH and SV will be promoted and awareness on the potential signs of victimization in nightlife settings raised. Protocols will be developed to set out key steps for this staff in order to improve their capacity to protect victims, preserve evidence and share intelligence for future prevention. Once piloted the training manual developed will be a first attempt of a training course and strategy to prevent and combat sexual harassment and sexual violence among at EU level. Prevention information elaborated will take into account cultural/national particularities to promote knowledge exchange and dissemination of efficient models through European cultures, also a priority of the EU drugs plan.

Awareness on sexual harassment and sexual violence will be raised around 6.000 youngsters participating recreational nightlife contexts. A leaflet to be distributed within that context will be produced and distributed underlining the most relevant project findings and providing useful information on what to do if problems arise. Dissemination on the problem and strategies to face it will also be carried out through youth organizations and students associations.

Two scientific publications will be prepared for publishing and an international conference held to present project findings and results and raise awareness on the problem and strategies to prevent them among experts and professionals working in the field and related stakeholders and policymakers. All project products and results will be made available through the project partners' websites.

The project, along with EU policy priorities, aims to involve civil society in violence prevention tasks. The field of SV has been poorly studied, developed and evaluated in Europe although it is of significant importance. Visibility and prevention are both key factors on the success of healthy lifestyles for young people, and the project will address both while trying to achieve it through the establishment of social formal and informal norms rather than through solely the implementation of legal norms.

1.5. European added value (max. 2000 characters)

What is the project's added value at European level?

How will you ensure that the project methodology and/or outputs and/or results will be transferable at European level?

Note: European added value of actions, including that of small-scale and national actions, shall be assessed in the light of criteria such as their contribution to the consistent and coherent implementation of Union law, and to wide public awareness about the rights deriving from it, their potential to develop mutual trust among Member States and to improve cross-border cooperation, their transnational impact, their contribution to the elaboration and dissemination of best practices or their potential to contribute to the creation of minimum standards, practical tools and solutions that address cross-border or Union-wide challenges.

The development of safe nightlife environments is a concern and a growing priority throughout Europe. Night-Time Economy (NTE) constitutes one of the most widespread social, cultural and economic realities across EU; is part of the new urban economy, promoted and transmitted by recreational and alcohol industry, student

exchange programmes, recreational tourism, media and social networks. Provided the central role played by NTE in the shape of youngsters' values and lifestyles; to address sexual harassment and sexual violence embedded in this context is a task that must be addressed with a sense of perspective, at European level, and looking for the involvement of the industry.

All the cities selected for piloting (Prague, Coimbra and Palma) offer a vibrant recreational nightlife that attracts local and national youngsters as well as tourists and exchange students from other European countries, which intensifies the interaction of youngsters with different recreational habits and cultural backgrounds facilitating the comparison between behaviours and expectations. As well as allowing the comparison among different NTE regulations and the incorporation or adoption of normal and informal norms and trends across countries.

The strategy and training programme will be piloted in: i) a Mediterranean destination with an established and vibrant NTE that attracts local and national population and is one of the most popular tourist destinations among European youngsters; ii) a former Easter state country where NTE has emerged as a powerful youth destination both for youth tourists and students; and iii) an Atlantic destination consolidated as a student destination where the desire to engage in nightlife breaking the rules is growing. The results of this piloting will facilitate the comparison and transferability of the outputs (community coalitions and strategy) and products (manual and training tools and protocols) to similar realities across Europe.

1.6. Methodology

Outline the approach and methodology. Explain why this is the best approach to attain the objectives and the proposed results.

Explain the structure and complementarity of the workstreams (see part 2 of this document).

The methodology proposed for achieving the project objectives and results is developed in five workstreams:

- **WS0** concerning coordination and management (to ensure good project leadership and administration). This WS will be active along programme development (**M1-M30**)
- **WS1**. Literature review and creation of the training intervention manual (**M1-M15**)
- **WS2** Development of the pilot implementation of the interventions in three strategic countries with vibrant nightlife contexts (**M4 – M28**)
- **WS3** Dissemination of the activities and results (**M4 – M28**)
- **WS4** Evaluation of the general programme & evaluation of training programme and piloting (**M4-M26**)

WS0 – M1-M30

The aim of WS0 is to organize a controlled project environment to ensure a robust project governance, management, analysis, planning and implementation of the activities. Key activities in this WS include:

- Establish and agree (meeting 1) a Project Management and Financial System (**M4**)
- Conduct regular strategic reviews on the progress of the project
- Establish a strategy and fluid communication with a designated member of each team for coordination tasks.
- Facilitate an open, critical and transparent communication between team members to allow to surface contingencies and potential solutions and build sense of confidence between members.
- Organize three strategic meetings (**M4-M16-M28**) to facilitate coordination and other strategic aims such as dissemination and evaluation activities and enhance the participation of community coalitions working in the project.
- Produce an interim Annual Report (**M17**)
- Produce the Final Evaluation Report (**M30**)

WS1 – M1-M10

This WS has two interconnect parts, one oriented to explore the problem and to the other one to create the solutions.

A **systematic literature review (M1-M4)** will be undertaken of academic and grey literature to identify evidence on existing staff training programmes focused on sexual violence prevention and broader strategies to address and prevent sexual violence in nightlife environments. The findings from this review will be used to inform the development the training module, the protocol and the implementation support included in the final manual (M4-M6). **Partner 1 (LJMU)**, responsible for the literature review, has established search strategies that can be adapted to meet the needs of the project, along with extensive experience in violence prevention in nightlife that will facilitate the literature and interventions search.

All teams will participate in the grey literature search at local/national level to unveil needs assessment, identify evidence one existing training programmes or strategies to address and prevent SH and SV in nightlife in each pilot site.

Development of the training intervention manual (M4-M10). **Partner 2 (IREFREA-PT)** team has established expertise in staff training and will contribute in the development of the training module and the protocol that will constitute the core of the manual (M4-M10) and contribute with their support to the implementation.

A training module on preventing and managing sexual violence in the workplace will be developed for staff working in nightlife environments. The module will be designed for use as both a standalone intervention and part of an existing nightlife training programme developed through previous European funded research (Club-Health, 20081211-EAHC)

The module will use a range of approaches to:

1. Educate staff about the nature and extend of sexual violence in nightlife
2. Help staff create nightlife environments that do not tolerate sexual violence and promote social norms to this effect
3. Raise awareness of the potential signs of sexual victimisation in nightlife settings
4. Teach intervention techniques to prevent potential incidents of sexual violence
5. Provide key steps for staff to take upon witnessing or being informed of an incident of sexual violence
6. Support staff in partnership working with police, local authorities, victim support services and other partners within their local communities.

A set of protocols will be also developed to set out steps that staff working in nightlife environments can take upon witnessing or being informed of an incident of sexual violence in their workplace. Whilst processes for engaging with services will vary across countries, the protocols will focus on key principles that should be followed to protect victims, preserve evidence and share intelligence for future prevention.

A manual will be developed incorporating the training module, protocols and implementation advice for local authorities.

The work developed under WS1 will be the strategic and scientific framework informing WS2, oriented to the interaction of participants from different sectors and backgrounds in working coalitions oriented to change the conditions to avoid sexual harassment and sexual violence in the recreational nightlife context.

WS2 - M4-M28

WS2 will build the three social and educational environments (community coalitions, staff training, and online support) that will support this intervention working in close interdependence. WS2 is also key for programme sustainability.

A set of 4 protocols will be produced (M4) to facilitate the development of planned actions in each pilot site, and collect field work experiences. Protocols will help organize three main activities: i) establishment of the community coalitions (CC); ii) coach training; and, iii) staff training. They will be presented to all partners during Meeting 1 (M4) for consensus.

Community Coalitions (CC) will be established in each pilot site (M6-M28) as a networking tool to integrate key players and agents to promote and boost the pursued changes. This CC will include policy and decision makers, representatives of the prevention community, night-time economy representatives, and civil society representatives including youth, students and family organizations. Each CC will integrate between 20-30 participants and will hold face meetings at least 5 times during project development (around month 6, 12, 18, 20 and 28). The goal for the CC is to keep them active beyond project conclusion to continue implementing actions and improving developed strategies. Between meetings, CC members will keep active through on-line groups. A communication and interchange of information system will be established to ensure collation of products, findings and news from all partners and CC members. Data and experiences collected across participant countries will be made available to the partnership and discussion groups facilitated to address particular issues of interest.

Two members from each CC will be invited to meet with the other participants (Meeting 2 & 3). These meetings will also be attended by the local members where each meeting takes place (Prague and Palma). Meetings will offer the opportunity to know the other participants from the European partnership and share experiences from the implementation in each pilot site. Currently Applicant (IREFREA-ES) is leading a CC in the Balearic Islands on nightlife management issues. The experience and lessons learned during these three years of work (social and marketing strategies) and the work undertaken to manage a complex network will be shared and discussed for transference within the partnership in each pilot site.

CC will be the pillar for the development of the staff training programme. CC members will contribute helping to organize the training groups in each pilot site, according strategies and acting as social agents to promote training and ensure its success. Data and information on sexual harassment and sexual violence will be collated at international and national level, as well as formal and informal norms in regards to nightlife management. Then, a protocol will be developed (M4) based on the analysis of the information collected and presented to the CC members. Relevant data will be discussed as a waybill for working up solutions together. CC will also be the instrument to ensure network and project sustainability, facilitating a coordinate work between recreational industry, police and prevention and health services, able to prevent and intervene when problems arise.

Training of coaches and bar staff will be held in each pilot site (M5-M15). Project partners will support the CC members and prepare the conditions to undertake the trainings. Visual and practical training materials will be prepared to facilitate group dynamics and understanding of the information.

A group of 6-9 coach/instructors will be linked and trained as facilitators in the training groups (M10-16). These coaches, with a social/pedagogic background and interest in nightlife prevention, will act as enablers to facilitate peer-to-peer approaches. This group of coaches will be trained so that they can, along with project trainers from the partners' teams, modify and improve trainees' practices. Coaches should be able to recognize the role of emotions in learning, and learn effective techniques for personal and social development. It is important to state that this training model places less emphasis on the storage of information placing its focus on enhancing critical thinking, problem solving, innovation and creation. The coach training will include:

- Problem analysis
- Goals pursued
- A detailed description of the activities to be conducted in the staff training
- Roles and responsibilities for carrying out the assigned tasks
- Schedule and timing for the intervention to take place

- A sound knowledge of the manual (training module and protocols)

Training methodology aims to help trainees clearly identify what they already know, what they need to know, and how and where can they access the right information to capture and manage sexual violence.

The training module (six units) will be implemented three times in each pilot site (M 16-M 20). For the implementation of the six units a total time of 25 hours training has been foreseen: 20 hours of class training and 5 hours of online personal and group support. A maximum of 20 trainees will undertake each training, and sessions will be organized according to groups' situation and needs. After the classroom training each team will offer educational and follow-up support to the trainees and the establishments they work for to ensure action implementation.

Some strategies that have shown good training results include:

- ✓ **Keeping the training real.** Training should begin with a dynamic presentation and a significant ice-breaker so that all participants feel warmly integrated into the course. In order to establish quality engagement, objectives should be real and show benefits for all participants. Training must be carefully planned to allow a clear formulation of the learning goals.
- ✓ **Training must be unique.** The process of personal construction of reality involves cognitive as well as emotional elements emotional (e.g. interests, emotions, self-concepts, and anxieties) and moral values and norms; these act as potential activators or inhibitors of the process. Therefore training must have meaning for each trainee, taking into account their own reality, and designed to respond to their individual needs.
- ✓ **Rich, multisensory training.** Methodological requirements are considered essential for the renewal of educational practice. Thus the development of clear lines of communication between professionals is essential to encourage explanation, debate and confrontation of their own ideas as well as exploration of the wider implications. Training must promote awareness on sexual violence, offer alternative paradigm of interrelation in nightlife logic, promote a critical analysis of the trainee's cognitive processes and allow subsequent restructuring. Educational technologies (graphic materials to be created) must therefore be based on activities that should be viewed as personal experience by the trainees. These must include problem-solving activities enabling: i) development of the predictive power of the resolution strategy and the construction of a number of possible solutions to face a given problematic interrelation; and, ii) the comparison, review and selection of alternatives considered acceptable by the group (including the trainer).
- ✓ In training activities '**role-playing games**' are an effective method of increasing awareness, enhancing the participants analysis of field situations, and familiarising participants with the roles, aims, perspectives and positions of people whom they will meet in the field. Through role-play, participants can experience and explore the feelings and potential outcomes of a personal, social or professional situation without suffering the actual consequences. Within role-playing training activities knowledge absorption is faster, more concentrated and complete. Coach members will be active in this dynamics. Participants should know how to work in small groups and be familiar with multi-step decision-making.

On-line support for trainees and peer to peer strategies (M16-M28).

Training pursues to promote the creation of meaning, and this is a process that takes time. The training module will be a place to share information, solutions and create a new paradigm on gender relationships in nightlife environments. But after the training module trainees will need support to be actively constructive in their workplace. The on-line groups will offer a dynamic site to share experiences and resources among all actors and factors involved in the process. This view of learning is supported by the fact that practical information is nowadays easily accessible; there is no need for all information to be stored by every person. Moreover, in educational terms, we know that we learn from each other, and that everyone can contribute and share if

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creating the right conditions. On-line support means a new way of educating and training using peer-to-peer strategies that foster this exchange of knowledge.

WS3 – M4-M28

WS3 will focus on developing the necessary social communication, dissemination and exploitation systems of products, processes and mechanisms to ensure effective internal and external communication and dissemination of the project activities, results and impacts.

Main target group for dissemination will be the community coalitions' members' network, staff working in nightlife and young people. Special emphasis will be placed on involving authorities at national, regional and local level, prevention experts and practitioners, public health researchers and specialists, as well as policy and decision makers and other stakeholder from the night-time economy, civil society organization and public bodies.

Project communication of results will be carried out through means of presentations at meetings, final conferences and related local events, through coalitions, publications and reports made available through the IREFREA website, e-newsletters and leaflets (in paper and electronically delivered to targeted audiences), and two publications in scientific journals. Project communication will also take place during meetings and conferences including existing networks.

Dissemination is understood a transversal activity along StopSV project development and includes several strategies:

- **The incorporation of night-time economy and other industry stakeholders as protagonist in the mission of eliminating SH/SV in the nightlife context.** Raising awareness about this problem might suppose a threat for the recreational industry. However, the project will allow the industry to participate from the very beginning in the design and implementation of strategies to prevent and manage sexual violence, enhancing their image by protecting staff and clients' health and safety.
- **Sensitizing civil society organizations and the general public.** Family, youth and student organizations must be aware of the problem and have to be involved as an active group working towards prevention and advocating for actions to be implemented to prevent and combat the problem mitigating risky situations and their consequences.
- **Creating dissemination materials to promote the programme.** A programme logo will be developed and used in all materials and products elaborated by the project. Logo will be also integrated in applicant and partners websites and in all dissemination materials produced: project postcard and leaflets, newsletters, manual, presentations and reports.
- **Five e-newsletters will be prepared and e-published and disseminated along project development.** Target group will include members of the coalition and their networks, coaches and trainees, and researchers and policy makers at EU level to raise interest in the project and the strategy to prevent and combat sexual harassment in nightlife settings. Newsletters will contain information on evolution of the project and outcomes, and will also serve to promote meetings, workshops and conferences. Newsletters will be freely downloadable from the IREFREA website.
- **All information will be included in IREFREA's and other partners' websites.** All materials produced and information collated will be made available. Presentations of the project, reports, activities undertaken, news, conferences and trainings will be also announced through the websites.
- **Organization of three local presentations and a final dissemination conference** to socialize the problem and the strategies oriented to solutions.
- **Participation in social and scientific arenas.** About 12 presentations (3 in the pilot sites and 3 in international events at EU level) are planned to be made.
- **Two scientific publications** derived from the work carried out under WS1 and WS4 are foreseen to prepared and submitted to peer-reviewed journals for acceptance.

WS4 – M4-M30

The StopSV project will undertake two distinct evaluations: i) Overall project evaluation; and, ii) Piloting and implementation evaluation.

1. Development of an overall project evaluation (process evaluation)

Methods include an Evaluation Plan (process, outputs, indicators and results) (M4). Based on the European standards of evaluation an evaluation plan will be established at the beginning of the project to ensure systematic monitoring/evaluation.

Development of the programme evaluation tools (M6) for each WS and the project as a whole will be evaluated against pre-defined objectives.

Internal process evaluation - Questionnaires will be emailed and filled out by all partners. A variety of data resources (documents, protocols, questionnaires etc.) will be used and analysed for the purpose of evaluation. Extensive communication (primarily via e-mail), networking and discussion between the partners will be supported to aid the evaluation process.

Systematic collection of information. The evaluation will be undertaken through analysis of meeting notes and minutes, review of the project deliverables, questionnaires and interviews with the project partners and assessment of national data collected in different WS. The evaluation will assess the extent to which the specific objectives of the project have been met and the deliverables delivered in a timely manner and with the extended quality.

All information will be documented and analysed in a final report.

The analysis of all relevant resources will be summarised in an evaluation report. The final project evaluation report will also provide information on the project development as well as on the main activities undertaken and including lessons learned.

2. Development of an evaluation for the piloting (results and impact evaluation)

Establishing an Evaluation Plan (specific for training staff module and coalition development). To assess the views and involvement of the partners participating in the WS2 (coalition and training) different evaluation questionnaires will be developed. The questionnaires will explore how participants experience the training, the activities and the programme.

Measurement of project indicators. This evaluation will be based on the strict accomplishment of the objectives and deliveries. The responsible partners will document the process and progress of their WS2 and collect relevant data for the evaluation in a systematic manner throughout the duration of each WS. At the end of every WS the responsible partner (and the staff involved) will be questioned concerning the stated objectives and expected results. The responsible partners will be provided with a link to an e-questionnaire that they will fill out the questionnaire and return to the coordinator of this for analysis. A short report will summarise the results in each city. Evaluation will need one local professional working specifically in the courses, collecting qualitative and quantitative data, transforming this data in structured system to permit analysis and comparison between 9 courses (from 3 countries). This exploration will allow the identification of any potential problems which may / have impeded to get the objective on SH prevention.

Development and implementation of the evaluation - Questionnaires will be issued to training participants prior to the start of the training that measures their knowledge of sexual violence, their attitudes towards it, their views on their role in prevention and their confidence in intervening to prevent it. These questionnaires will be completed a second time after the training has been completed, along with questions on their views of the training programme. Participants will be contacted by email three months after the training programme and

asked to complete an online version of the questionnaire again, accompanied by questions on their use of the techniques and protocols since participating in the training. Data from the questionnaires will be analysed to identify changes in knowledge, views and action.

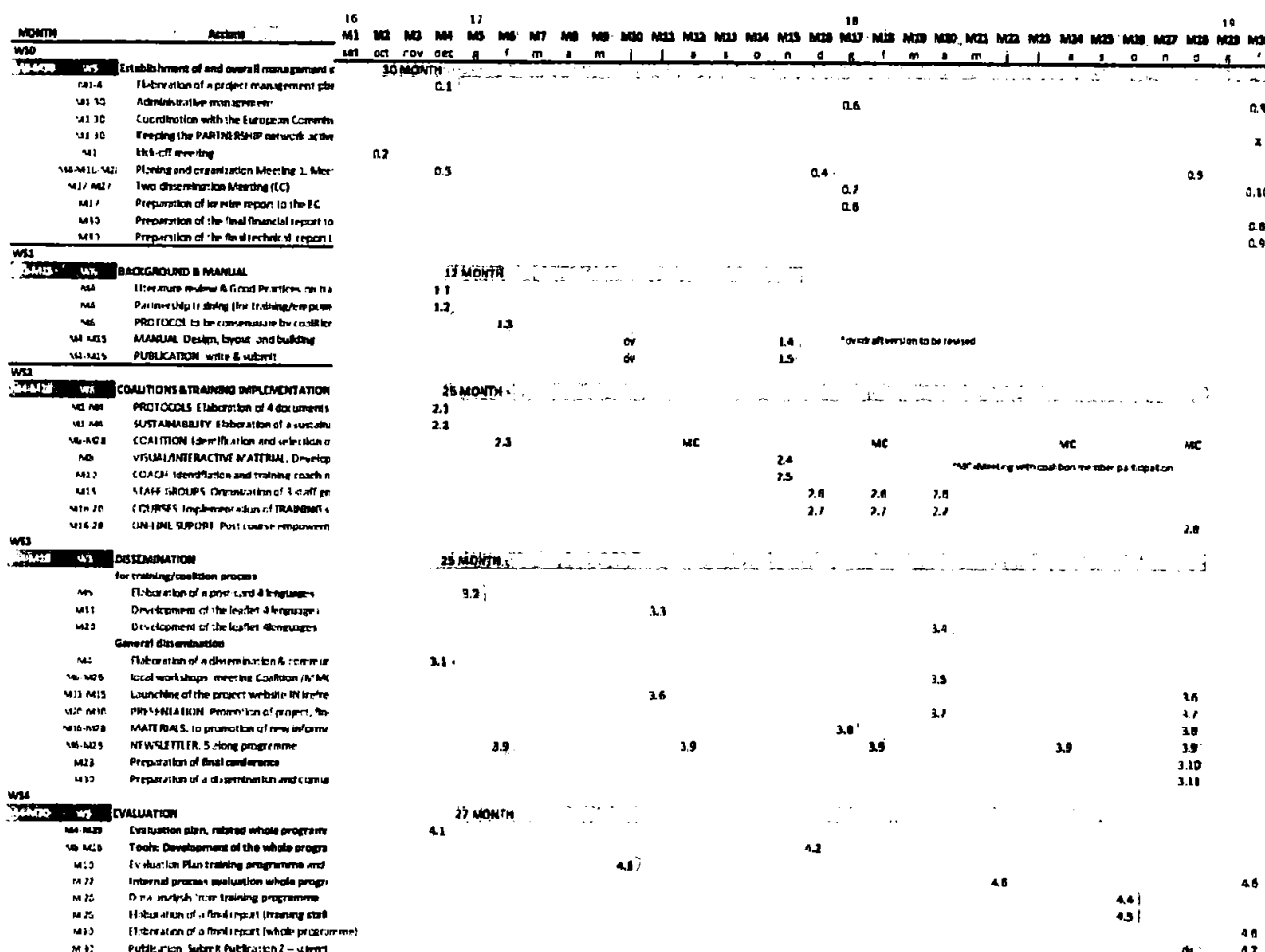
Where possible, data on sexual violence will be collected from police and victim support services for before and after the intervention to identify any trends in reports and incidents of sexual violence.

In all pilot sites, managers from participating bars/clubs will be interviewed prior to their staff participating in the training programme and three months afterwards to obtain qualitative information on the impact of the training programme and implementation of the protocols.

Two evaluation reports will be prepared (M20-M 28). Results will be shared within the partnership and presented in meetings and social events as described under WS3.

1.7. Timeline by workstream (max. 2000 characters)

Provide in a structured manner the timing of the activities per Workstream by using, for instance, a Gantt chart.



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1.8. The partnership and the core project team (max. 4000 characters)

Describe the partnership of organisations implementing the project (applicant, partners, associate partners). Explain how the partners and associate partners were selected, and why this partnership is suited to attain the objectives of the project. Describe the value of the partnership, its strengths/weaknesses, the organisational arrangements within the partnership and how you will ensure coordination within the partnership.

List and introduce the persons forming the core project team. The CVs of the key project staff members (e.g. project manager, financial manager and the key experts) must be annexed to the application.

The partnership shares a broad experience in nightlife issues including gender violence and youth violence, has a long and sturdy working relationship on research projects and other initiatives (EU-SPR, SPAN, Club-Health conference), and its members complement each other on the whole spectrum of project development.

IREFREA is one of the oldest European professional drug networks. The areas covered by IREFREA include alcohol and drug prevention (research, evaluation, and programme implementation) and its members are very active in professional and scientific arenas such as EMCDDA and NIDA. IREFREA has also organized many European conferences and has lead or participated in more than 25 research projects at European and national level in relation to prevention. IREFREA's Spanish and Portuguese teams have excelled in research achievements and social impact in the prevention of youth risk factors including youth and gender violence. Teams have extensive experience in training and empowerment of civil society organizations. Applicant coordinates at present a platform, as a working tool at regional level to ensure safe and safety in recreational nightlife, including administrations and public agencies, night-time economy representatives and civil society organizations. The extensive knowledge collated along its development will be the seed on the constitution of community coalitions in each project pilot site.

The Centre for Public Health at Liverpool John Moores University (LJMU) is a vibrant research community working to deliver health and inform policy at local, national and international levels. It specialises in applied research, systematic literature review, evaluation of prevention programmes and the development of public health intelligence on alcohol and drug use, violence, sexual behaviour and exploration of the effectiveness of interventions to prevent harm in drinking environments. The CPH is a WHO Collaborating Centre for Violence Prevention, including gender violence and youth violence, with a particular interest in violence occurring in nightlife environments and a broader research expertise focusing on alcohol and drug user, risky sexual behaviours and safer nightlife environments. The CPH co-hosts the UK focal point to the EMCDDA.

The Department of Addictology at Charles University in Prague (CUNI) has wide experience with quantitative and qualitative research in the field of substance abuse. The DA is experienced in leading projects, their implementation, evaluation and dissemination. It actively collaborates with The Czech National Monitoring Centre for Drugs and Drug Addiction and participates in national and international research projects. The DA has a specialized section for law and criminology with extensive experience on surveys of criminal victimization and crime measurement.

A partnership agreement will be issued and signed among partners and WS leaders appointed. WS leaders will oversee project progress ensuring continued communication with project coordinator. A joint communication strategy among partners will be set up via email to ensure all content and management issues circulate among the partnership. Decision making will be stimulated by the coordinator and mechanisms will be established to identify potential problems and manage them at their earliest point.

Amador Calafat – Project manager. Has lead over 15 research projects (at EU and national level) and maintains an extensive research portfolio on youth substance use and related risks including sexual violence.
Mark Bellis – Scientific advisor. Founder and SC member of the Violence Prevention Alliance, has published over 160 academic papers and more than 200 applied public health reports on safer management of nightlife,

relationships between alcohol and violence and the prevention of sexual, youth, intimate partner and other types of violence.

██████████ – Financial Mgr, Coord. WS2. Broad expertise in project coordination including research and financial management.

██████████ – Coordinator WS1. Her expertise includes research design, epidemiology, evidence review and programme evaluation.

██████████ – Coordinator WS3. Extensive training and dissemination expertise.

██████████ – Coordinator WS4. Key qualifications in evaluation (normative, formative; preparation, process, outcome, impact)

1.9. Subcontracting (max. 2000 characters)

If applicable, explain the reasons for any subcontracting in your project.

Note: On the definition of subcontracting please read carefully section V.1.5.3 of the Guide for Action Grants.

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1.10. Monitoring of the project implementation; risks and measures to mitigate them (max 2000 characters)

How will you ensure that the project is implemented as planned and what methods will you use to monitor its progress?
What are the potential risks and what action do you plan to undertake to mitigate them?

The project Coordinator will be responsible for the overall management and supervision of project implementation and monitoring. This task will be complemented by the tasks undertaken under WS4 (evaluation). PERT/CPM techniques will be used to plan, schedule and monitor activities and implementation: network, events, activities, outcomes and results and make all necessary adjustments. A regular communication strategy (email, conference calls) will be established among partners to detect potential deviations and solve overcoming issues. Financial management will be maintained via computerized and manual systems, and monitoring of income and expenditure will be reported on a quarterly basis. Progress reports will be completed by required dates, and an interim and final project evaluation will be completed at the end of the project.

Due to the variety of actors to participate in the community coalitions and trainings, divergent interests might arise and focus of the collaborative action may not achieve an optimal result. Clear guidance for close cooperation within the consortium will be sought to guarantee optimal support and stakeholders' involvement in the context of dynamically evolving implementation strategy in each pilot site.

Research shows that NTE collaboration can sometimes be difficult. To overcome this difficulty several strategies will be implemented:

- Recreational nightlife umbrella organizations will be contacted in early project stages for project dissemination and involvement of bar/club managers.
- Meetings will be held with managers of selected premises and arrangements set to ensure their participation (managers/staff) during training and project development.
- Staff training will be simple, useful, and focusing on the real needs of managers/staff working on the premises; mechanisms will be established to ensure their educational goals are fulfilled and the information collected goes 'upstream' and is used to inform strategy development.

1.11. Evaluation of the project activities, outputs and results (max. 2000 characters)

How will the project activities, the outputs and the results be evaluated, and by whom?

Explain which quantitative and qualitative indicators you propose to use for the evaluation of the reach and coverage of

II. Output(s) of this workstream

List the outputs to be produced by this workstream.

Outputs of your planned activities can be **Intangible** (conferences, seminars, training sessions, meetings, interviews, etc.) or **tangible** (manuals, reports, leaflets, website, training material packages, books, etc.).

Give factual and quantitative data: e.g.:

- X regional seminars; X participants, in X country.
- title of publication, type of publication (brochure, manual, flyer, book, training material, etc.) language, format (electronic/printed), number of pages, number of copies.

No.	Output	Factual and quantitative data	Target group
0.1	Project management plan	Internal document	0.1 all Partners 0. 2 Applicant
0.2	Kick-off meeting	2 persons to Brussels	
0.3	First meeting held (Liverpool)	13 partners-members working X 3 days & receiving training in strategies from UK members experts in staff training	
0.4	Second meeting held (Prague)	13 partners-members + 8 coalition members working together X 3 days	0.3-0.5 all partners + members of coalition
0.5	Third meeting held (Palma)	14 partners- members + 10 coalition members working together X 3 days	0.6-0.10 all partners involved
0.6	Interim technical/financial report	In English (only for partners and CE)	
0.7	Dissemination meeting 1 (EC)	1 person X 1 day to Brussels	
0.8	Final technical report	In English (only for partners and CE)	
0.9	Final financial report	In English (only for partners and CE)	
0.10	Dissemination meeting 2 (EC)	1 person X 1 day to Brussels	

> Workstream 1: Title: Background and Training Manual

Duration in months: 12M (M4-M15)

Leading partner: PARTNER 1- LJMU

I. Objective(s) of this workstream

- To explore and appraise** the prevalence and nature of Sexual Harassment (SH) and Sexual Violence (SV) among young women and men (both as victims and perpetrators) in recreational nightlife, identifying relevant personal, cultural and contextual factors.
- To identify evidence** on the effectiveness of training and other prevention programmes related to SH and SV in nightlife environments
- To develop a training module** for bar managers, bar staff and security staff focused on the prevention and management of SH and SV in nightlife settings.
- To develop protocols and strategic support** to link staff and community coalition (CC) in dealing with incidents of SH and SV occurring in nightlife premises and for protecting and supporting victims of sexual assault.

II. Description of the work (activities)

Be specific, give a short name for each activity, number them and describe them briefly.
Indicate for each activity the partner who will be responsible for its implementation.

No.	Name and description of the activity	Partner
1.1	Literature review - A systematic literature review will be undertaken of academic and grey literature. The LJMU team responsible for the literature review have established search strategies that can be adapted to meet the needs of the project and broad familiarity with	LJMU with collaboration all partners

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	violence prevention and nightlife focused literature that will facilitate the implementation of this part of the project. All partners will collaborate in collect information from own countries.	
1.2	To identify evidence on existing staff training programmes focused on SH&SV prevention and broader strategies to address and prevent sexual violence in nightlife environments (NL).	LJMU +IREFREA-Port
1.3	Development of a training module - A training module on preventing and managing SH&SV in the workplace will be developed for staff working in nightlife environments.	LJMU +IREFREA-Port
1.4	Development of a manual – A manual will be developed incorporating the training module, protocols and implementation advice for local authorities.	IREFREA-Port + LJMU with collaboration all partners
1.5	Training of the members of the partnership – During the first meeting experts on detection/intervention of SH & SV in NL environments (Member of LJMU) and staff training (members of IREFREA-PT) will train members of the other teams to ensure understanding of and compliance with the protocols to guarantee standard implementation across pilot countries.	IREFREA-Port + LJMU

III. Output(s) of this workstream

List the outputs to be produced by this workstream.

Outputs of your planned activities can be **Intangible** (conferences, seminars, training sessions, meetings, interviews, etc.) or **tangible** (manuals, reports, leaflets, website, training material packages, books, etc.).

Give factual and quantitative data: e.g.:

- *X regional seminars; X participants, in X country.*

- *title of publication, type of publication (brochure, manual, flyer, book, training material, etc.) language, format (electronic/printed), number of pages, number of copies.*

No.	Output	Factual and quantitative data	Target group
1.1	Report on systematic literature review / Good practices	50 pages in EN available online (website)	Partners and Community Coalition (CC)
1.2	Partners trained on SH/SV strategies Protocol.	Transference of knowledge between partners available online (website)	Staff in NL members Partnership
1.3	Pedagogy set for training staff agreed by coalition	25 pages in EN and translate 3 languages available online (website)	CC + Policy makers
1.4	Manual for training staff with complementary and pedagogic material	50 pages in EN and translate 3 languages + SH-SV specific strategies to add staff training by experts in NL (Night-Life) available online (website)	CC + Policy makers
1.5	Publication submitted 1	Scientific review . Article on the literature review to be presented to a scientific journal for publication (English)	Scientific community in prevention

➤ Workstream 2: Title: Community Coalition and Training Implementation

Duration in months: **25 M (M4-M28)**

Leading partner: **APPLICANT - IREFREA-SPAIN**

I. Objective(s) of this workstream

5. To create community coalitions (CC) in 3 strategic EU cities (Palma, ES, Coimbra, PT, Prague, CZ), as piloting sites, to explore the topic, facilitate changes in nightlife environments, support the training and develop

methods of recording information to contribute to local intelligence and ensure project sustainability.

6. To pilot the training module in three piloting sites to train and engage main stakeholders involved in nightlife.

7. To engage and empower civil society organizations as an active network to raise awareness and strive to prevent SH and SV.

II. Description of the work (activities)

Be specific, give a short name for each activity, number them and describe them briefly.

Indicate for each activity the partner who will be responsible for its implementation.

No.	Name and description of the activity	Partner
2.1	Field work protocols – Elaboration of four protocols to create the coalition, train the coaching groups, organize the trainee groups and implement the training. The function of these protocols will be both organizational and strategic to facilitate further implementation of the programme to ensure future implementation and sustainability.	All partnership: IREFREA-Sp LJMU IREFREA-Por CUNI
2.2	Elaboration of a sustainability plan – A sustainability plan will be created with the collaboration of the Community Coalitions to facilitate community participation, implication and endorsement of the project along the process. The members of the CC, trained along project development, will play a key role in the implementation of the strategies to prevent SH & SV at community level addressing first the nightlife environments but making it extensive to other environments while raising awareness among the general public.	
2.3	Creation of Community Coalitions (CC) - In each piloting site (3 cities/areas) a local multi-sectorial coalition will be established to explore the topic at local level and engage agents in the elaboration and incorporation of the developed strategies and training, as well as to facilitate dissemination of the implementation and results and project sustainability. Along project development, at least 5 face meetings will be held in each piloting site to analyse the problem and reach consensus on strategies to face it. In between face-meetings, online tools will be set up to facilitate networking, sharing of information and involvement among coalition members. The members of the CC will also be invited to participate in the trainings and to attend project meeting 2 and 3.	
2.4	Coach training – In each piloting site, a group of 3-4 trainers with experience in nightlife environments will be engage to collaborate along piloting to coach participants, share experiences in nightlife, and facilitate group dynamics.	
2.5	Groups of staff for training – An organizational framework will be established in each pilot site to create the groups for staff for training. We foresee the participation of 60 people per site (180 in total), divided in three groups of 20 participants per site.	
2.6	Preparation of training materials - Preparation of presentations and other visual materials for training adapted to each piloting site.	
2.7	Implementation of trainings – Implementation of 3 classroom trainings in each piloting site. We foresee the participation of 20 local members per training (20 hours each course) in each site. In addition, a member from each team in the partnership will attend the training to learn from the experience, share his/her own know-how and for evaluation purposes.	
2.8	Online follow-up and support – Subsequent to the classroom trainings online groups will be created with trainees in each participant site and with representatives of the night-time economy to follow up actions undertaken, solve doubts, gather information on situations encountered, exchange experiences and link participants in dissemination activities.	
2.9	Report on Staff training-CC-online support. All this experience will be collected and documented in the evaluation activities (WS4). 1 by city/country and 1 global. Report will include info from active Google group related three piloting experiences during and post	

	training, collected qualitative information about sharing experiences, solutions and information on SH/SV prevention on real scenes.	
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III. Output(s) of this workstream

List the outputs to be produced by this workstream.

Outputs of your planned activities can be **Intangible** (conferences, seminars, training sessions, meetings, interviews, etc.) or **tangible** (manuals, reports, leaflets, website, training material packages, books, etc.).

Give factual and quantitative data: e.g.:

- X regional seminars; X participants, in X country.

- title of publication, type of publication (brochure, manual, flyer, book, training material, etc.) language, format (electronic/printed), number of pages, number of copies.

No.	Output	Factual and quantitative data	Target group
2.1	4 protocols	<ul style="list-style-type: none"> with information, strategies and pedagogies for organization-field work and coalition (in English, Czech, Portuguese and Spanish – Electronic) 	CC & staff nightlife
2.2	Sustainability Plan	<ul style="list-style-type: none"> document adapted to each country and CC conditions 	
2.3	3 coalitions networking	<ul style="list-style-type: none"> 3 multi-sectorial coalitions working to prevent SH&SV in nightlife at community level and extend strategies (3 working groups). About 60-90 members total. The partner from the UK (partner 1) is in charge of the scientific background to inform modules for training and of the evaluation of the piloting of the trainings. Therefore does not participate in the constitution of a community coalition. 	
2.4	Visual/pedagogical material	<ul style="list-style-type: none"> 6 ppt for training per country, video-clips and graphic material collected by night-life (NL) venues and adapted to each country. All materials will be available online. 	
2.5	9-12 coaches trained	<ul style="list-style-type: none"> 3-4 coach by city (Palma, Coimbra, Prague). 	
2.6	3 staff members groups organized	<ul style="list-style-type: none"> 3 groups by city (M16-M18-M20) - Palma, Coimbra, Prague. 	
2.7	180 staff member trained	<ul style="list-style-type: none"> 60 by city (3 cities) total: 180 staff members trained. 	
2.8	Report on Staff network active and mutual support	<ul style="list-style-type: none"> 1 summary in English from 3 national reports, descriptive and pedagogical. Available online 	

> Workstream 3: Title: Dissemination. Opening social eyes

Duration in months: **25M (M4-M28)**

Leading partner: **PARTNER 2 - IREFREA PORTUGAL**

I. Objective(s) of this workstream

8.To ensure effective internal and external communication and dissemination of the project activities, results and impacts.

9.To maximize exploitation opportunities of the results and training manual throughout and beyond its



Annex II

General conditions

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ANNEX II

GENERAL CONDITIONS

TABLE OF CONTENT

PART A – LEGAL AND ADMINISTRATIVE PROVISIONS

- II.1 – GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES
- II.2 – COMMUNICATIONS BETWEEN THE PARTIES
- II.3 – LIABILITY FOR DAMAGES
- II.4 – CONFLICT OF INTERESTS
- II.5 – CONFIDENTIALITY
- II.6 – PROCESSING OF PERSONAL DATA
- II.7 – VISIBILITY OF UNION FUNDING
- II.8 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS
(INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)
- II.9 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF
THE ACTION
- II.10 – SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION
- II.11 – FINANCIAL SUPPORT TO THIRD PARTIES
- II.12 – AMENDMENTS TO THE AGREEMENT
- II.13 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES
- II.14 – FORCE MAJEURE
- II.15 – SUSPENSION OF THE IMPLEMENTATION OF THE ACTION
- II.16 – TERMINATION OF THE AGREEMENT
- II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES
- II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE
DECISION

PART B – FINANCIAL PROVISIONS

- II.19 – ELIGIBLE COSTS
- II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED
- II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE
BENEFICIARIES
- II.22 – BUDGET TRANSFERS
- II.23 – TECHNICAL AND FINANCIAL REPORTING – REQUESTS FOR PAYMENT
AND SUPPORTING DOCUMENTS
- II.24 – PAYMENTS AND PAYMENT ARRANGEMENTS
- II.25 – DETERMINING THE FINAL AMOUNT OF THE GRANT
- II.26 – RECOVERY
- II.27 – CHECKS, AUDITS AND EVALUATION



PART A – LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES

II.1.1 General obligations and role of the beneficiaries

The beneficiaries shall:

- (a) be jointly and severally responsible for carrying out the action in accordance with the terms and conditions of the Agreement;
- (b) be responsible for complying with any legal obligations incumbent on them jointly or individually;
- (c) make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of this Agreement; where provided for in the Special Conditions, those arrangements shall take the form of an internal co-operation agreement between the beneficiaries.

II.1.2 General obligations and role of each beneficiary

Each beneficiary shall:

- (a) inform the coordinator immediately of any change likely to affect or delay the implementation of the action of which the beneficiary is aware;
- (b) inform the coordinator immediately of any change in its legal, financial, technical, organisational or ownership situation or of its affiliated entities and of any change in its name, address or legal representative or of its affiliated entities;
- (c) submit in due time to the coordinator:
 - (i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
 - (ii) all the necessary documents in the event of audits, checks or evaluation in accordance with Article II.27.
 - (iii) any other information to be provided to the Commission according to the Agreement, except where the Agreement requires that such information is submitted directly by the beneficiary to the Commission.

II.1.3 General obligations and role of the coordinator

The coordinator shall:

- (a) monitor that the action is implemented in accordance with the Agreement;

- (b) be the intermediary for all communications between the beneficiaries and the Commission, except where provided otherwise in the Agreement, and, in particular, the coordinator shall:
 - (i) immediately provide the Commission with the information related to any change in the name, address, legal representative as well as in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of its affiliated entities, or to any event likely to affect or delay the implementation of the action, of which the coordinator is aware;
 - (ii) bear responsibility for supplying all documents and information to the Commission which may be required under the Agreement, except where provided otherwise in the Agreement; where information is required from the other beneficiaries, the coordinator shall bear responsibility for obtaining and verifying this information before passing it on to the Commission;
- (c) make the appropriate arrangements for providing any financial guarantees required under the Agreement;
- (d) establish the requests for payment in accordance with the Agreement;
- (e) where it is designated as the sole recipient of payments on behalf of all of the beneficiaries, ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;
- (f) bear responsibility for providing all the necessary documents in the event of checks and audits initiated before the payment of the balance, and in the event of evaluation in accordance with Article II.27.

The coordinator shall not subcontract any part of its tasks to the other beneficiaries or to any other party.

ARTICLE II.2 – COMMUNICATIONS BETWEEN THE PARTIES

II.2.1 Form and means of communications

Any communication relating to the Agreement or to its implementation shall be made in writing (in paper or electronic form), shall bear the number of the Agreement and shall be made using the communication details identified in Article I.6.

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

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

II.2.2 Date of communications

Handwritten signature/initials

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

Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in Article I.6. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in Article I.6. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Commission using the postal services is considered to have been received by the Commission on the date on which it is registered by the department identified in Article I.6.2.

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

ARTICLE II.3 – LIABILITY FOR DAMAGES

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

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

ARTICLE II.4 - CONFLICT OF INTERESTS

II.4.1 The beneficiaries shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ("conflict of interests").

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

ARTICLE II.5 – CONFIDENTIALITY

II.5.1 The Commission and the beneficiaries shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally

in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.

II.5.2 The beneficiaries shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed with the Commission in writing.

II.5.3 The Commission and the beneficiaries shall be bound by the obligations referred to in Articles II.5.1 and II.5.2 during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless:

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

ARTICLE II.6 – PROCESSING OF PERSONAL DATA

II.6.1 Processing of personal data by the Commission

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

Such data shall be processed by the data controller identified in Article I.6.1 solely for the purposes of the implementation, management and monitoring of the Agreement, without prejudice to possible transmission to the bodies charged with the monitoring or inspection tasks in application of Union law.

The beneficiaries shall have the right of access to their personal data and the right to rectify any such data. Should the beneficiaries have any queries concerning the processing of their personal data, they shall address them to the data controller, identified in Article I.6.1.

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

II.6.2 Processing of personal data by the beneficiaries

Where the Agreement requires the processing of personal data by the beneficiaries, the beneficiaries may act only under the supervision of the data controller identified in Article I.6.1, in particular with regard to the purpose of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his or her rights.

The access to data that the beneficiaries grant to their personnel shall be limited to the extent strictly necessary for the implementation, management and monitoring of the Agreement.

The beneficiaries undertake to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned, in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - (iii) unauthorised persons from using data-processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Commission;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design their organisational structure in such a way that it meets data protection requirements.

ARTICLE II.7 – VISIBILITY OF UNION FUNDING

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

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

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

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

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

II.7.2 Disclaimers excluding Commission responsibility

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

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

II.8.1 Ownership of the results by the beneficiaries

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

II.8.2 Pre-existing industrial and intellectual property rights

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

The beneficiaries shall ensure that they or their affiliated entities have all the rights to use any pre-existing industrial and intellectual property rights during the implementation of the Agreement.

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

Without prejudice to Articles II.1.1, II.3 and II.8.1, the beneficiaries grant the Union the right to use the results of the action for the following purposes:

- (a) use for its own purposes, and in particular, making available to persons working for the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as, copying and reproducing in whole or in part and in unlimited number of copies;
- (b) distribution to the public, and in particular, publication in hard copies and in electronic or digital format, publication on the internet, including on the Europa website, as a downloadable or non-downloadable file, broadcasting by any kind of technique of transmission, public display or presentation, communication through press information services, inclusion in widely accessible databases or indexes;
- (c) translation;

- (d) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (e) storage in paper, electronic or other format;
- (f) archiving in line with the document management rules applicable to the Commission;
- (g) rights to authorise or sub-licence the modes of exploitation set out in points (b) and (c) to third parties.

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

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

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

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

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

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

II.9.2 The beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Agreement. The beneficiaries shall ensure that any procurement contract contains provisions stipulating that the contractor has no rights vis-à-vis the Commission under the Agreement.

II.9.3. The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5, II.8 and II.27 are also applicable to the contractor.

ARTICLE II.10 – SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION

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

ARTICLE II.11 - FINANCIAL SUPPORT TO THIRD PARTIES

- II.11.1** Where the implementation of the action requires giving financial support to third parties, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:
- (a) the maximum amount of financial support, which shall not exceed EUR 60 000 for each third party except where the financial support is the primary aim of the action as specified in Annex I;
 - (b) the criteria for determining the exact amount of the financial support;
 - (c) the different types of activity that may receive financial support, on the basis of a fixed list;
 - (d) the definition of the persons or categories of persons which may receive financial support;
 - (e) the criteria for giving the financial support.
- II.11.2** By way of derogation from Article II.11.1, in case the financial support takes the form of a prize, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:

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

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

ARTICLE II.12 – AMENDMENTS TO THE AGREEMENT

II.12.1 Any amendment to the Agreement shall be made in writing.

II.12.2 An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

II.12.3 Any request for amendment shall be duly justified and shall be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the period set out in Article I.2.2, except in cases duly substantiated by the party requesting the amendment and accepted by the other party.

II.12.4 A request for amendment on behalf of the beneficiaries shall be submitted by the coordinator. If a change of coordinator is requested without its agreement, the request shall be submitted by all other beneficiaries.

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

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

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

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

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

II.13.2 In no circumstances shall such an assignment release the beneficiaries from their obligations towards the Commission.

ARTICLE II.14 – FORCE MAJEURE

II.14.1 "*Force majeure*" shall mean any unforeseeable exceptional situation or event beyond the parties' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part or on the part of subcontractors, affiliated entities or third parties involved in the implementation and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of *force majeure*, as well as labour disputes, strikes or financial difficulties cannot be invoked as *force majeure*.

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

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

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

ARTICLE II.15 – SUSPENSION OF THE IMPLEMENTATION OF THE ACTION

II.15.1 Suspension of the implementation by the beneficiaries

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

Unless the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.16.1, II.16.2 or points (c) or (d) of Article II.16.3.1, the coordinator shall, once the circumstances allow resuming the implementation of the action, inform the Commission immediately and present a request for amendment of the Agreement as provided for in Article II.15.3.

II.15.2 Suspension of the implementation by the Commission

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

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

II.15.2.2 Before suspending the implementation the Commission shall formally notify the coordinator of its intention to suspend, specifying the reasons thereof, and, in the cases referred to in points (a) and (b) of Article II.15.2.1, the necessary conditions for resuming the implementation. The coordinator shall be invited to submit observations on behalf of all beneficiaries within 30 calendar days from receipt of this notification.

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

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

The coordinator shall inform the other beneficiaries immediately. The suspension shall take effect five calendar days after the receipt of the notification by the coordinator or on a later date, where the notification so provides.

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

Unless the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.16.1, II.16.2 or points (c), (i) or (j) of Article II.16.3.1, the Commission shall, as soon as it considers that the conditions for resuming the implementation have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the

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coordinator thereof and invite the coordinator to present a request for amendment of the Agreement as provided for in Article II.15.3.

II.15.3 Effects of the suspension

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

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

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

The right of the Commission to suspend the implementation is without prejudice to its right to terminate the Agreement or the participation of a beneficiary in accordance with Article II.16.3 and its right to reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

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

ARTICLE II.16 – TERMINATION OF THE AGREEMENT

II.16.1 Termination of the Agreement by the coordinator

In duly justified cases, the coordinator, on behalf of all beneficiaries, may terminate the Agreement by formally notifying the Commission thereof, stating clearly the reasons and specifying the date on which the termination shall take effect. The notification shall be sent before the termination is due to take effect.

If no reasons are given or if the Commission considers that the reasons exposed cannot justify the termination, it shall formally notify the coordinator, specifying the grounds thereof, and the Agreement shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph of Article II.16.4.

II.16.2 Termination of the participation of one or more beneficiaries by the coordinator

In duly justified cases, the participation of any one or several beneficiaries in the Agreement may be terminated by the coordinator, acting on request of that beneficiary or those beneficiaries, or on behalf of all the other beneficiaries. When notifying such termination to the Commission, the coordinator shall include the reasons for the termination of the participation, the opinion of the beneficiary or beneficiaries the participation of which is terminated, the date on which the termination shall take effect and the proposal of the remaining beneficiaries relating to the reallocation of the tasks of

that beneficiary or those beneficiaries or, where relevant, to the nomination of one or more replacements which shall succeed that beneficiary or those beneficiaries in all their rights and obligations under the Agreement. The notification shall be sent before the termination is due to take effect.

If no reasons are given or if the Commission considers that the reasons exposed cannot justify the termination, it shall formally notify the coordinator, specifying the grounds thereof, and the participation shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph of Article II.16.4.

Without prejudice to Article II.12.2, an amendment to the Agreement shall be made, in order to introduce the necessary modifications.

II.16.3 Termination of the Agreement or the participation of one or more beneficiaries by the Commission

II.16.3.1 The Commission may decide to terminate the Agreement or the participation of any one or several beneficiaries participating in the action, in the following circumstances:

- (a) if a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- (b) if, following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (c) if the beneficiaries do not implement the action as specified in Annex I or if a beneficiary fails to comply with another substantial obligation incumbent on it under the terms of the Agreement;
- (d) in the event of *force majeure*, notified in accordance with Article II.14, or in the event of suspension by the coordinator as a result of exceptional circumstances, notified in accordance with Article II.15, where resuming the implementation is impossible or where the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (e) if a beneficiary is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (f) if a beneficiary or any related person, as defined in the second subparagraph, have been found guilty of professional misconduct proven by any means;

- (g) if a beneficiary is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or in which the action is implemented;
- (h) if the Commission has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the Commission has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement, including in the event of submission of false information or failure to submit required information in order to obtain the grant provided for in the Agreement; or
- (j) if the Commission has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant.

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

II.16.3.2 Before terminating the Agreement or the participation of any one or several beneficiaries, the Commission shall formally notify the coordinator of its intention to terminate, specifying the reasons thereof and inviting the coordinator, within 45 calendar days from receipt of the notification, to submit observations on behalf of all beneficiaries and, in the case of point (c) of Article II.16.3.1, to inform the Commission about the measures taken to ensure that the beneficiaries continue to fulfil their obligations under the Agreement.

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

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Commission decides to pursue the termination procedure, it may terminate the Agreement or the participation of any one or several beneficiaries by formally notifying the coordinator thereof, specifying the reasons for the termination.

In the cases referred to in points (a), (b), (c), (e) and (g) of Article II.16.3.1, the formal notification shall specify the date on which the termination takes

effect. In the cases referred to in points (d), (f), (h), (i) and (j) of Article II.16.3.1, the termination shall take effect on the day following the date on which the formal notification was received by the coordinator.

II.16.4 Effects of termination

Where the Agreement is terminated, payments by the Commission shall be limited to the amount determined in accordance with Article II.25 on the basis of the eligible costs incurred by the beneficiaries and the actual level of implementation of the action on the date when the termination takes effect. Costs relating to current commitments, which are not due for execution until after the termination, shall not be taken into account. The coordinator shall have 60 days from the date when the termination of the Agreement takes effect, as provided for in Articles II.16.1 and II.16.3.2, to produce a request for payment of the balance in accordance with Article II.23.2. If no request for payment of the balance is received within this time limit, the Commission shall not reimburse or cover any costs which are not included in a financial statement approved by it or which are not justified in a technical report approved by it. In accordance with Article II.26, the Commission shall recover any amount already paid, if its use is not substantiated by the technical reports and, where applicable, by the financial statements approved by the Commission.

Where the participation of a beneficiary is terminated, the beneficiary concerned shall submit to the coordinator a technical report and, where applicable, a financial statement covering the period from the end of the last reporting period according to Article I.4 for which a report has been submitted to the Commission to the date on which the termination takes effect. The technical report and the financial statement shall be submitted in due time to allow the coordinator to draw up the corresponding payment request. Only those costs incurred by the beneficiary concerned up to the date when termination of its participation takes effect shall be reimbursed or covered by the grant. Costs relating to current commitments, which were not due for execution until after the termination, shall not be taken into account. The request for payment for the beneficiary concerned shall be included in the next payment request submitted by the coordinator in accordance with the schedule laid down in Article I.4.

Where the Commission, in accordance with point (c) of Article II.16.3.1, is terminating the Agreement on the grounds that the coordinator has failed to produce the request for payment and, after a reminder, has still not complied with this obligation within the deadline set out in Article II.23.3, the first subparagraph shall apply, subject to the following:

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

In addition to the first, second and third subparagraphs, where the Agreement or the participation of a beneficiary is terminated improperly by the coordinator within the



meaning of Articles II.16.1 and II.16.2, or where the Agreement or the participation of a beneficiary is terminated by the Commission on the grounds set out in points (c), (f), (h), (i) and (j) of Article II.16.3.1, the Commission may also reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26, in proportion to the gravity of the failings in question and after allowing the coordinator, and, where relevant, the beneficiaries concerned, to submit their observations.

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

ARTICLE II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES

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

- (a) administrative penalties consisting of exclusion from all contracts and grants financed by the Union budget for a maximum of five years from the date on which the infringement is established and confirmed following a contradictory procedure with the beneficiary; and/or
- (b) financial penalties of 2% to 10% of the value of the contribution the beneficiary concerned is entitled to in accordance with the estimated budget set out in Annex III.

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

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

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

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

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

- II.18.1** The Agreement is governed by the applicable Union law complemented, where necessary, by the law of Belgium.
- II.18.2** Pursuant to Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.
- II.18.3** By virtue of Article 299 TFEU, for the purposes of recoveries within the meaning of Article II.26 or financial penalties, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States. An action may be brought against such decision before the General Court of the European Union pursuant to Article 263 TFEU.

PART B – FINANCIAL PROVISIONS

ARTICLE II.19 – ELIGIBLE COSTS

II.19.1 Conditions for the eligibility of costs

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

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

II.19.2 Eligible direct costs

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

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

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

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

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

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

Only the portion of the equipment's depreciation, rental or lease costs corresponding to the period set out in Article I.2.2 and the rate of actual use for the purposes of the action may be taken into account. By way of exception, the Special Conditions may provide for the eligibility of the full cost of purchase of equipment, where justified by the nature of the action and the context of the use of the equipment or assets;

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

II.19.3 Eligible indirect costs

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

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

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

II.19.4 Ineligible costs

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

- (a) return on capital;
- (b) debt and debt service charges;
- (c) provisions for losses or debts;
- (d) interest owed;
- (e) doubtful debts;
- (f) exchange losses;
- (g) costs of transfers from the Commission charged by the bank of a beneficiary;
- (h) costs declared by the beneficiary in the framework of another action receiving a grant financed from the Union budget (including grants awarded by a Member State and financed from the Union budget and grants awarded by other bodies than the Commission for the purpose of implementing the Union budget); in particular, indirect costs shall not be eligible under a grant for an action awarded to a beneficiary which already receives an operating grant financed from the Union budget during the period in question;
- (i) contributions in kind from third parties;
- (j) excessive or reckless expenditure;
- (k) deductible VAT.

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

II.20.1 Reimbursement of actual costs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARIES

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

ARTICLE II.22 – BUDGET TRANSFERS

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

By way of derogation from the first subparagraph, should beneficiaries want to modify the value of the contribution that each of them is entitled to as referred to in point (b) of Article II.17.1 and point (c) of II.26.3, the coordinator shall request an amendment in accordance to Article II.12.

The first two subparagraphs do not apply to amounts which, in accordance with Article I.3(a)(iii) or (c), take the form of lump sums.

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

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

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

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

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

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

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

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

This request shall be accompanied by the following documents:

- (a) an interim report (“interim technical report”) or, for the payment of the balance, a final report on implementation of the action (“final technical report”), drawn up in accordance with Annex V; the interim or final technical report must contain the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution in accordance with Article I.3(a)(ii), (iii), (b) or (c), as well as information on subcontracting as referred to in Article II.10.2(d);
- (b) an interim financial statement (“interim financial statement”) or, for the payment of the balance, a final financial statement (“final financial statement”); the interim or final financial statements must include a consolidated statement as well as a breakdown of the amounts claimed by each beneficiary and its affiliated entities; they must be drawn up in accordance with the structure of the estimated budget set out in Annex III and with Annex VI and detail the amounts for each of the forms of grant set out in Article I.3 for the reporting period concerned;

- (c) only for the payment of the balance, a summary financial statement ("summary financial statement"); this statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3.2 for each beneficiary and its affiliated entities; it must be drawn up in accordance with Annex VI;
- (d) where required by Article I.4.1 or for each beneficiary for which the total contribution in the form of reimbursement of actual costs as referred to in Article I.3(a)(i) is at least EUR 750 000 and which requests a reimbursement in that form of at least EUR 325 000 (when adding all previous reimbursements in that form for which a certificate on the financial statements has not been submitted), a certificate on the financial statements and underlying accounts ("certificate on the financial statements") ;

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

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

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

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

II.23.3 Non-submission of documents

Where the coordinator has failed to submit a request for interim payment or payment of the balance accompanied by the documents referred to above within 60 days following the end of the corresponding reporting period and where the coordinator still fails to submit such a request within 60 days following a written reminder sent by the Commission, the Commission reserves the right to terminate the Agreement in accordance with Article II.16.3.1(c), with the effects described in the third and the fourth subparagraphs of Article II.16.4.

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

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

Beneficiaries with general accounts in a currency other than the euro shall convert costs incurred in another currency into euro at the average of the daily exchange rates published in the C series of *Official Journal of the European Union*, determined over the corresponding reporting period. Where no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion shall be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm), determined over the corresponding reporting period.

Beneficiaries with general accounts in euro shall convert costs incurred in another currency into euro according to their usual accounting practices.

ARTICLE II.24 – PAYMENTS AND PAYMENT ARRANGEMENTS

II.24.1 Pre-financing

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

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

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

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

II.24.2 Further pre-financing payments

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

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

II.24.3 Interim payments

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

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

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

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

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

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

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

II.24.4 Payment of the balance

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

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

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

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

II.24.5 Suspension of the time limit for payment

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

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

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

Where the time limit for payment has been suspended following the rejection of one of the technical reports or financial statements provided for by Article II.23 and the new report or statement submitted is also rejected, the Commission reserves the right to terminate the Agreement in accordance with Article II.16.3.1(c), with the effects described in Article II.16.4.

II.24.6 Suspension of payments

The Commission may, at any time during the implementation of the Agreement, suspend the pre-financing payments, interim payments or payment of the balance for all beneficiaries, or suspend the pre-financing payments or interim payments for any one or several beneficiaries:

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

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

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

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

The coordinator shall inform the other beneficiaries immediately. The suspension of payments shall take effect on the date when the notification is sent by the Commission.

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

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

During the period of suspension of payments and without prejudice to the right to suspend the implementation of the action in accordance with Article II.15.1 or to terminate the Agreement or the participation of a beneficiary in accordance with Article II.16.1 and Article II.16.2, the coordinator is not entitled to submit any requests for payments and supporting documents referred to in Article II.23 or, where the suspension concerns the pre-financing payments or interim payments for one or several beneficiaries only, any requests for payments and supporting documents relating to the participation of the concerned beneficiary or beneficiaries in the action.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for payment due following resumption of payments in accordance with the schedule laid down in Article I.4.1

II.24.7 Notification of amounts due

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

II.24.8 Interest on late payment

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

The first subparagraph shall not apply where all beneficiaries are Member States of the Union, including regional and local government authorities and other public bodies acting in the name and on behalf of the Member State for the purpose of this Agreement.

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

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

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

II.24.9 Currency for payments

Payments by the Commission shall be made in euro.

II.24.10 Date of payment

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

II.24.11 Costs of payment transfers

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

- (a) costs of transfer charged by the bank of the Commission shall be borne by the Commission;
- (b) costs of transfer charged by the bank of a beneficiary shall be borne by the beneficiary;
- (c) all costs of repeated transfers caused by one of the parties shall be borne by the party which caused the repetition of the transfer.

II.24.12 Payments to the coordinator

Payments to the coordinator shall discharge the Commission from its payment obligation.

ARTICLE II.25 – DETERMINING THE FINAL AMOUNT OF THE GRANT

II.25.1 Calculation of the final amount

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

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

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

II.25.2 Maximum amount

The total amount paid to the beneficiaries by the Commission may in no circumstances exceed the maximum amount specified in Article I.3.

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

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

II.25.3.1 The grant may not produce a profit for the beneficiaries, unless specified otherwise in the Special Conditions. "Profit" shall mean a surplus of the receipts over the eligible costs of the action.

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

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

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

- (a) financial contributions referred to in point (b) of Article II.25.3.2, which may be used by the beneficiaries to cover costs other than the eligible costs under the Agreement;
- (b) financial contributions referred to in point (b) of Article II.25.3.2, the unused part of which is not due to the donors at the end of the period set out in Article I.2.2.

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

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

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to in Article I.3(a)(i), as determined in accordance with Articles II.25.1 and II.25.2.

II.25.4 Reduction for poor, partial or late implementation

If the action is not implemented or is implemented poorly, partially or late, the Commission may reduce the grant initially provided for, in line with the actual implementation of the action according to the terms laid down in the Agreement.

ARTICLE II.26 – RECOVERY

II.26.1 Recovery at the time of payment of the balance

Where the payment of the balance takes the form of a recovery, the coordinator shall repay the Commission the amount in question, even if it has not been the final recipient of the amount due.

II.26.2 Recovery after payment of the balance

Where an amount is to be recovered in accordance with Articles II.27.6, II.27.7 and II.27.8, the beneficiary concerned by the audit or OLAF findings shall repay the Commission the amount in question. Where the audit findings do not concern a specific beneficiary, the coordinator shall repay the Commission the amount in question, even if it has not been the final recipient of the amount due.

Each beneficiary shall be responsible for the repayment of any amount unduly paid by the Commission as a contribution towards the costs incurred by its affiliated entities.

II.26.3 Recovery procedure

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

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

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

- (a) by offsetting it against any amounts owed to the beneficiary concerned by the Union or the European Atomic Energy Community (Euratom) ("offsetting"); in exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Commission may recover by offsetting before the due date; the beneficiary's prior consent shall not be required; an action may be brought against such offsetting

before the General Court of the European Union pursuant to Article 263 TFEU;

- (b) by drawing on the financial guarantee where provided for in accordance with Article I.4.1 ("drawing on the financial guarantee");
- (c) by holding the beneficiaries jointly and severally liable up to the value of the contribution that the beneficiary held liable is entitled to receive. This contribution shall be that indicated in the estimated budget breakdown as set out in Annex III as last amended;
- (d) by taking legal action in accordance with Article II.18.2 or with the Special Conditions or by adopting an enforceable decision in accordance with Article II.18.3.

For the purposes of point (c) of the third subparagraph, the beneficiaries shall not be jointly and severally liable for financial penalties which could be imposed on any defaulting beneficiary in accordance with Article II.17

II.26.4 Interest on late payment

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

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

II.26.5 Bank charges

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

ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION

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

The Commission may carry out technical and financial checks and audits in relation to the use of the grant. It may also check the statutory records of the beneficiaries for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts. Information and documents provided in the framework of checks or audits shall be treated on a confidential basis.

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

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

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

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

II.27.2 Duty to keep documents

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

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

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

II.27.3 Obligation to provide information

Where a check, audit or evaluation is initiated before the payment of the balance, the coordinator shall provide any information, including information in electronic format, requested by the Commission or by any other outside body authorised by it. Where appropriate, the Commission may request such information to be provided directly by a beneficiary.

Where a check or audit is initiated after payment of the balance, such information shall be provided by the beneficiary concerned.

In case the beneficiary concerned does not comply with the obligations set out in the first and second subparagraphs, the Commission may consider:

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

II.27.4 On-the-spot visits

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

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

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

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

II.27.5 Contradictory audit procedure

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

II.27.6 Effects of audit findings

On the basis of the final audit findings, the Commission may take the measures which it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it, in accordance with Article II.26.

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

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

II.27.7.1 The Commission may take all measures which it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it under the Agreement, in accordance with Article II.26, where the following conditions are fulfilled:

- (a) the beneficiary is found, on the basis of an audit of other grants awarded to it under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant; and
- (b) the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations is received by the beneficiary within the period referred to in Article II.27.1.

II.27.7.2 The Commission shall determine the amount to be corrected under the Agreement:

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

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

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

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

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

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

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

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

- (c) where ineligible costs cannot serve as a basis for determining the amount to be corrected, by applying a flat rate correction to the maximum amount of the grant specified in Article I.3 or part thereof, having regard to the principle of proportionality.

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

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

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

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

II.27.8 Checks and inspections by OLAF

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

By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities.

Where appropriate, OLAF findings may lead to recovery by the Commission.

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

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

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Annex III

Estimated budget of the action and model financial statement

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IDENTIFICATION FORM

Title	StopSV Staff training on prevention of sexual violence: developing prevention and management strategies for the nightlife workplace
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Legal name of beneficiary/co-ordinator	European Institute of Studies on Prevention - IREFREA
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Address	Méndez Núñez 6 , 07014 Palma de Mallorca
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Eligibility period	From:	15/09/2016	To:	14/03/2019
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Banking details	Name and address of the bank	Banco Mare Nostrum (BMN) SaNostra 25, Dragonera, 07014 Palma, Spain
	Bank account n°	
	I.B.A.N	
	Bank account holder	IREFREA
	Payment reference (if necessary)	

Summary of activities	<p>The general aim of StopSV is to create a dynamic of intertwined actions that:</p> <ul style="list-style-type: none"> 1 Explore the conditions that facilitate and/or promote sexual harassment (SH) and sexual violence (SV) in the night-time economy (NTE): a key workplace and social space for young women; 2 Create a system to deconstruct this through community coalitions (CCs) and training for NTE staff to enable them to recognise and effectively respond to and prevent SH/SV. 3 Socialize problem and solutions through a dissemination system to raise awareness and engage strategic collectives to ensure programme sustainability after project conclusion. <p>StopSV develops a set of related actions oriented to have a direct impact on the NTE as a major workplace/social space for young women and common location of SH/SV. The actions promote changes to eradicate SH/SV by impacting on those working in and managing the NTE. Activities are organized around four main areas:</p> <ul style="list-style-type: none"> • Explore and describe SH/SV in the NTE. Collating knowledge on the problem and evidence on effective preventive interventions and training programmes; developing of a training programme and strategy to prevent SH/SV in the NTE. Engaging NT staff and key stakeholders; and training NTE staff. • Change the facilitators of SH/SV in the NTE. Engaging NT staff and key stakeholders; and training NTE staff. • Disseminate project objectives and results as key to ensure StopSV's success and has been planned as a major activity. • Evaluate the overall project and piloting of the training programme by Experts from LJMU and CUNI will undertake. <p>Persons benefiting from the project: 60 professionals directly related to nightlife management, including representatives of the NTE.</p> <p>Expected results: 3 Community Coalitions to effectively address and prevent SH/SV in the NTE as both a workplace and social space.</p> <p>Outputs: A total of 41 outputs have been foreseen to achieve milestones and objectives: 4 creating basic knowledge</p>
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Total amount requested from the EU	EURO 482.055,00
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BENEFICIARIES

		Country
Legal name of beneficiary/co-ordinator	European Institute of Studies on Prevention - IREFREA	ES

Co-beneficiary Code	Legal name of Co-beneficiary	Country
Co-beneficiary 1	The Centre for Public Health at Liverpool John Moores University (LJMU)	UK
Co-beneficiary 2	Instituto Europeu para o estudo dos factores de risco e protecção em crianças e adolescentes (IREFREA-Portugal)	Portugal
Co-beneficiary 3	The Department of Addictology at Charles University in Prague (CUNI)	Czech Republic
Co-beneficiary 4		
Co-beneficiary 5		
Co-beneficiary 6		
Co-beneficiary 7		
Co-beneficiary 8		
Co-beneficiary 9		
Co-beneficiary 10		
Co-beneficiary 11		
Co-beneficiary 12		
Co-beneficiary 13		
Co-beneficiary 14		
Co-beneficiary 15		
Co-beneficiary 16		
Co-beneficiary 17		
Co-beneficiary 18		
Co-beneficiary 19		
Co-beneficiary 20		



	A	B	C	D	E	F	G	H	I
1	FORECAST BUDGET CALCULATION								
2	Estimated Expenditure								
3	A	Staff			445.131,00				
4	B	Travel			62.894,00				
5	C	Equipment			0,00				
6	D	Consumables			0,00				
7	E	Other direct costs			65.600,00				
8	Total Direct Costs				563.825,00				
9	F	Indirect costs			39.130,00	6,94%			
10	Total Eligible Costs				602.755,00				
11	G	Contribution in kind			0,00				
12	Total Costs				602.755,00				
13	Estimated Income								
14	I.	Financial contributions specifically assigned by donors to the financing of the eligible costs & income generated by the financed activities			0,00	0,00%			
15	K	Other income, including own contribution from the beneficiary/-ies			120.700,00	20,02%			
16		EU Contribution			482.055,00	79,98%			
17	Total				602.755,00				
18	G	Contribution in kind			0,00				
19	Total Income				602.755,00				
20									
21									
22	Subtotal of selected entries								
23	Budget heading	Name of Beneficiary	Workstream	Description of Item Answer to the questions: Who and/or What ? [e.g. Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
24									'in-house consultant'

	A	B	C	D	E	F	G	H	I	J	K	L	M	N																								
1	DETAILED BUDGET EXECUTION																																					
2																																						
3																																						
4	<table border="1"> <thead> <tr> <th>Index</th> <th></th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Staff</td> </tr> <tr> <td>B</td> <td>Travel</td> </tr> <tr> <td>C</td> <td>Equipment</td> </tr> <tr> <td>D</td> <td>Consumables</td> </tr> <tr> <td>E</td> <td>Other direct costs</td> </tr> <tr> <td>F</td> <td>Indirect costs (max 7%)</td> </tr> <tr> <td>G</td> <td>Contribution in kind/non eligible</td> </tr> <tr> <td>H</td> <td>Financial contributions specifically assigned by donors to the financing of the eligible costs</td> </tr> <tr> <td>I</td> <td>& Income generated by the financed activities</td> </tr> <tr> <td>K</td> <td>Other income, including own contribution from the beneficiary/ies</td> </tr> <tr> <td>J</td> <td>Pre-financing paid</td> </tr> </tbody> </table>														Index		A	Staff	B	Travel	C	Equipment	D	Consumables	E	Other direct costs	F	Indirect costs (max 7%)	G	Contribution in kind/non eligible	H	Financial contributions specifically assigned by donors to the financing of the eligible costs	I	& Income generated by the financed activities	K	Other income, including own contribution from the beneficiary/ies	J	Pre-financing paid
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16	Please introduce maximum 1 accounting reference per line																																					
17																																						
18	Budget heading	Name of Beneficiary incurring the cost	Workstream	Activity / Output / Deliverable	Accounting reference	Name of supplier / employee to whom the amount was paid	Date/period or duration when the activity took place	Description of item Answer to the questions: What ? e.g. Functions/tasks in the project (Heading A); destination (Heading B); type of equipment and depreciation (Heading C), etc.	Date of payment	Amount in currency	Currency	Exchange Rate	Total EURO	Additional information																								
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97												1.0000	0,00	
98												1.0000	0,00	
99												1.0000	0,00	
100												1.0000	0,00	

COST CLAIM FOR FINAL PAYMENT

Title	StopSV		
Grant agreement number			
Legal name of beneficiary/co-ordinator	European Institute of Studies on Prevention - IREFREA		
Address	Méndez Núñez 6 , 07014 Palma de Mallorca		
Eligibility period	From:	15/09/2016	To: 14/03/2019
Banking details (if different from grant agreement, please provide new Financial Identification Form):	Name and address of the bank	Banco Mare Nostrum (BMN) SaNostra	
	Bank account n°	[REDACTED]	
	I.B.A.N	[REDACTED]	
	Bank account holder	IREFREA	
	Payment reference (if necessary)		
Final payment requested from the EU	EURO	0,00	
<p>I certify on my honour that the information contained in this payment request is full, reliable and true. I also certify that the costs incurred can be considered eligible in accordance with the grant agreement and that this request for payment is substantiated by adequate supporting documents that can be checked upon request.</p>			
Name of legal representative:			
Title:			
Function:			
Date:			
Signature:			

Annex IV

Mandates provided to the coordinator by the other beneficiaries

4



3

ANNEX IV MANDATE¹

I, the undersigned,

[forename and surname of the legal representative of the future beneficiary signing this mandate],

representing,

[full official name of the future beneficiary] [ACRONYM]

[official legal status or form]²

[official registration No]³

[full official address]

[VAT number],

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [*StopSV - Staff training on prevention of sexual violence: developing prevention and management strategies for the nightlife workplace* & No JUST/2015/RDAP/AG/SEXV/8513] with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

[full official name of the coordinator] [ACRONYM]

[official legal status or form]

[official registration No]⁴

[full official address]

[VAT number],

represented by [forename, surname and function of the legal representative of the coordinator]

(hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the European Commission.

¹ One original version of this Annex to be included for each co-beneficiary except for the coordinator. The text may not be amended.

² To be deleted or filled in according to the "Legal Entity" form

³ To be deleted or filled in according to the "Legal Entity" form

⁴ To be deleted or filled in according to the "Legal Entity" form

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

[forename, surname, function of the legal representative of the mandating beneficiary]

[signature]

Done at [place], [date]

In duplicate in English