



EUROPEAN COMMISSION  
EUROSTAT

Directorate G: Global Business Statistics

## GRANT AGREEMENT FOR TWO ACTIONS

**AGREEMENT NUMBER – 06163.2017.003-2017.467**

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 **Ms Maria Helena Figueira, Director of Directorate G – Global Business Statistics, Eurostat**, on the one part,

and

**Czech Statistical Office  
Na Padesátém 81  
100 82 Praha 10  
CZECH REPUBLIC**

hereinafter referred to as "the beneficiary", represented for the purposes of signature of this Agreement by **Ms Iva Ritschelová, President**,

on the other part,

HAVE AGREED

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

Annex I Description of each action

Annex II General Conditions (hereinafter referred to as "the General Conditions")

Annex III Estimated budget for each action

Annex III bis Model request for payment (one summary payment request for all actions)

Annex IVa – Model final report on implementation of Action 1

Annex IVb – Model final report on implementation of Action 2

- Annex V Model financial statement: not applicable<sup>1</sup>
- Annex VI Model terms of reference for the certificate on the financial statements: not applicable
- Annex VII Model terms of reference for the operational verification report: not applicable
- Annex VIII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable
- Annex IX Unit costs Declaration

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

**Action 1: Data collection on ICT usage and e-commerce in enterprises 2018** ("the action 1")

**Action 2: Data collection on ICT usage in households and by individuals 2018** ("the action 2")

as described in Annex I.

With the signature of the Agreement, the beneficiary accepts the grant and agrees to implement the actions, acting on its own responsibility.

Articles II.12.4, II.23.2 (d) (ii) and II.25.3.3(c) shall not apply.

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

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

**I.2.2** The two actions shall run for **15 months** as of **01/10/2017** ("the starting date"). The above period shall be determined on the basis of calendar days.

---

<sup>1</sup> Please take same Annex III template as used for the estimated budget included in this agreement.

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

The grant shall be of a **maximum amount of EUR 95.900,18** corresponding to

- **EUR 49.603,85** for action 1 and

- **EUR 46.296,33** for action 2

and shall take the form of:

#### Action 1:

- (a) The reimbursement of **75,74%** of the eligible costs of the action 1 ("reimbursement of eligible costs"), which are estimated at **EUR 65.488,17** and which are:
  - (i) **actually incurred ("reimbursement of actual costs")**
  - (ii) **declared on the basis of an amount of EUR per average man-day ("reimbursement of unit costs") for staff costs the for the beneficiary: see Annex IX**
  - (iii) reimbursement of lump sum costs: not applicable.
  - (iv) **declared on the basis of a flat-rate of 30% of the eligible direct staff costs ("reimbursement of flat-rate costs") for the indirect costs for the beneficiary.**
  - (v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable.
- (b) The unit contribution: not applicable.
- (c) The lump sum contribution: not applicable.
- (d) The flat-rate contribution: not applicable.

#### Action 2:

- (a) The reimbursement of **44,60%** of the eligible costs of the action 2 ("reimbursement of eligible costs"), which are estimated at **EUR 103.799,48** and which are:
  - (i) **actually incurred ("reimbursement of actual costs")**
  - (ii) **declared on the basis of an amount of EUR per average man-day ("reimbursement of unit costs") for staff costs for the beneficiary: see Annex IX**
  - (iii) reimbursement of lump sum costs: not applicable.
  - (iv) **declared on the basis of a flat-rate of 30% of the eligible direct staff costs ("reimbursement of flat-rate costs") for the indirect costs for the beneficiary.**
  - (v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable.

- (b) The unit contribution: not applicable.
- (c) The lump sum contribution: not applicable.
- (d) The flat-rate contribution: not applicable.

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

### **I.4.1 Reporting periods, payments**

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

Sole reporting period for all actions from **01/10/2017** to the end of the period set out in Article I.2.2. The balance shall be paid to the beneficiary once the duration of both actions is completed.

### **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 request for payment, final report on implementation of the action and financial statement**

The request for payment, final report on implementation of the action and financial statement shall be submitted in English.

## **ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS**

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

Name of bank:

Address of branch:

IBAN code:

## **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 the Head of Eurostat Unit A4 – Financial Management.

### **I.6.2 Communication details of the Commission**

The request for payment of the balance and accompanying documents, as listed below, shall be sent to the following e-mail address:

Indication in the subject field of the e-mail: Country code + @ + grant agreement number + payment request.<sup>2</sup>

Documents shall be sent in the following format:

Request for payment of the balance: Pdf format, accompanied by

- Final report on implementation of the action (Annex IV) : Word or pdf format
- Final financial statement: Excel format
- Summary financial statement (for the payment of the balance): Excel format
- Certificate on the financial statement where required: Pdf format

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

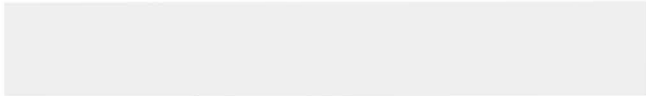
Action 1

European Commission  
Eurostat  
For the attention of Ms Iuliana Lupu  
Bâtiment Ariane 00/B063 – Tri central  
Route d'Esch 400  
L-2920 LUXEMBOURG

E-mail address: 

Action 2

European Commission  
Eurostat  
For the attention of Ms Jadwiga Tudek  
Bâtiment Ariane 00/B063 – Tri central  
Route d'Esch 400  
L-2920 LUXEMBOURG

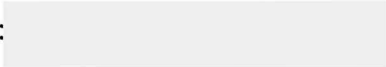
E-mail address: 

### **I.6.3 Communication details of the beneficiary**

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

Action 1

Ms Kamila Buresova  
Senior statistician  
Czech Statistical Office  
Na Padesátém 81  
100 82 Praha 10  
CZECH REPUBLIC

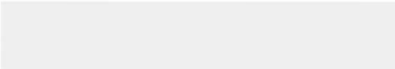
E-mail address: 

---

<sup>2</sup> Please insert country code and grant agreement number.

Action 2

Ms Lenka Weichetova  
Senior statistician  
Czech Statistical Office  
Na Padesátém 81  
100 82 Praha 10  
CZECH REPUBLIC

E-mail address: 

Any change of the contact person/address shall be communicated by the beneficiary to Eurostat, by registered mail with return receipt or equivalent, or by equivalent electronic means. If Eurostat does not object within 30 days, the new contact person/address is considered accepted, and no amendment of the grant agreement will be necessary.

**ARTICLE I.7 – ENTITIES AFFILIATED TO THE BENEFICIARY**

Not applicable.

**ARTICLE I.8 – ADDITIONAL PROVISIONS ON AWARD OF CONTRACTS AND SUBCONTRACTING**

Where an audit certificate on the financial statements and underlying accounts for final payment is required, and implementation contracts (and sub-contracting) of the action exceed EUR 60,000, the certificate shall certify specifically that such contracts have been awarded in accordance with the provisions of Article II.9 and II.10 of the General Conditions.

**ARTICLE I.9 - INELIGIBILITY OF VALUE ADDED TAX**

By way of derogation from Article II.19.2(h), amounts of value added tax (VAT) paid by public bodies or other entities governed by public law are not eligible.<sup>3</sup>

**ARTICLE I.10 - INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE**

By way of derogation from Article II.25.3, the no-profit principle does not apply to the *action 1 and 2*.

**ARTICLE I.11 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

Not applicable.

**ARTICLE I.12 –SETTLEMENT OF DISPUTES WITH A NON EU BENEFICIARY**

Not applicable.

---

<sup>3</sup> This applies regardless of whether VAT (or parts of it) is deductible or not.



### ARTICLE I.13 – BENEFICIARY WHICH IS AN INTERNATIONAL ORGANISATION

Not applicable.

### ARTICLE I.14 – EU SURVEYS IN COMBINATION WITH NATIONAL SURVEYS

The repartition key (% split) between eligible direct costs covering the EU part and non-eligible direct costs for the national part of the survey, as provided in the estimated budget, is applied to the totality of direct costs for the action actually incurred by the beneficiary. This applies to *both actions*.

If the repartition has changed during the implementation of *action 1* and/or *action 2* the key of the final financial statement differs from the estimated budget, the beneficiary has to provide a justification in the final report on implementation of the action for approval. In any case the Commission reserves the right to decide on the key finally applied for the calculation of the payment of the balance within the limit of the maximum EC contribution indicated in Article I. 3.

Pursuant to Article II.27 the totality of the costs concerned by the repartition (eligible and non-eligible) may be subject to controls.

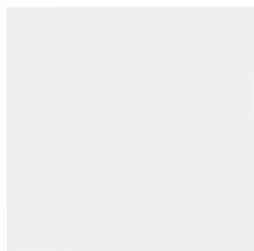
### ARTICLE I.15 – AMENDMENTS

Without prejudice to Article II.22, an amendment to the Grant agreement, pursuant to Article II.12, will be necessary to increase the part of any of the actions to be subcontracted, and in any other case in which the Commission considers that the nature of the actions will be significantly affected by changes proposed by the beneficiary.

### SIGNATURES

For the beneficiary

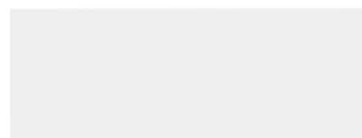
Eva Krumpová  
Vice-President  
Marek Rojíček  
Vice-President



Done at Prague, on 20. 12. 2017

In duplicate in English

For the Commission  
Maria Helena Figueira  
Director



Done at Luxembourg, on

13/11/2017

## ANNEX I

### DESCRIPTION OF THE ACTIONS

#### ACTION 1

**Title: Data collection on ICT usage and e-commerce in enterprises 2018**

**Description of the general and specific objectives that the action aims to achieve and the specific, realistic, verifiable and quantifiable (short and long term) results which are expected:**

The project aims at the collection of reliable data in the Czech Republic in accordance with the REGULATION (EC) No 808/2004 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 21 April 2004 concerning Community statistics on the information society and its implementing regulation.

Results from this data collection should be also used for The Czech Republic's national broadband strategy, called Digital Czech Republic v. 2.0, which has been adopted in 2013 and is valid until 2020. This document is based on the targets of the European Commission's Digital Agenda for Europe (DAE) that forms one of the seven pillars of the Europe 2020 Strategy which sets objectives for the growth of the European Union (EU) by 2020.

All works according to timetable will be done by the CZSO except printing questionnaires.

The survey will be carried out and prepared in line with standard used in the CZSO for mandatory survey and in line with previous surveys on ICT use and e-commerce in enterprises.

Collection of data concerning ICT usage and e-commerce in enterprises.

Data processing - weighing and other standard statistical procedures.

Transmission of metadata report and aggregated data to Eurostat.

Transmission of quality report to Eurostat.

Dissemination of survey results at national level.

**Organisation of the project management: General aspects**

Planned start of the action: 01/10/2017

Activities which have to be done before 01/01/2018 are mentioned in Milestones (page 17). The main reason for start before this date is a need of thorough and time-consuming preparation along with restricted capacity of appropriate human resources necessary to their accomplishment.

Duration of the action (in months): 15

Organisation of the project management: there should be 34 workers in the central office (11 senior statisticians, 17 junior statisticians and 6 experts), managed, coordinated and supervised by project manager from the Research, Development and Information Society Statistics Section. The project manager will manage the project staff from other departments working on the project (the total amount of hours worked in the central office was estimated to be over 4300 hours, of which almost 2600 hours was estimated to be spend on data collection, checking and processing).

**Organisation of the project management: Subcontracting (if applicable)****Subcontracting****1. Tasks involved:**

Printing the questionnaires

- Reasons for contracting out work:

No facilities for large questionnaires printing are available in the CZSO.

- Selection procedure:

The selection procedure will be done according to the Czech law of public procurement.

Public tender will be used for selection in this case.

**Arrangements for monitoring/supervision during the operation and foreseen risks involved in its implementation: General aspects**

The project will be managed by project manager from the Research, Development and Information Society Statistics Section. The project manager will manage the project staff from other departments working on the project. No possible risks in implementation achieved results of the action are known presently.

**Detailed timetable**

Action	Planned starting date:	Duration of the action (in months):
<b>Action 1. Data collection on ICT usage and e-commerce in enterprises 2018</b>	01/10/2017	15

Milestones/ Deliverables / Tasks / Results / Reports	Timetable (month-year)
Printing questionnaires	before 31/10/2017
Sample design	before 30/11/2017
Technical project	before 30/11/2017
Sending questionnaires	before 28/02/2018
Data collection and checking	from 01/04/2018
<b>Interim report (Metadata report)</b>	<b>By 31 May 2018</b>
Sending reminders	before 02/07/2018
Grossing up, analyses and creating output tables	before 05/10/2018
<b>Data delivery</b>	<b>By 5 October 2018</b>
<b>Quality report</b>	<b>By 5 November 2018</b>

Publication of the survey results	before 31 December 2018
Final Report on Implementation of the action and financial statement	60 days following the closing date of both actions

### Methodology and coverage of optional scope and information

#### 0. Compliance with both Annexes I and II of the 2017 Draft Commission Regulation implementing Regulation (EC) No 808/2004

Compliance with 2017 Draft Implementing Regulation				
Will all mandatory characteristics of the draft implementing regulation be covered?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

#### 1. Methodology and sample size of the mandatory part of the ICT usage survey defined in the 2017 Draft Commission Regulation implementing Regulation (EC) No 808/2004

1.1	<p><b>Methodology</b></p> <p>Please give a <u>comprehensive description</u> of the methodology that will be followed. The description should address the following elements:</p> <ul style="list-style-type: none"> <li>a) <b>Sampling design</b> including any co-ordination with other samples, source of the frame population indicating shortcomings where applicable (month/year of the snapshot of the business register, latest update of the register), sampling methods taking into account accuracy requirements for the aggregated data, take-all strata. Aspects related to the data quality requirements with respect to standard errors should be explicitly highlighted.</li> <li>b) <b>Data collection method</b></li> <li>c) <b>Treatment of unit and item non-response</b></li> <li>d) <b>Data quality checks and validation, data correction/editing, processing, timely data delivery</b></li> <li>e) <b>Grossing-up procedures</b></li> </ul> <p><b>The questionnaire</b></p> <p>A design of the questionnaire has been done yet and it is not part of an action. The questionnaire contains all mandatory questions with no deviation that should be commented. Background information is not a part of the questionnaire. Information will be downloaded from Business register and SBS (= Structural Business Survey) databases.</p> <p><b>The sampling</b></p> <p>The sampling will be done in line with methodology used in the CZSO for sampling design of any enterprise survey. Enterprises which reported high turnover or e-commerce in relation to number of persons employed in previous surveys will be used for intent sampling.</p> <p><b>Sample Stratification:</b></p> <p>Categories for sample stratification</p> $H = \text{NACE\_sample} * \text{SIZE}$ <p>NACE_sample:</p> <p>10-12, 13-15, 16-18, 19-23, 24-25, 26.1-26.4, 26.8, 26res, 27-28, 29-30, 31-33, 35-39, 41-43, 45, 46.5, 46res, 47.91, 47 rest, 49-53, 55, 56, 58.2, 58res-60, 61, 62, 63.1, 63res, 68, 69-74, 75, 77-78 + 80-82, 79, 95.1</p> <p>Footnote:</p> <p>Enterprises sampled for activities which are not part of the scope of the Community survey (e.g. NACE Rev. division 75) are not included in gross sample size (section 1.2)</p> <p>SIZE is category according to the number of employees in Business Register (BR).</p> <p>10-49 (SIZE1), 50-249 (SIZE2),</p>
-----	---

WF

250 and more (SIZE3).

#### **Frame population**

The number of employees in Business Register (BR) is filled up from administrative source on the number of the insured. The corresponding list of units with the number of the insured, for whom employees pay health and social insurance employers are obliged (according to the law to pay), is handed over with monthly periodicity with about a two-month delay after end of the reference period. Sample stratification will refer to classification from BR.

Maximal number of strata is  $3 \times 42 = 126$ .

#### **Sample size determination, allocation of sample to stratum**

The (exhaustive survey) census is carried out for large enterprises (over 250 employees). Intent sampling is used for very significant enterprises (which reported high turnover or e-commerce in relation to number of persons employed in previous surveys).

In the rest of the population sample size determination is carried out by solving optimization problem, which take into account all restriction on expected solution (standard error expected), expected response rate in strata etc. The allocation strata are based on sample strata.

#### **Data collection**

The survey is a postal survey with possibility to mail back the questionnaire (in pdf format) and/or to use computer assisted for filling in. Respondents will receive instructions describing how to get to the online questionnaire (computer assisted) or will have an opportunity to download it from the CZSO web site. Online questionnaire (computer assisted) will use all necessary checks. Number of checks should be close to 200. In the CZSO all received data will be checked and after validation will be stored into database. Phone call will be used for validation of the data and quality improvement if necessary. Most if not all item non-response should be improved. Reminders with new questionnaire will be sent out in May or June to obtain higher response. Special attention will focus on strata with low response for which phone reminders will also be used.

#### **Estimation methods**

Modification of GREG estimators applied in the CZSO. The estimates are made by re-weighting method. General regression estimator using model with three auxiliary variables and without intercept is applied. Weights are calibrated subject to totals of these auxiliary variables for all active units in the corresponding stratum:

- 1, number of enterprises in the sample unit,
- 2, number of employees according to Business Register,
- 3, value of turnover according to administrative data.

Several model functions will be used. Model with minimal variance will be selected for final sample weights before grossing up.

#### **Grossing up**

The similar procedure to one reported in CZ\_Final\_Report\_2014.doc will be used. We include notes that hold and has been mentioned in the report:

Note1: The mentioned treatment will not ensure equality of all weight in frame of one hg'stratum.

Note2: All kind of recalculation will be pursued with respect to H, that are defined according to NACE a SIZE of BR (not surveyed one).

Note3: There will be enterprises in our file having real number of employees smaller than 10. These units will not be excluded from treatment because ones represent possible over-coverage of our frame opposite the BR. The number of employees in BR is updated by number of person paying social insurance that is always higher than real number of employees. For this reason we will include very small units in fact because these are higher in BR.

No imputation for item non-response will be used except of imputation of some background information that will not be available in SBS database.

#### **Aggregate data**

Aggregate data will be produced by the macro created for this purpose. Standard error will be provided (calculated) on demand.

<b>1.2</b>	<b>Sample size</b> Indicate below the <u>gross sample size</u> foreseen and the <u>expected response rate</u> (for enterprises with 10 or more persons employed), based on the response rate of the previous years or experiences in comparable business surveys.				
	<table border="1"> <tr> <td>Gross sample size foreseen</td> <td>Approx. 8000 enterprises with 10+ persons employed</td> </tr> <tr> <td>Expected response rate</td> <td>80 %</td> </tr> </table>	Gross sample size foreseen	Approx. 8000 enterprises with 10+ persons employed	Expected response rate	80 %
Gross sample size foreseen	Approx. 8000 enterprises with 10+ persons employed				
Expected response rate	80 %				

## 2. Optional scope and information defined in the 2017 Draft Commission Regulation implementing Regulation (EC) No 808/2004 - Coverage of micro-enterprises in the ICT usage survey

<b>2.1</b>	<b>Methodology followed for the coverage of <u>micro-enterprises</u></b> Please give a description of the methodology that will be followed for the coverage of the micro-enterprises, addressing the same elements as mentioned for the mandatory part in section 1.1. In particular describe how harmonised is the collection of data from <u>micro-enterprises with the general survey</u> . ...  <b>Timetable followed for the coverage of <u>micro-enterprises</u></b> Please describe the timetable foreseen for the coverage of micro-enterprises, stating the survey period and the transmission of results. ...				
<b>2.2</b>	<b>Scope and breakdown in terms of size</b> Indicate below what is the scope for the coverage of <u>micro-enterprises</u> in terms of size (persons employed) and if the breakdown in the size classes will be provided or not. For each one of the two items below introduce an "x" in the column immediately after the selected response.				
	Scope in terms of persons employed	0 to 9 persons employed	<input type="checkbox"/>	2 to 9 persons employed	<input type="checkbox"/>
	Breakdown of 0 to 9 to size classes [0 to 1] and [2 to 9] persons employed provided?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<b>2.3</b>	<b>Scope in terms of economic activities</b> Indicate below what is the scope for the coverage of micro-enterprises in terms of economic activity. For each item below introduce an "x" in the appropriate column.				
	NACE Rev.2 aggregates covered	Yes		No	
	10-18	<input type="checkbox"/>		<input type="checkbox"/>	
	19-23	<input type="checkbox"/>		<input type="checkbox"/>	
	24-25	<input type="checkbox"/>		<input type="checkbox"/>	
	26-33	<input type="checkbox"/>		<input type="checkbox"/>	
	35-39	<input type="checkbox"/>		<input type="checkbox"/>	
	41-43	<input type="checkbox"/>		<input type="checkbox"/>	
	45-47, 47	<input type="checkbox"/>		<input type="checkbox"/>	
	49-53	<input type="checkbox"/>		<input type="checkbox"/>	
	55, 55-56	<input type="checkbox"/>		<input type="checkbox"/>	
	58-63	<input type="checkbox"/>		<input type="checkbox"/>	
	68	<input type="checkbox"/>		<input type="checkbox"/>	
	69-74	<input type="checkbox"/>		<input type="checkbox"/>	

WF

77-82	<input type="checkbox"/>	<input type="checkbox"/>
26.1+26.4+26.8+46.5+58.2+61+62+63.1+95.1	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total of NACE Rev.2 categories</b>	<input type="checkbox"/>	

<b>2.4</b>	<b>Questions for the coverage of micro-enterprises</b> The following table should contain information on the questions of the Eurostat model questionnaire for the coverage of micro-enterprises. For each question or item, an "x" in the column named <b>Question Included</b> means that it will be included in the questionnaire. If the question will be included but not entirely as defined in the model questionnaire in terms of responses, filters and routing, a description of these differences should be in the last column.		
Question / Item for micro-enterprises		Question included	Any deviations from question / item in model questionnaire
<b>Module A: Use of computers</b> (Scope: all enterprises)			
A1.	Does your enterprise use computers? (Filter question)	<input type="checkbox"/>	
A2.	How many persons employed use computers for business purposes? (If you can't provide this value, please indicate an estimate of the percentage of the total number of persons employed who use computers for business purposes.)	<input type="checkbox"/>	

<b>Module B: ICT specialists and skills</b> (Scope: enterprises with computers)			
B1.	Does your enterprise employ ICT specialists?	<input type="checkbox"/>	
B2.	Did your enterprise provide any type of training to develop ICT related skills of the persons employed, during 2017?		
	a) Training for ICT specialists	<input type="checkbox"/>	
	b) Training for other persons employed	<input type="checkbox"/>	
B3.	Did your enterprise recruit or try to recruit ICT specialists during 2017? (Filter question)	<input type="checkbox"/>	
B4.	During 2017, did your enterprise have vacancies for ICT specialists that were difficult to fill?	<input type="checkbox"/>	
B5.	Please indicate who mainly performed the following ICT functions of your enterprise in 2017:		
	a) Maintenance of ICT infrastructure	<input type="checkbox"/>	
	b) Support for office software	<input type="checkbox"/>	
	c) Development of business management software/systems	<input type="checkbox"/>	
	d) Support for business management software/systems	<input type="checkbox"/>	
	e) Development of web solutions	<input type="checkbox"/>	
	f) Support for web solutions	<input type="checkbox"/>	
	g) ICT security and data protection	<input type="checkbox"/>	

<b>Module C: Access and use of the internet</b> (Scope: enterprises with computers)			
C1.	Does your enterprise have access to the Internet? (Filter question)	<input type="checkbox"/>	
C2.	How many persons employed use computers with access to the internet for business purposes? (If you can't provide this value, please indicate an estimate of the percentage of the total number of persons employed who use computers with access to the internet for business purposes.)	<input type="checkbox"/>	
<b>Use of a fixed connection to the internet for business purposes</b>			
C3.	Does your enterprise use any type of fixed connection to the internet? (Filter question)	<input type="checkbox"/>	
C4.	What is the maximum contracted download speed of the fastest fixed internet connection of your enterprise?	<input type="checkbox"/>	

Use of a mobile connection to the internet for business purposes			
C5.	Does your enterprise provide <b>portable devices</b> that allow a <b>mobile connection</b> to the Internet using mobile telephone networks, for business purposes? (Filter question)	<input type="checkbox"/>	
C6.	How many persons employed use a <b>portable device</b> provided by the enterprise, that allows internet connection via mobile telephone networks, for business purposes? (If you can't provide this value, please indicate an estimate of the percentage of the total number of persons employed who use a portable device provided by the enterprise that allows internet connection via mobile telephone networks, for business purposes.)	<input type="checkbox"/>	
C7.	Does your enterprise provide <b>portable devices</b> that allow <b>mobile connection</b> to the Internet using mobile telephone networks, for business use to:		
	a) access the enterprise's e-mail system?	<input type="checkbox"/>	
	b) access and modify enterprise's documents?	<input type="checkbox"/>	
	c) use dedicated business software applications?	<input type="checkbox"/>	
Use of a website			
C8.	Does your enterprise have a website? (Filter question)	<input type="checkbox"/>	
C9.	Does the website have any of the following?		
	a) Description of goods or services, price lists	<input type="checkbox"/>	
	b) Online ordering or reservation or booking, e.g. shopping cart	<input type="checkbox"/>	
	c) Possibility for visitors to customise or design online goods or services	<input type="checkbox"/>	
	d) Tracking or status of orders placed	<input type="checkbox"/>	
	e) Personalised content on the website for regular/recurrent visitors	<input type="checkbox"/>	
	f) Links or references to the enterprise's social media profiles	<input type="checkbox"/>	
Other use of the internet			
C10.	Does your enterprise pay to advertise on the internet? (Filter question)	<input type="checkbox"/>	
C11.	Does your enterprise pay to advertise on the internet using any of the following targeted advertising methods?		
	a) Based on webpages' content or keywords searched by users	<input type="checkbox"/>	
	b) Based on the tracking of internet users' past activities or profile	<input type="checkbox"/>	
	c) Based on the geolocation of internet users	<input type="checkbox"/>	
	d) Any other method of targeted advertising on the internet not specified above	<input type="checkbox"/>	
Module D: Use of cloud computing services (Scope: enterprises with access to the internet)			
D1.	Does your enterprise buy any cloud computing services used over the Internet? (Filter question)	<input type="checkbox"/>	
D2.	Does your enterprise buy any of the following cloud computing services used over the Internet?		
	a) E-mail	<input type="checkbox"/>	
	b) Office software	<input type="checkbox"/>	
	c) Hosting the enterprise's database(s)	<input type="checkbox"/>	
	d) Storage of files	<input type="checkbox"/>	
	e) Finance or accounting software applications	<input type="checkbox"/>	
	f) Customer Relationship Management (CRM), software application for managing information about customers	<input type="checkbox"/>	
	g) Computing power to run the enterprise's own software	<input type="checkbox"/>	
D3.	Does your enterprise buy any cloud computing services delivered from:		
	a) <b>shared servers</b> of service providers	<input type="checkbox"/>	

WF

b) servers of service providers <b>exclusively reserved for your enterprise</b>		<input type="checkbox"/>
<b>Module E: Use of 3D printing</b> (Scope: enterprises with computers)		
<b>E1.</b>	<b>During 2017, did your enterprise use 3D printing:</b> (Filter question)	
	a) using your enterprise's 3D printers?	<input type="checkbox"/>
	b) using printing services provided by other enterprises?	<input type="checkbox"/>
<b>E.2</b>	<b>During 2017, did your enterprise use 3D printing for any of the following:</b>	
	a) Prototypes or models for <u>sale</u>	<input type="checkbox"/>
	b) Prototypes or models for <u>internal use</u>	<input type="checkbox"/>
	c) Goods for <u>sale</u> excluding prototypes or models	<input type="checkbox"/>
	d) Goods to be used in your enterprise's <u>production process</u> excluding prototypes or models	<input type="checkbox"/>

<b>Module F: Use of robotics</b> (Scope: enterprises with computers)		
<b>F1.</b>	<b>Does your enterprise use any of the following types of robots?</b> (Filter question)	
	a) Industrial robots	<input type="checkbox"/>
	b) Service robots	<input type="checkbox"/>
<b>F.2</b>	<b>Does your enterprise use <u>service</u> robots for any of the following?</b>	
	a) Surveillance, security or inspection tasks	<input type="checkbox"/>
	b) Transportation of people or goods	<input type="checkbox"/>
	c) Cleaning or waste disposal tasks	<input type="checkbox"/>
	d) Warehouse management systems	<input type="checkbox"/>
	e) Assembly works performed by service robots	<input type="checkbox"/>
	f) Robotic store clerk tasks	<input type="checkbox"/>
	g) Construction works or damage repair tasks	<input type="checkbox"/>

<b>Module G: Big data analysis</b> (Scope: enterprises with computers)		
<b>G1.</b>	<b>During 2017, did your enterprise analyse <u>big data</u> from any of the following data sources?</b> (Filter question)	
	a) Enterprise's own data from smart devices or sensors	<input type="checkbox"/>
	b) Geolocation data from the use of portable devices	<input type="checkbox"/>
	c) Data generated from social media	<input type="checkbox"/>
	d) Other big data sources not specified above	<input type="checkbox"/>
<b>G2.</b>	<b>During 2017, who performed big data analysis for your enterprise?</b>	
	a) Enterprise's own employees	<input type="checkbox"/>
	b) External service provider	<input type="checkbox"/>

<b>Module H: Invoicing</b> (Scope: enterprises with computers)		
<b>H1.</b>	<b>In 2017, did your enterprise <u>send</u> any of the following types of invoices:</b> (Filter question)	

	a) Invoices in electronic form, in a standard structure suitable for automated processing (e-invoices)?	<input type="checkbox"/>	
	b) Invoices in electronic form not suitable for automated processing?	<input type="checkbox"/>	
	c) Paper invoices?	<input type="checkbox"/>	
H2.	In 2017, out of all invoices your enterprise <u>sent</u> to private customers, other enterprises or public authorities, how many were e-invoices in a <u>standard structure suitable for automated processing</u> ?		
	a) Less than 10%	<input type="checkbox"/>	
	b) At least 10% but less than 25%		
	c) At least 25% but less than 50%		
	d) At least 50% but less than 75%		
	e) At least 75%		
H2.bis	<div style="text-align: right;">ALTERNATIVE</div> In 2017, out of all invoices your enterprise <u>sent</u> to private customers, other enterprises or public authorities, what <u>percentage</u> were e-invoices in a <u>standard structure suitable for automated processing</u> ?		
H3.	In 2017, did your enterprise send e-invoices in a <u>standard structure suitable for automated processing</u> , to:		
	a) Other enterprises (B2B)?	<input type="checkbox"/>	
	b) Public authorities (B2G)?	<input type="checkbox"/>	
	c) Private consumers (B2C)?	<input type="checkbox"/>	
H4.	In 2017, did your enterprise <u>receive</u> any of the following types of invoices: (Filter question)		
	a) Invoices in electronic form, in a standard structure suitable for automated processing (e-invoices)?	<input type="checkbox"/>	
	b) Invoices in electronic form not suitable for automated processing?	<input type="checkbox"/>	
	c) Paper invoices?	<input type="checkbox"/>	
H5.	In 2017, out of all invoices your enterprise received, how many were e-invoices in a <u>standard structure suitable for automated processing</u> ?		
	a) Less than 10%	<input type="checkbox"/>	
	b) At least 10% but less than 25%		
	c) At least 25% but less than 50%		
	d) At least 50% but less than 75%		
	e) At least 75%		
H5.bis	<div style="text-align: right;">ALTERNATIVE</div> In 2017, out of all invoices your enterprise received, what <u>percentage</u> were e-invoices in a <u>standard structure suitable for automated processing</u> ?		

Module I: E-commerce		(Scope: enterprises with computers)	
E-commerce sales			
Web sales			
I1.	During 2017, did your enterprise <u>receive</u> orders for goods or services placed via a website or apps? (Filter question)	<input type="checkbox"/>	
I2.	Please state the value of the turnover resulting from orders received that were placed via a website or apps, in 2017. (If you can't provide this value, please indicate an estimate of the percentage of the total turnover resulting from orders received that were placed via a website or apps, in 2017.)	<input type="checkbox"/>	

13.	What was the percentage breakdown of the turnover from orders <u>received</u> that were placed via a website or apps in 2017 by type of customer?	
	a) B2C	<input type="checkbox"/>
	b) B2B and B2G	<input type="checkbox"/>
14.	During 2017, via which websites or apps did your enterprise <u>receive</u> orders for goods or services: (Filter question)	
	a) via your enterprise's website or apps?	<input type="checkbox"/>
	b) via an e-commerce marketplace website or apps used by several enterprises for trading products?	<input type="checkbox"/>
15.	What was the percentage breakdown of the turnover from orders <u>received</u> via a website or apps in 2017 for the following:	
	a) via your enterprise's website or apps?	<input type="checkbox"/>
	b) via an e-commerce marketplace website or apps used by several enterprises for trading products?	<input type="checkbox"/>
<b>EDI-type sales</b>		
16.	During 2017, did your enterprise <u>receive</u> orders for goods or services placed via EDI-type messages? (Filter question)	<input type="checkbox"/>
17.	Please state the value of the turnover resulting from orders <u>received</u> that were placed via EDI-type messages, in 2017. (If you can't provide this value, please indicate an estimate of the percentage of the total turnover resulting from orders <u>received</u> that were placed via EDI-type messages, in 2017.)	<input type="checkbox"/>
<b>E-commerce purchases</b>		
18.	During 2017, did your enterprise <u>place</u> orders for goods or services via a website, apps, or EDI-type messages? (Filter question)	<input type="checkbox"/>
19.	During 2017, did your enterprise <u>place</u> orders for goods or services via a website or apps?	<input type="checkbox"/>
110.	During 2017, did your enterprise <u>place</u> orders for goods or services via EDI-type messages?	<input type="checkbox"/>
111.	During 2017, was the value of the orders that your enterprise placed electronically <u>equal or more than 1%</u> of the total purchases' value?	<input type="checkbox"/>

2.5	<b>Sample size (micro-enterprises)</b> Indicate below the gross sample size foreseen for the coverage of micro-enterprises and the expected response rate, based on the response rate of the previous years or experiences in comparable business surveys.	
	Gross sample size foreseen	...
	Expected response rate	...%

### 3. Optional information defined in the 2017 Draft Commission Regulation implementing Regulation (EC) No 808/2004 – Optional information of the ICT usage survey

3	<b>Coverage of the optional questions of the survey</b> Indicate below <b>if and which</b> optional questions will be covered by an "x" in the column immediately after the selected response. The inclusion of optional questions implies the transmission of all variables that are based on these questions. <b>Note that not all optional questions receive marks.</b>	
A2.	<b>Use of computers</b> <b>How many persons employed use computers for business purposes?</b> If you can't provide this value, please indicate an estimate of the percentage of the total number of persons employed who use computers for business purposes.	Yes      x

WF

F1.	<u>Use of robotics</u> <b>Does your enterprise use any of the following types of robots?</b> a) Industrial robots b) Service robots	Yes	x
F2.	<u>Use of robotics</u> <b>Does your enterprise use <u>service</u> robots for any of the following?</b> a) Surveillance, security or inspection tasks b) Transportation of people or goods c) Cleaning or waste disposal tasks d) Warehouse management systems e) Assembly works performed by service robots f) Robotic store clerk tasks g) Construction works or damage repair tasks	Yes	x
G1.	<u>Big data analysis</u> <b>During 2017, did your enterprise analyse <u>big data</u> from any of the following data sources?</b> a) Enterprise's own data from smart devices or sensors b) Geolocation data from the use of portable devices c) Data generated from social media d) Other big data sources not specified above	Yes	x
G2.	<u>Big data analysis</u> <b>During 2017, who performed big data analysis for your enterprise?</b> a) Enterprise's own employees b) External service provider	Yes	x
H2.	<u>Invoicing</u> <b>Concerning e-invoices: in 2017, out of all invoices your enterprise <u>sent</u> to private customers, other enterprises or public authorities, how many were e-invoices in a <u>standard structure suitable for automated processing</u>?</b> a) Less than 10% b) At least 10% but less than 25% c) At least 25% but less than 50% d) At least 50% but less than 75% e) At least 75%	Yes	x (H2. Bis)
H2. bis	<u>Invoicing</u> <b>Concerning e-invoices: in 2017, out of all invoices your enterprise <u>sent</u> to private customers, other enterprises or public authorities, what percentage were e-invoices in a <u>standard structure suitable for automated processing</u>?</b>		
H3	<u>Invoicing</u> <b>Concerning e-invoices: In 2017, did your enterprise send <u>e-invoices</u> in a <u>standard structure suitable for automated processing</u>, to:</b> a) Other enterprises (B2B) b) Public authorities (B2G) c) Private consumers (B2C)	Yes	<input type="checkbox"/>
H4.	<u>Invoicing</u> <b>In 2017, did your enterprise <u>receive</u> any of the following types of invoices:</b> a) Invoices in electronic form, in a standard structure suitable for automated processing (e-invoices)? b) Invoices in electronic form, not suitable for automated processing? c) Paper invoices?	Yes	x
H5.	<u>Invoicing</u> <b>Concerning e-invoices: in 2017, out of all invoices your enterprise received, how many were e-invoices in a <u>standard structure suitable for automated processing</u>?</b> a) Less than 10% b) At least 10% but less than 25% c) At least 25% but less than 50% d) At least 50% but less than 75% e) At least 75%	Yes	x (H5. Bis)
H5. bis	<u>invoicing</u> <b>Concerning e-invoices: in 2017, out of all invoices your enterprise received, what percentage were e-invoices in a <u>standard structure suitable for automated processing</u>?</b>		
I8.	<u>E-commerce – purchases</u> <b>During 2017, did your enterprise place orders for goods or services via a website, apps, or EDI-type</b>	Yes	x

WF

	messages?		
I9. (*)	<u>E-commerce – purchases</u> During 2017, did your enterprise place orders for goods or services via a website or apps?	Yes	x
I10. (*)	<u>E-commerce – purchases</u> During 2017, did your enterprise place orders for goods or services via EDI-type messages?	Yes	x
I11.	<u>E-commerce – purchases</u> During 2017, was the value of the orders that your enterprise placed electronically equal or more than 1% of the total purchases' value?	Yes	x

(\*) I9. and I10. may be combined to provide information for I8.

#### 4. Optional provision of aggregates for possible calculation of European aggregates with high accuracy at national level for the ICT usage survey

4	<b>Breakdown of NACE categories into lower level aggregates</b> Indicate below for which NACE Rev. 2 categories <b>the breakdowns have been taken into account in the sampling design and will be provided with a sufficiently high quality</b> (see Technical Annex) to allow the publication of results at national level. For each item below introduce an "x" in the column immediately after the selected response.		
	Division 10-18 into 10-12, 13-15 and 16-18	Yes	x
	Division 26-33 into 26, 27-28, 29-30 and 31-33	Yes	x
	Division 45-47 into 45 and 46	Yes	x
	Besides division 55 also divisions 55-56	Yes	x
	Division 58-63 into 58-60, 61 and 62-63	Yes	x
	Besides 77-82 also 77-78 + 80-82 and 79	Yes	x

**ACTION 2****Title: Data collection on ICT usage in households and by individuals 2018**

**Description of the general and specific objectives that the action aims to achieve and the specific, realistic, verifiable and quantifiable (short and long term) results which are expected:**

The project aims at the collection of reliable data in the Czech Republic in accordance with the REGULATION (EC) No 808/2004 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 21 April 2004 concerning Community statistics on the information society and its implementing regulation.

Results from this data collection should be also used for The Czech Republic's national broadband strategy, called Digital Czech Republic v. 2.0, which has been adopted in 2013 and is valid until 2020. This document is based on the targets of the European Commission's Digital Agenda for Europe (DAE) that forms one of the seven pillars of the Europe 2020 Strategy which sets objectives for the growth of the European Union (EU) by 2020.

The project should further enable to collect statistical information relevant to current policy needs in the field of ICT access and use by households and individuals and reflect changes in ICT related technologies, services and usage practices and improve harmonization among countries' ICT surveys.

Metadata report, which will be delivered to Eurostat until 31.05.2018, will cover description of the sampling procedure, target and non-target population, gross sample sizes. Questionnaire in Czech language will be attached to the metadata report.

Microdata will be delivered to Eurostat until 05.10.2018.

Quality report, which will be delivered to Eurostat until 05.11.2018 will cover general description/technical details of the implementation, in particular: information about net sample size and structure of non-response, percentage of proxy interviews during the survey, description of the grossing-up procedures, standard errors for the main indicators and if applicable, problems which occurred during the project

After survey completion experts from the central office will produce the analysis of the survey results that will be published on-line as well as in printed publication.

**Organisation of the project management: General aspects**

The survey "Data collection on ICT usage in households and by individuals 2018", will use – similar to the previous years – the national labour force survey (LFS) as a survey vehicle. Questions of the ICT questionnaire will directly follow after the LFS questions in the selected households.

252 interviewers, organized in 14 regions, will be carrying out the interviews. 14 regional supervisors will be in charge of regional teams, supervising the interviewers and providing methodological and technical support. Regional field department managers should be responsible for implementation of the project in regions. It is estimated, that interviewers will work 4 986 hours total, regional supervisors will work 63 hours each and regional field department managers will work 10 hours each.

Apart from workers in regions, there should be 10 workers in the central office, coordinated and

supervised by project manager from the Research, Development and Information Society Statistics Section. The total amount of hours worked in the central office was estimated to be 1100 hours. These hours include preparation of the survey (translation and programming of the questionnaire, translation of methodological manual, preparation and provision of schoolings for interviewers), preparation of data according to transmission format, work on metadata and quality report, work on grant application and final financial report.

**Organisation of the project management: Subcontracting (if applicable)**

Printing of the information materials, printing of methodological manuals for interviewers

Due to the absence of appropriate facilities for printing large amounts of copies in the CZSO, we plan to subcontract the print of the information materials and methodological manuals for interviewers. The subcontracting is also more cost-effective.

The selection procedure will be done according to the Czech law of public procurement. Public tender will be used for selection.

**Arrangements for monitoring/supervision during the operation and foreseen risks involved in its implementation: General aspects**

The project will be managed by project manager from the Research, Development and Information Society Statistics Section. The project manager will manage the staff from central office working on the project, as well as the regional department managers, who will be directly responsible for managing workers in regions.

No possible risks in implementation achieved results of the action are known presently.

**Detailed timetable**

Action	Planned starting date:	Duration of the action (in months):
<b>Action 2. Data collection on ICT usage in households and by individuals 2018</b>	01/01/2018	12

Milestones/ Deliverables / Tasks / Results / Reports	Timetable (month-year)
Questionnaire and instruction development	Before 15.03.2018
Survey design (sample construction etc.)	Before 29.03.2018
Training of regional supervisors and field workers	Before 10.04.2018
<b>Interim report (Metadata report)</b>	<b>By 31 May 2018</b>
Data collection	April–July 2018
<b>Microdata</b>	<b>By 5 October 2018</b>

Quality report	By 5 November 2018
Publication of survey results	Before 30 November 2018
Final Report on Implementation of the action and financial statement	60 days following the closing date of both actions

### Methodology and coverage of optional scope and information

### General Information

0.1	<b>Compliance with Annexes II and I of the 2017 Draft Commission Regulation implementing Regulation (EC) No 808/2004:</b> - coverage of all mandatory characteristics of the draft implementing regulation ⇒ Indicate "Yes" or "No"	YES
0.2	<b>Timely transmission of complete, final and validated statistical dataset according to the subjects, characteristics and background characteristics listed in Annexes II and I of the 2017 Draft Commission Regulation.</b> ⇒ Indicate "Yes" or "No"	YES
0.3.	<b>Data collection period</b> - NOT the reference period!!! - will be used to verify whether the proposal guarantees sufficient compliance with the main reference period listed in Annex II of the 2017 Draft Commission Regulation, i.e. the 1st quarter of 2018	April 2018-July 2018

### Information relating to point a of the Award Criteria

1.	<b>General description of the methodology that will be followed, focussing on the sampling design and sampling frame (5 marks), indicating shortcomings where applicable (e.g. month/year, latest update of register), and considering aspects of treatment of unit and item non-response (3 marks), grossing up (2 marks), data processing and quality control including accuracy measurement (5 marks).</b>  <b>Aspects related to data quality control with respect to standard error calculation should be explicitly highlighted.</b>  Please answer in a maximum of <u>3000</u> characters.
----	---

**Main survey subject:** ICT Use in households and by individuals

**Survey vehicle:** Embedded in Labour force survey

**Survey type:** Face to face interview – Computer Assisted Personal Interviewing

**Start of the action:** 1.1.2018

**Preparation of the data collection:** January - March 2018

**Survey period:** April–July 2018

**Reference period:** First quarter 2018

**Target Population:** approx. 3,9 mil. households with at least one member within the age group 16-74, approx. 8 million Individuals aged 16-74. For national needs we survey all households including households with all members older 74 and all individuals 16+.

**Surveyed Population:** All households included in the LFS survey on the fifth wave. All individuals aged 16+ living in these households.

**Sampling method:** Dwellings are selected using stratified two-stage sampling design. CEUs - census enumeration units are first sampled as primary sampling units with probability proportional to their size. The first stage sample is stratified by region (LAU1) and size of municipality to which the CEU belongs. In the second stage, 6 dwellings are sampled in each sampled CEU (simple random sampling without replacement). All individuals aged 16+ in households living in selected dwellings are interviewed.

**Sampling frame:** Census Enumeration Districts (CEUs) constitute the first-stage sampling units. CEUs are small geographical areas covering the whole territory of the country. They are used as enumeration districts during the census, but their use is more general. Continuously updated geographical register is maintained by the CZSO, where these units form the basic geographical layer, on which subsequent aggregations are based. This register is the base for an integrated hierarchical geographical information system and is the base for databases of regional indicators and statistical data. For each CEU, a list of all buildings is maintained in the register. This list is updated from administrative data of the construction authorities (new buildings', flats' or commercial premises' acceptance protocols, demolitions' protocols). For each building, the number of dwelling units is recorded.

**Geographic breakdown:** NUTS 3, all regions are covered

**Methods used for minimizing unit and item non-response:** Interviewers have to visit (or contact via phone) each household at least five times before they mark the household as missed. At least one of these contacts has to be after 6 PM. Interviewers explain and show (with the help of information materials) to respondents how data which they provide are used.

**Weighting:** Results will be weighted on the whole population using the LFS methodology

2.	<b>Sampling unit</b> ⇒ Indicate " <b>Households</b> " or " <b>Individuals</b> "	<b>Households</b>
3.	<b>Foreseen gross sample size</b>  for individuals (only within the age bands 16 to 74) <i>or</i>  for households (with at least one member in the age band 16 to 74)	<b>Individuals:</b>
		<b>Households:</b>
		<b>6 150</b>
4.	<b>Expected net sample sizes</b>  - based on the response rate of the previous years or	<b>Individuals:</b>
		<b>8250</b>

	experiences in comparable household surveys	<b>Households:</b>
	- for individuals (only within the age bands 16 to 74) <i>and</i> for households (with at least one member in the age band 16 to 74)	<b>4550</b>

<p><b>5. Data collection method</b></p> <p>⇒ Indicate one of the following:</p> <ul style="list-style-type: none"> <li>- "face-to-face interviews"</li> <li>- "telephone interviews"</li> <li>- "web based survey"</li> <li>- Other ("self-administered postal survey", multi-mode, etc.) PLEASE SPECIFY</li> </ul> <p><b>Note:</b> if a combination of methods is used, please indicate the estimated proportion (%) for each data collection method and possibly explain the choice in terms of quality and costs.</p>	<p><b>Face-to-face interview (CAPI) (90 %)</b></p> <p><b>Telephone interviews (10 %)</b></p>
--	--

**Information relating to point b1 of the Award Criteria:**

<p><b>Coverage of the optional background characteristic "Household Income"</b></p> <p><b>6.</b></p>	<p><b>Collection of the background characteristic "Net monthly income of the household"?</b></p> <ul style="list-style-type: none"> <li>- to be collected as value or using appropriate income bands</li> <li>- collected via the survey or from other existing sources</li> <li>- to be transmitted as quartiles</li> </ul> <p>⇒ <b>Indicate "Yes" or "No"</b></p>	<p><b>YES</b></p>
<p>G14</p>	<p><b>Collection of the background characteristic "Net monthly income of the household", transmitted (in addition to quartiles) as "equivalised household total net monthly income in quintiles"?</b></p> <ul style="list-style-type: none"> <li>- to be collected as value or using appropriate income bands</li> <li>- collected via the survey or from other existing sources</li> <li>- to be corrected for transmission of equivalised household total net monthly income using collected data on household composition</li> <li>- transmitted as quintiles</li> </ul> <p>⇒ <b>Indicate "Yes" or "No"</b></p>	<p><b>YES</b></p>

A handwritten signature in dark ink, appearing to read "J. H. ...". The signature is written in a cursive style with some loops and flourishes. It is located at the bottom right of the page, below the typed name "John H. ...".

	⇒ <b>Briefly describe income concept</b> (e.g. household's net monthly income)	<b>Household's net monthly income</b>
	⇒ <b>Briefly describe mode of collection</b> (e.g. personal interview or register)	<b>Last question in the questionnaire – personal interview.</b>
	⇒ <b>Briefly describe categories of collection</b> (e.g. value in national currency and/or income bands)	<p>Household is asked to say precise value of net monthly income of all their members together [the precise value in CZK is recorded]</p> <p><i>If the household refuses to answer this question, an additional question follows:</i></p> <p>"Could you please at least estimate the net monthly income of your household?"</p> <p>[income bands offered in this question]</p> <p>Income bands for data collection 2017</p> <p>Less than 7 000 CZK</p> <p>7 001-12 000 CZK</p> <p>12 001-15 000 CZK</p> <p>15 001-20 000 CZK</p> <p>20 001- 24 000 CZK</p> <p>24 001-28 000 CZK</p> <p>28 001-33 000 CZK</p> <p>33 001-38 000 CZK</p> <p>38 001-45 000 CZK</p> <p>45 001-57 000 CZK</p> <p>57 001-75 000 CZK</p> <p>More than 75 001 CZK]</p>

### Information relating to point b2 of the Award Criteria:

#### Coverage of the optional background characteristics

<b>7.</b>	<b>Coverage of the optional background characteristics related to de facto marital status, employment situation and household composition</b>	⇒ Indicate "Yes" or "No" <i>in the cells below:</i>
-----------	---	--

WF

G6	Self-declared status for "other not in the labour force"	<b>YES</b>
G7	Occupation according to all 2-digit ISCO-08 categories (43 positions)	<b>YES</b>
G12	Number of members in the household aged 16-24	<b>YES</b>
	Number of students among persons in the household aged 16-24	<b>YES</b>
	Number of persons in the household aged 25-64	<b>YES</b>
	Number of persons in the household aged more than or equal to 65	<b>YES</b>
G13	Number of persons in the household aged 14-15	<b>YES</b>
	Number of persons in the household aged 5-13	<b>YES</b>
	Number of persons in the household aged less than or equal to 4	<b>YES</b>

### Information relating to point b3 of the Award Criteria:

#### Transmission of optional variable "region of residence at NUTS 2-digit level"

<b>8.</b>	<b>Transmission of the region of residence at NUTS-2 level?</b>	
G9	⇒ Indicate "Yes" or "No"	<b>YES</b>
	⇒ Briefly describe issues related to the potential reliability when publishing aggregated data on the total population at NUTS-2 level (e.g. efforts to increase sample size)	The reliability of aggregated data at NUTS – 2 is OK for main groups (e.g. employees, pensioners), groups with smaller representation in society (e.g. unemployed) do not have to be reliable at NUTS – 2 (any publication should be discussed). Increase of sample size is not possible, because ICT survey is part of LFS (see above)

### Information relating to point b4 of the Award Criteria:

#### Transmission of optional variables related to modules Q and R

<b>9.</b>	<b>Transmission of optional specific characteristics</b>	
-----------	--	--

WF

	on "ICT usage at work" (module Q) and on "Digital skills" (module R)	
Q6	<p>Module Q – ICT usage at work</p> <p>Coverage of <b>question Q6</b>, on the involvement of the respondent in choosing, modifying or testing the software or computerised equipment used at work in the last 12 months.</p> <p>⇒ Indicate "Yes" or "No"</p>	<b>Yes</b>
Q8	<p>Collection of <b>question Q8</b>, and all its items, on changes (increase, decrease or no relevant changes) of a list of characteristics in one's work due to the usage of computers, smartphones or other computerised equipment in the last 12 months.</p> <p>⇒ Indicate "Yes" or "No"</p>	<b>NO</b>
Q10	<p>Collection of <b>question Q10</b> on frequency of work <u>at an external site</u> (e.g. construction site, agricultural fields, other public/private spaces...) or <u>on the move</u> (e.g. in a vehicle) in last 12 months.</p> <p>⇒ Indicate "Yes" or "No"</p>	<b>NO</b>
Q10.1	<p>Collection of <b>question Q10.1</b> on the use of laptops, smartphones, tablets and other portable devices for one's job when working at an external site or on the move.</p> <p>⇒ Indicate "Yes" or "No"</p>	<b>NO</b>
R2	<p>Module R – Digital skills</p> <p>Coverage of <b>question R2</b>, and all its items, on the collection of fields of training related to the use of computers, software or applications, for trainings carried out in the last 12 months.</p> <p>⇒ Indicate "Yes" or "No"</p>	<b>NO</b>

## **ANNEX II**

### **GENERAL CONDITIONS**

#### **TABLE OF CONTENTS**

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

- II.1 – GENERAL OBLIGATIONS OF THE BENEFICIARY
- 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 BENEFICIARY
- 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 OF THE BENEFICIARY**

The beneficiary shall:

- (a) be 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 it;
- (c) inform the Commission immediately of any change likely to affect or delay the implementation of the action of which the beneficiary is aware;
- (d) inform the Commission immediately of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;

### **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**

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 the beneficiary, 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 beneficiary 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 beneficiary 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 beneficiary 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 beneficiary 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 beneficiary shall not use confidential information and documents for any reason other than fulfilling its obligations under the Agreement, unless otherwise agreed with the Commission in writing.
- II.5.3** The Commission and the beneficiary 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 concerned party agrees to release the other party from the confidentiality obligations earlier;
  - (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
  - (c) the disclosure of the confidential information is required by law.

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

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

Any personal data included in the 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 beneficiary shall have the right of access to his/her personal data and the right to rectify any such data. Should the beneficiary have any queries concerning the processing of his/her personal data, he/she shall address them to the data controller, identified in Article I.6.1.

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

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

Where the Agreement requires the processing of personal data by the beneficiary, the beneficiary 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 beneficiary grants to its personnel shall be limited to the extent strictly necessary for the implementation, management and monitoring of the Agreement.

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

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



- (f) design its organisational structure in such a way that it meets data protection requirements.

## **ARTICLE II.7 – VISIBILITY OF UNION FUNDING**

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

Unless the Commission requests or agrees otherwise, any communication or publication related to the action, made by the beneficiary, 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 beneficiary a right of exclusive use. The beneficiary shall not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

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

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

Any communication or publication related to the action, made by the beneficiary 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 beneficiary**

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 beneficiary.

### **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 beneficiary 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 beneficiary shall ensure that it or its affiliated entities have all the rights to use any pre-existing industrial and intellectual property rights during the implementation of the Agreement.

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

Without prejudice to Articles II.1, II.3 and II.8.1, the beneficiary grants 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 beneficiary 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 beneficiary shall award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, it shall avoid any conflict of interests.

A beneficiary acting in its capacity of a contracting authority within the meaning of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public work contracts, public supply contracts and public service contracts or a contracting entity within the meaning of Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004

coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors shall abide by the applicable national public procurement rules.

**II.9.2** The beneficiary shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Agreement. The beneficiary 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 beneficiary shall ensure that the conditions applicable to it under Articles II.3, II.4, II.5, II.8 and II.27 are also applicable to the contractor.

## **ARTICLE II.10 – SUBCONTRACTING OF TASKS FORMING PART OF 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** The beneficiary 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 beneficiary and approved by the Commission without prejudice to Article II.12.2;
- (e) the beneficiary ensures that the conditions applicable to it under Article II.7 are also applicable to the subcontractor.

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

**II.11.1** Where the implementation of the action requires giving financial support to third parties, the beneficiary 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 beneficiary 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 beneficiary shall ensure that the conditions applicable to it under Articles II.3, II.4, II.5, II.7, II.8 and II.27 are also applicable to the third parties receiving financial support.

## **ARTICLE II.12 – AMENDMENTS TO THE 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** In case of an operating grant the period set out in Article I.2.2 shall not be extended via amendments.
- II.12.5** Amendments shall enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

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 beneficiary 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

beneficiary. 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 beneficiary from its obligations towards the Commission.

#### **ARTICLE II.14 – FORCE MAJEURE**

**II.14.1** "*Force majeure*" shall mean any unforeseeable exceptional situation or event beyond the parties' control, which prevents either of them from fulfilling any of their obligations under the 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 beneficiary**

The beneficiary 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 beneficiary shall inform the Commission without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

Unless the Agreement is terminated in accordance with Article II.16.1 or points (b) or (c) of Article II.16.2.1, the beneficiary 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 the beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement or if the beneficiary fails to comply with its obligations under the Agreement;

- (b) if the Commission has evidence that the beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to the 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 the 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 beneficiary 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 beneficiary shall be invited to submit observations within 30 calendar days from receipt of this notification.

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

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Commission decides to pursue the suspension procedure, it may suspend the implementation by formally notifying the beneficiary 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 suspension shall take effect on the day of the receipt of the notification by the beneficiary or on a later date, where the notification so provides.

In order to resume the implementation, the beneficiary 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 is terminated in accordance with Article II.16.1 or points (b), (h) or (i) of Article II.16.2.1, 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 beneficiary thereof and invite the beneficiary 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 beneficiary, 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 in accordance with Article II.16.2 and its right to reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

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

## **ARTICLE II.16 – TERMINATION OF THE AGREEMENT**

### **II.16.1 Termination of the Agreement by the beneficiary**

In duly justified cases the beneficiary 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 beneficiary, specifying the grounds thereof, and the Agreement shall be deemed to have been terminated improperly, with the consequences set out in the third subparagraph of Article II.16.3.

### **II.16.2 Termination of the Agreement by the Commission**

**II.16.2.1** The Commission may decide to terminate the Agreement 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 the beneficiary does not implement the action as specified in Annex I or fails to comply with another substantial obligation incumbent on it under the terms of the Agreement;
- (c) in the event of *force majeure*, notified in accordance with Article II.14, or in the event of suspension by the beneficiary 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;
- (d) if the 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;

- (e) if the beneficiary or any related person, as defined in the second subparagraph, have been found guilty of professional misconduct proven by any means;
- (f) if the 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;
- (g) if the Commission has evidence that the 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;
- (h) if the Commission has evidence that the 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
- (i) if the Commission has evidence that the 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 the 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 (e), (g) and (h) "any related person" shall mean any natural person who has the power to represent the beneficiary or to take decisions on its behalf.

**II.16.2.2** Before terminating the Agreement, the Commission shall formally notify the beneficiary of its intention to terminate, specifying the reasons thereof and inviting the beneficiary, within 45 calendar days from receipt of the notification, to submit observations and, in the case of point (b) of Article II.16.2.1, to inform the Commission about the measures taken to ensure that it continues to fulfil its obligations under the Agreement.

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

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

In the cases referred to in points (a), (b), (d) and (f) of Article II.16.2.1, the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (c), (e), (g), (h) and (i) of Article II.16.2.1, the termination shall take effect on the day following the date on which the formal notification was received by the beneficiary.

### **II.16.3 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 beneficiary 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 beneficiary 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.16.2.2, 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 Commission, in accordance with point (b) of Article II.16.2.1, is terminating the Agreement on the grounds that the beneficiary 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 beneficiary 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 beneficiary 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 and second subparagraphs, where the Agreement is terminated improperly by the beneficiary within the meaning of Article II.16.1, or where the Agreement is terminated by the Commission on the grounds set out in points (b), (e), (g), (h) and (i) of Article II.16.2.1, 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 beneficiary to submit its 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, if the beneficiary 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, it shall be liable to:

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

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 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 the 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 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 the 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 the beneficiary when it already receives an operating grant financed from the Union budget during the period in question;
- (i) contributions in kind from third parties;
- (j) excessive or reckless expenditure;
- (k) deductible VAT.

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

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

Where, in accordance with Article 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 VIII.

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 BENEFICIARY**

Where the Special Conditions contain a provision on entities affiliated to the beneficiary, 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 ensures that the conditions applicable to it under Articles II.3, II.4, II.5, II.7, II.9, II.10, and II.27 are also applicable to the entity.

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

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

The first subparagraph does 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 beneficiary 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 beneficiary shall submit a request for a further pre-financing payment within 60 days following the end of each reporting period for which a new pre-financing payment is due.

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

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

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

The beneficiary 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 IV; the interim or final technical report must contain the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution in accordance with Article 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 breakdown of the amounts claimed by the beneficiary and its affiliated entities; it must be drawn up in accordance with the structure of the estimated budget set out in Annex III and with Annex V 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 breakdown of the amounts declared or requested by the 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 the beneficiary and its affiliated entities; it must be drawn up in accordance with Annex V;
- (d) a certificate on the financial statements and underlying accounts ("certificate on the financial statements") where the following conditions are met:
  - (i) in case of a grant for an action, where such a certificate is required by Article I.4.1 or where both 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 the beneficiary requests a reimbursement in that form of at least EUR 325 000 (when adding all previous reimbursements in that form for which a certificate on the financial statements has not been submitted),
  - (ii) in case of an operating grant, where such a certificate is required by Article I.4.1 or where the total contribution in the form of reimbursement of actual costs as referred to in Article I.3(a)(i) is at least EUR 100 000.

This certificate shall be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VI. It shall certify that the costs declared in the interim or final financial statement by the beneficiary 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 VII.

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

The beneficiary 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 beneficiary 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 beneficiary 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.16.2.1(b), with the effects described in the second and the third subparagraphs of Article II.16.3.

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

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

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

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

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

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

The pre-financing is intended to provide the beneficiary 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 beneficiary 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 beneficiary 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); and
- (c) it provides that it remains in force until the pre-financing is cleared against interim payments or payment of the balance by the Commission and, in case the payment of the balance is made in the form of a debit note, three months after the debit note is notified to the 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 beneficiary the new pre-financing instalment within 60 days.

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

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

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

Without prejudice to Articles II.24.5 and II.24.6, on receipt of the documents referred to in Article II.23.2, the Commission shall pay to the beneficiary 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, for the beneficiary and its 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 for the beneficiary and its 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 beneficiary and its affiliated entities, subject to approval by the Commission of the proper implementation during the concerned reporting period of the corresponding tasks or part of the action in accordance with Annex I;
- (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 for the beneficiary and its 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 beneficiary, 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 period set out in Article I.2.2 the remaining part of the eligible costs incurred by the beneficiary 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 beneficiary 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 beneficiary 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 beneficiary 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.16.2.1(b), with the effects described in Article II.16.3.

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

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

- (a) if the Commission has evidence that the beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the grant, or if the beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Commission has evidence that the beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or by the European Atomic Energy Community which were awarded to the 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 the 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 beneficiary 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 beneficiary shall be invited to make any observations within 30 calendar days from receipt of this notification.

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

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

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

In order to resume payments, the beneficiary 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 beneficiary thereof.

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

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for payment due following resumption of payments in accordance with the schedule laid down in Article 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 beneficiary is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in euros ("the reference rate"), plus three and a half points. The reference rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

The first subparagraph shall not apply where the beneficiary is a Member State of the Union, including regional and local government authorities and other public bodies acting in the name and on behalf of the Member State 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 beneficiary only upon request submitted within two months of receiving late payment.

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

Payments by the Commission shall be made in euro.

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

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

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

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

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

### **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, for the beneficiary and its 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 in that Article by the actual number of units approved by the Commission for the beneficiary and its 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 beneficiary and its affiliated entities, subject to approval by the Commission of the proper implementation of the corresponding tasks or part of the action in accordance with Annex I;
- (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 beneficiary and its 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 beneficiary 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 beneficiary, 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 receipts established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the beneficiary, 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 a receipt to be taken into account for the purpose of verifying whether the grant produces a profit for the beneficiary:

- (a) financial contributions referred to in point (b) of Article II.25.3.2, which may be used by the beneficiary 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 donor at the end of the period set out in Article I.2.2;
- (c) in case of an operating grant, amounts dedicated to the building up of reserves.

**II.25.3.4** The eligible costs to be taken into account are the eligible costs approved by the Commission for the categories of costs reimbursed in accordance with Article 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 beneficiary, 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 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 Financial responsibility**

Where an amount is to be recovered under the terms of the Agreement, the beneficiary shall repay the Commission the amount in question. The 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.26.2 Recovery procedure**

Before recovery, the Commission shall formally notify the beneficiary 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 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 taking legal action in accordance with Article II.18.2 or with the Special Conditions or by adopting an enforceable decision in accordance with Article II.18.3.

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

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

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

## **II.26.4 Bank charges**

Bank charges incurred in connection with the recovery of the sums owed to the Commission shall be borne by the beneficiary 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 or audits and 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 beneficiary 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.

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

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 beneficiary shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed.

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

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

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

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

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

During an on-the-spot visit, the beneficiary 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.

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

In case the beneficiary 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, 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 within 60 days of expiry of the time limit for submission of observations.

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

On the basis of the final audit findings, the Commission may take the measures which it considers necessary, including recovery of all or part of the payments made by it, 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 beneficiary under the Agreement for the implementation of the action.

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

**II.27.7.1** The Commission may take all measures which it considers necessary, including recovery 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 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 beneficiary 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, 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 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 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 beneficiary 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 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, 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 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 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 beneficiary 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.

**ANNEX III**  
**ESTIMATED BUDGET OF THE ACTIONS**

**ACTION 1:**

<b>ESTIMATED BUDGET</b>	
<b>Title of the action:</b>	
<b>Data collection on ICT usage and e-commerce in enterprises in 2018, EXCHANGE RATE 26,77 CZK/EUR</b>	
<b>SUMMARY</b>	
<b>A — EXPENDITURE/ COSTS OF THE ACTION</b>	<b>TOTAL</b>
A.1) Costs of the staff assigned to the action	50.088,17 €
A.2) Travel and subsistence costs	0,00 €
A.3) Depreciation costs of equipment	0,00 €
A.4) Costs of consumables and supplies	0,00 €
A.5) Costs entailed by other implementation contracts	373,55 €
A.6) Any other direct costs	0,00 €
<b>TOTAL DIRECT COSTS</b>	<b>50.461,72 €</b>
A.7) Eligible indirect costs	15.026,45 €
<b>TOTAL ELIGIBLE COSTS</b>	<b>65.488,17 €</b>
<b>NON-ELIGIBLE COSTS</b>	<b>2.734,33 €</b>
<b>TOTAL COSTS OF THE ACTION</b>	<b>68.222,50 €</b>
<b>B — SOURCES OF FUNDING</b>	
B.1) Income generated by the action	0,00 €
B.2) Own contribution by the beneficiary	15.884,32 €
B.3) Financial contribution by third parties earmarked eligible costs*	0,00 €
B.4) Contribution requested from the Commission	49.603,85 €
	<b>65.488,17 €</b>
B.5) Other financial contributions (own or by third parties) covering non eligible costs	2.734,33 €
<b>TOTAL SOURCES OF FUNDING</b>	<b>68.222,50 €</b>

<b>Maximum % of EC contribution</b>	<b>90,00%</b>
<b>% of EC contribution requested</b>	<b>75,74%</b>
<b>Total maximum EC contribution</b>	<b>49.603,85 €</b>

## FINAL FINANCIAL STATEMENT

Name of the applicant **Czech Statistical Office**Title of the action **Data collection on ICT usage and e-commerce in enterprises in 2018,  
EXCHANGE RATE 26,77 CZK/EUR****A EXPENDITURE/COSTS OF THE ACTION****1. Costs of staff assigned to the action**

<i>Function / Unit cost grade</i>	<i>Nb of persons [A]</i>	<i>Days [B]</i>	<i>Unit cost [C]</i>	<i>Sub Total [AxBxC]</i>
<b>Operational Staff</b>				<b>Excluding VAT</b>
<i>Permanent staff</i>				
Expert - grade 12	1	16,38	93,40	1.529,89 €
Expert - grade 13	1	16,38	101,57	1.663,72 €
Expert - grade 14	4	10,47	163,41	6.843,61 €
Senior statistician - grade 9	1	5,5	76,77	422,24 €
Senior statistician - grade 12	4	9	93,40	3.362,40 €
Senior statistician - grade 13	6	16,29	101,57	9.927,45 €
Junior statistician - grade 9	16	19,06	76,77	23.411,78 €
Junior statistician - grade 10	1	19	85,31	1.620,89 €
<i>Sub-Total permanent staff</i>				<b>48.781,98 €</b>
<i>Temporary staff</i>				
External expert - paygrade 13	2	6,43	101,57	1.306,19 €
				0,00 €
<i>Sub-Total temporary staff</i>				<b>1.306,19 €</b>
<b>Administrative staff</b>				
<i>Permanent staff</i>				
				0,00 €
				0,00 €
<i>Sub-Total permanent staff</i>				<b>0,00 €</b>
<i>Temporary staff</i>				
				0,00 €
				0,00 €
<i>Sub-Total temporary staff</i>				<b>0,00 €</b>
<b>Other staff costs</b>				
				0,00 €
				0,00 €
<i>Sub-Total other staff costs</i>				<b>0,00 €</b>

WF

Staff paid on deliverables (interviews, questionnaires, etc).	Quantity [A]	Rate per Item [B]	Sub Total [AxB]
			0,00 €
			0,00 €
Sub-Total Staff paid on deliverables			0,00 €
<b>Total staff costs</b>			<b>50.088,17 €</b>

**2. Travel and subsistence costs of staff involved in the action**

Travel costs					
Means of transport	Origin	Destination	Nb of persons [A]	Unit cost [B]	Sub Total [AxB]
					0,00 €
					0,00 €
Sub-Total travel costs					0,00 €

Subsistence costs					
Number of persons [1]	Days [2]	Nights [3]	Daily allowance [4]	Hotel allowance [5]	Sub Total [6]=[1x(2x4)+(3x5)]
					0,00 €
					0,00 €
Sub-Total subsistence costs					0,00 €
<b>Total travel and subsistence costs</b>					<b>0,00 €</b>

**3. Depreciation costs of equipment**

Depreciation costs					
Description	Duration (Months used) [A]	Depreciation period (months) [B]	Percentage of use [C]	Real cost [D]	Sub Total [E]=(A/B)xCx D
					0,00 €
					0,00 €
Sub-Total depreciation costs					0,00 €

Other Equipment costs			
Description	Quantity [A]	Unit cost [B]	Sub Total [C]=[A]*[B]
			0,00 €
			0,00 €
Sub-Total other equipment costs			0,00 €
<b>Total equipment costs</b>			<b>0,00 €</b>

**4. Costs of consumables and supplies necessary to implement the action**

	Quantity [A]	Unit cost [B]	Sub Total [C]=[A]*[B]
<b>Postal charges</b>			0,00 €
			0,00 €
Sub-Total postal charges			0,00 €
<b>Telephone costs</b>			0,00 €
			0,00 €
Sub-Total telephone costs			0,00 €

<b>Other costs</b>			
			0,00 €
			0,00 €
<i>Sub-Total other costs</i>			<b>0,00 €</b>
<b>Total costs of consumables and supplies</b>			<b>0,00 €</b>
<b>5. Costs entailed by other implementation contracts (sub-contracting)</b>			
<i>Brief description of tasks subcontracted</i>	<i>Name of subcontractor (if known)</i>	<i>SubTotal</i>	
Printing of questionnaires (1500 * 0,24903)	will be tendered	373,55 €	
<i>Weight of sub-contracting</i>			<i>0,57%</i>
<b>Total costs entailed by other implementation contracts (sub-contracting)</b>			<b>373,55 €</b>
<b>6. Any other direct costs</b>			
	<i>Quantity [A]</i>	<i>Unit cost [B]</i>	<i>SubTotal [C]=[A]*[B]</i>
<b>Information costs (printing, dissemination etc.)</b>			
			0,00 €
			0,00 €
<i>Sub-Total information costs</i>			<b>0,00 €</b>
<b>Costs of reports</b>			
			0,00 €
			0,00 €
<i>Sub-Total costs of reports</i>			<b>0,00 €</b>
<b>Costs of translation</b>			
			0,00 €
			0,00 €
<i>Sub-Total costs of translation</i>			<b>0,00 €</b>
<b>Workshops / Meetings</b>			
			0,00 €
			0,00 €
<i>Sub-Total workshops / meetings</i>			<b>0,00 €</b>
<b>External audit costs</b>			
			0,00 €
			0,00 €
<i>Sub-Total external audit costs</i>			<b>0,00 €</b>
<b>Other costs</b>			
<i>Description of item</i>	<i>Quantity [A]</i>	<i>Unit cost [B]</i>	<i>SubTotal [C]=[A]*[B]</i>
			0,00 €
			0,00 €
<i>Sub-Total other costs</i>			<b>0,00 €</b>
<b>Total other direct costs</b>			<b>0,00 €</b>
<b>Total direct costs</b>			<b>50.461,72 €</b>

<b>7. Eligible indirect costs (= 30% of total staff costs)</b>		
<b>Total indirect costs</b>		<b>15.026,45 €</b>
<b>TOTAL ELIGIBLE COSTS</b>		<b>65.488,17 €</b>
<b>Non-eligible costs</b>		
<i>Brief description of non-eligible costs</i>		<i>Sub Total</i>
VAT		78,45 €
Part of the national survey (own financing)		2.655,88 €
<b>Total non-eligible costs</b>		<b>2.734,33 €</b>
<b>TOTAL COSTS OF THE ACTION</b>		<b>68.222,50 €</b>

<b>B. SOURCES OF FUNDING</b>			
<b>1. Income generated by the action</b>		<b>0,00%</b>	<b>0,00 €</b>
	<i>Quantity [A]</i>	<i>Unit cost [B]</i>	<i>Sub Total [C]=[A]*[B]</i>
<b>Enrolment fees</b>			
			0,00 €
			0,00 €
	<i>Sub-Total enrolment fees</i>		<b>0,00 €</b>
<b>Document sales</b>			
			0,00 €
			0,00 €
	<i>Sub-Total document sales</i>		<b>0,00 €</b>
<b>Other income</b>			
			0,00 €
			0,00 €
	<i>Sub-Total other income</i>		<b>0,00 €</b>
<b>2. Own contribution by the beneficiary</b>		<b>24,26%</b>	<b>15.884,32 €</b>
<b>3. Financial contribution by third parties earmarked eligible costs</b>		<b>0,00%</b>	<b>0,00 €</b>
<b>4. Contribution requested from the Commission (of total eligible costs)</b>		<b>75,74%</b>	<b>49.603,85 €</b>
		<b>100,00%</b>	<b>65.488,17 €</b>
<b>5. Other financial contributions (own or by third parties) covering non eligible costs</b>			<b>2.734,33 €</b>
VAT			78,45 €
Part of the national survey (own financing)			2.655,88 €
<b>TOTAL SOURCES OF FUNDING</b>			<b>68.222,50 €</b>

**ACTION 2:**

<b>ESTIMATED BUDGET</b>	
<b>Title of the action:</b>	
<b>Data collection on ICT usage in households and by individuals 2018 exchange rate 26,77 CZK/EUR</b>	
<b>SUMMARY</b>	
<b>A — EXPENDITURE/ COSTS OF THE ACTION</b>	<b>TOTAL</b>
A.1) Costs of the staff assigned to the action	74.010,35 €
A.2) Travel and subsistence costs	5.044,57 €
A.3) Depreciation costs of equipment	0,00 €
A.4) Costs of consumables and supplies	0,00 €
A.5) Costs entailed by other implementation contracts	2.242,50 €
A.6) Any other direct costs	298,95 €
<b>TOTAL DIRECT COSTS</b>	<b>81.596,37 €</b>
A.7) Eligible indirect costs	22.203,11 €
<b>TOTAL ELIGIBLE COSTS</b>	<b>103.799,48 €</b>
<b>NON-ELIGIBLE COSTS</b>	4.943,43 €
<b>TOTAL COSTS OF THE ACTION</b>	<b>108.742,91 €</b>
<b>B — SOURCES OF FUNDING</b>	
B.1) Income generated by the action	0,00 €
B.2) Own contribution by the beneficiary	57.503,15 €
B.3) Financial contribution by third parties earmarked eligible costs*	0,00 €
B.4) Contribution requested from the Commission	46.296,33 €
	<b>103.799,48 €</b>
B.5) Other financial contributions (own or by third parties) covering non eligible costs	4.943,43 €
<b>TOTAL SOURCES OF FUNDING</b>	<b>108.742,91 €</b>

<b>Maximum % of EC contribution</b>	<b>90,00%</b>
<b>% of EC contribution requested</b>	<b>44,60%</b>
<b>Total maximum EC contribution</b>	<b>46.296,33 €</b>

ESTIMATED BUDGET				
Name of the applicant				
Title of the action		Data collection on ICT usage in households and by individuals 2018 exchange rate 26,77 CZK/EUR		
<b>A. EXPENDITURE/COSTS OF THE ACTION</b>				
<b>1. Costs of staff assigned to the action</b>				
Function / Unit cost grade	Nb of persons [A]	Days [B]	Unit cost [C]	Sub Total [AxBxC]
<b>Operational Staff</b>				<b>Excluding VAT</b>
<i>Permanent staff</i>				
Statistician - grade 11	2	6,88	90,69	1.247,89 €
Statistician - grade 12	2	45	93,40	8.406,00 €
Statistician - grade 13	5	4	101,57	2.031,40 €
Statistician - grade 14	2	6,88	163,41	2.248,52 €
Regional supervisor- grade 9	2	7,88	76,77	1.209,90 €
Regional supervisor- grade 10	9	7,88	85,31	6.050,19 €
Regional supervisor- grade 11	1	7,88	90,69	714,64 €
Regional supervisor- grade 12	2	7,88	93,40	1.471,98 €
Regional field department manager - grade 10	1	1,25	85,31	106,64 €
Regional field department manager - grade 12	11	1,25	93,40	1.284,25 €
Regional field department manager - grade 13	1	1,25	101,57	126,96 €
Regional field department manager - grade 14	1	1,25	163,41	204,26 €
Interviewer - grade 6	2	3,06	87,91	538,01 €
Interviewer - grade 9	237	2,49	76,77	45.304,28 €
Interviewer - grade 10	13	2,09	85,31	2.317,87 €
				0,00 €
<b>Sub-Total permanent staff</b>				<b>73.262,79 €</b>
<i>Temporary staff</i>				
External expert - pay grade 13	1	7,36	101,57	747,56 €
				0,00 €
<b>Sub-Total temporary staff</b>				<b>747,56 €</b>
<b>Administrative staff</b>				
<i>Permanent staff</i>				
				0,00 €
				0,00 €
<b>Sub-Total permanent staff</b>				<b>0,00 €</b>

<b>Temporary staff</b>					
					0,00 €
					0,00 €
Sub-Total temporary staff					0,00 €
<b>Other staff costs</b>					
					0,00 €
					0,00 €
Sub-Total other staff costs					0,00 €
Staff paid on deliverables (interviews, questionnaires, etc).		Quantity [A]	Rate per Item [B]	Sub Total [AxB]	
					0,00 €
					0,00 €
Sub-Total Staff paid on deliverables					0,00 €
<b>Total staff costs</b>					<b>74.010,35 €</b>
<b>2. Travel and subsistence costs of staff involved in the action</b>					
<b>Travel costs</b>					
Means of transport	Origin	Destination	Nb of persons [A]	Unit cost [B]	Sub Total [AxB]
Buses, trains, city buses	Place of residence	Respondents dwellings	228	15,826	3.608,33 €
Buses, trains, city buses	Prague	Regional administrations	2	111,135	222,27 €
Sub-Total travel costs					3.830,60 €
<b>Subsistence costs</b>					
Number of persons [1]	Days [2]	Nights [3]	Daily allowance [4]	Hotel allowance [5]	Sub Total [6]=[1x(2x4)+(3x5)]
228	1,74		2,69		1.067,18 €
2	9	2	3,30	21,85	146,80 €
Sub-Total subsistence costs					1.213,98 €
<b>Total travel and subsistence costs</b>					<b>5.044,57 €</b>
<b>3. Depreciation costs of equipment</b>					
<b>Depreciation costs</b>					
Description	Duration (Months used) [A]	Depreciation period (months) [B]	Percentage of use [C]	Real cost [D]	Sub Total [E]=(A/B)xCx D
					0,00 €
					0,00 €
Sub-Total depreciation costs					0,00 €
<b>Other Equipment costs</b>					
Description	Quantity [A]	Unit cost [B]	Sub Total [C]=[A]*[B]		
			0,00 €		
			0,00 €		
Sub-Total other equipment costs					0,00 €
<b>Total equipment costs</b>					<b>0,00 €</b>

4. Costs of consumables and supplies necessary to implement the action			
	Quantity [A]	Unit cost [B]	SubTotal [C]=[A]*[B]
<b>Postal charges</b>			
			0,00 €
			0,00 €
Sub-Total postal charges			0,00 €
<b>Telephone costs</b>			
			0,00 €
			0,00 €
Sub-Total telephone costs			0,00 €
<b>Other costs</b>			
			0,00 €
			0,00 €
Sub-Total other costs			0,00 €
<b>Total costs of consumables and supplies</b>			<b>0,00 €</b>
<b>5. Costs entailed by other implementation contracts (sub-contracting)</b>			
Brief description of tasks subcontracted	Name of subcontractor (if known)		SubTotal
Information materials			1.500,00 €
Methodological manuals			742,50 €
Weight of sub-contracting			2,16%
<b>Total costs entailed by other implementation contracts (sub-contracting)</b>			<b>2.242,50 €</b>
<b>6. Any other direct costs</b>			
	Quantity [A]	Unit cost [B]	SubTotal [C]=[A]*[B]
<b>Information costs (printing, dissemination etc.)</b>			
			0,00 €
			0,00 €
Sub-Total information costs			0,00 €
<b>Costs of reports</b>			
			0,00 €
			0,00 €
Sub-Total costs of reports			0,00 €
<b>Costs of translation</b>			
			0,00 €
			0,00 €
Sub-Total costs of translation			0,00 €
<b>Workshops / Meetings</b>			
Refreshments	15	19,93	298,95 €
			0,00 €
Sub-Total workshops / meetings			<b>298,95 €</b>

WF

<b>External audit costs</b>			
			0,00 €
			0,00 €
<i>Sub-Total external audit costs</i>			<b>0,00 €</b>
<b>Other costs</b>			
<i>Description of item</i>	<i>Quantity [A]</i>	<i>Unit cost [B]</i>	<i>SubTotal [C]=[A]*[B]</i>
			0,00 €
			0,00 €
<i>Sub-Total other costs</i>			<b>0,00 €</b>
<b>Total other direct costs</b>			<b>298,95 €</b>
<b>Total direct costs</b>			<b>81.596,37 €</b>
<b>7. Eligible indirect costs (= 30% of total staff costs)</b>			
<b>Total indirect costs</b>			<b>22.203,11 €</b>
<b>TOTAL ELIGIBLE COSTS</b>			<b>103.799,48 €</b>
<b>Non-eligible costs</b>			
<i>Brief description of non-eligible costs</i>			<i>SubTotal</i>
VAT			648,88 €
Part of national survey (own financing)			4.294,55 €
<b>Total non-eligible costs</b>			<b>4.943,43 €</b>
<b>TOTAL COSTS OF THE ACTION</b>			<b>108.742,91 €</b>

**B. SOURCES OF FUNDING**

<b>1. Income generated by the action</b>	<b>0,00%</b>	<b>0,00 €</b>
	<i>Quantity [A]</i>	<i>Unit cost [B]</i>
<b>Enrolment fees</b>		
		0,00 €
		0,00 €
<i>Sub-Total enrolment fees</i>		<b>0,00 €</b>
<b>Document sales</b>		
		0,00 €
		0,00 €
<i>Sub-Total document sales</i>		<b>0,00 €</b>
<b>Other Income</b>		
		0,00 €
		0,00 €
<i>Sub-Total other income</i>		<b>0,00 €</b>
<b>2. Own contribution by the beneficiary</b>	<b>55,40%</b>	<b>57.503,15 €</b>
<b>3. Financial contribution by third parties earmarked eligible costs</b>	<b>0,00%</b>	<b>0,00 €</b>
<b>4. Contribution requested from the Commission (of total eligible costs)</b>	<b>44,60%</b>	<b>46.296,33 €</b>
	<b>100,00%</b>	<b>103.799,48 €</b>
<b>5. Other financial contributions (own or by third parties) covering non eligible costs</b>		<b>4.943,43 €</b>
VAT		648,88 €
Part of national survey (own financing)		4.294,55 €
<b>TOTAL SOURCES OF FUNDING</b>		<b>108.742,91 €</b>

WF

**ANNEX III BIS**  
**REQUEST FOR PAYMENT FOR ALL ACTIONS<sup>4</sup>**

For the attention of Mr Carsten OLSSON

The European Commission  
Directorate-General Eurostat  
Unit G4 - Innovation and information  
society  
BECH B4/431  
L-2920 Luxembourg

Reference number of the grant agreement: **06163.2017.003-2017.467**

Title of the grant agreement:

Action 1: **Data collection on ICT usage and e-commerce in enterprises 2018**

Action 2: **Data collection on ICT usage in households and by individuals 2018**

Number of request for payment: **xxx**

Period covered by the request for payment: **xxx**<sup>5</sup>

Action 1: Starting date of the action: **xxx**  
Ending date of the action: **xxx**

Action 2: Starting date of the action: **xxx**  
Ending date of the action: **xxx**

Dear Sir,

Please find attached request for payment of the balance which contains the following:

- a final report on implementation of each action (Annex IV of the grant agreement);
- a final financial statement for each action, detailed in conformity with the structure of the estimated budget;<sup>6</sup>
- a summary financial statement ;

---

<sup>4</sup> This single request for payment of the balance (summarising payments requested for individual actions) has to be filled in by the beneficiary and **send by e-mail only** to the following address

See also Art I.6.2. Please fill in all requested information and do not delete any paragraphs.

<sup>5</sup> Including the eligibility period of max 60 days after the end of the last action for costs related to the final implementation report and audit costs (if any).

<sup>6</sup> Not applicable in case of grants entirely based on a lump sum.

**Action 1:**

The total incurred eligible costs of the action 1 amount to: EUR xxx

The incurred eligible costs to be financed by the Commission up to the limit referred to in article I.3 amount to: EUR xxx

**Action 2:**

The total incurred eligible costs of the action 2 amount to: EUR xxx

The incurred eligible costs to be financed by the Commission up to the limit referred to in article I.3 amount to: EUR xxx

**The total incurred eligible costs of all actions amount to: EUR xxx**

I (We) hereby request the final payment for which the amount is to be determined by the Commission in accordance with Article II.25 of the grant agreement mentioned above.

The payment should be made to the following bank account:

I (We) hereby certify that the information contained in this request for payment is full, reliable and true, 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.

I (We) certify that administrative expenditure, staff and equipment costs; including the salary costs of staff contained in this request for payment, correspond to the cost of activities that the public authority concerned would not carry out if the projects in question were not undertaken.

I (We) hereby certify that the national rules in matter of travel costs and EU rates for subsistence *[national rules for subsistence]*<sup>7</sup> allowances were applied.

I (We) hereby certify that VAT is excluded from all costs declared in our financial reports.

I (We) hereby certify that any conversion of actual costs into euro was made at the exchange rate as specified in Article II.23.4 of the grant agreement.

I (We) hereby certify that all the receipts referred to in Article II.25.3 have been declared.

Yours faithfully,

[Signature; name and function]

Enclosures:

---

<sup>7</sup> The option in italics should be deleted, unless your administration has opted for national subsistence rules (concerning daily allowances and accommodation) in the administrative information sent to Eurostat on an annual basis.

WF

**ANNEX IVa - MODEL TECHNICAL REPORT**  
**(FINAL REPORT ON IMPLEMENTATION OF ACTION 1)**

This final report on implementation of **Action 1** referred to in Article II.23.2 shall accompany the request for payment of the balance (see Annex IIIbis) and the final financial statement.

<b>Action title</b>	Action 1: Data collection on ICT usage and e-commerce in enterprises 2018
<b>Country Code</b>	
<b>Name of beneficiary</b>	
<b>Grant Agreement number</b>	06163.2017.003-2017.467
<b>Contact person</b>	

**1) Any deviation from the tasks and objectives foreseen and/or problems encountered should be explained. Was the work executed according to the Description of the Action 1 in Annex I of the grant agreement?**

Yes ☐

No ☐ Please indicate the deviations to the work programme (excepting for deadlines, see below):

...

**2) Deviations from the estimated budget files annexed to the grant agreement concerning the following two points should be explained:**

a) Any budget transfers to cost items that were **not foreseen** in the estimated budget.

b) If applicable, please provide justification if, due to changes in the implementation, **the repartition key** in the final financial statement **differs** from that provided in the estimated budget.

... ..

**3) Please give a brief general overview of the work done by the staff members indicated in the final financial statement. The information should give a global understanding of the use of resources to realize the action.**

...

**Deliverables and timetable**

	Due by	Submitted to Eurostat on	Comments
<b>Metadata Report (Interim Report)</b>	31/5/2018		
<b>Data :</b>			
<b>first delivery</b>	5/10/2018		
<b>final delivery (if applicable)</b>			
<b>Quality Report (Final Report)</b>	5/11/2018		
<b>Implementation Report</b>			

Date

Signature

**ANNEX IVb - MODEL TECHNICAL REPORT**  
**(FINAL REPORT ON IMPLEMENTATION OF ACTION 2)**

This final report on implementation of **Action 2** referred to in Article II.23.2 shall accompany the request for payment of the balance (see Annex IIIbis) and the final financial statement.

<b>Action title</b>	Action 2: Data collection on ICT usage in households and by individuals 2018
<b>Country Code</b>	
<b>Name of beneficiary</b>	
<b>Grant Agreement number</b>	06163.2017.003-2017.467
<b>Contact person</b>	

1) Any deviation from the tasks and objectives foreseen and/or problems encountered should be explained. Was the work executed according to the Description of the Action 2 in Annex I of the grant agreement?

Yes <input type="checkbox"/>
No <input type="checkbox"/> Please indicate the deviations to the work programme (excepting for deadlines, see below): ...

2) Deviations from the estimated budget files annexed to the grant agreement concerning the following two points should be explained:

- a) Any budget transfers to cost items that were *not foreseen* in the estimated budget.
- b) If applicable, please provide justification if, due to changes in the implementation, *the repartition key* in the final financial statement *differs* from that provided in the estimated budget.

... ..
--------

3) Please give a brief general overview of the work done by the staff members indicated in the final financial statement. The information should give a global understanding of the use of resources to realize the action.

...
-----

**Deliverables and timetable**

	<b>Due by</b>	<b>Submitted to Eurostat on</b>	<b>Comments</b>
<b>Metadata Report (Interim Report)</b>	31/5/2018		
<b>Data :</b> <b>first delivery</b>	5/10/2018		
<b>final delivery (if applicable)</b>			
<b>Quality Report (Final Report)</b>	5/11/2018		
<b>Implementation Report</b>			

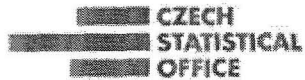
Date

Signature

WF

## ANNEX IX

### UNIT COSTS DECLARATION



Na padesátém 81 | 100 82 Prague 10  
www.czso.cz

#### EUROSTAT GRANTS: Unit costs 2017 DECLARATION and CHECKLIST

I, the undersigned

Jana Kostková, Director of Human Resources and Wages Department

representing,

Czech Statistical Office (CZSO)

Na padesátém 81

100 82 Praha 10

Czech Republic

hereby declare that

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

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

Jana Kostková

Director of Human Resources and Wages Department

Done at Prague, 25/01/2017

Annex: 1. Grid of Unit costs

## Annex 1.

GRID OF UNIT COSTS 2017	
Version date: 25/01/2017	
Calculation of Unit costs is based on accounting and payroll data as of: 01/01/2016 – 31/12/2016	
Calculation is based on: Full-time equivalents (FTE)	
Exchange rate: 27,034	
PAY GRADE	UNIT COSTS (average daily rate) EUR
1	-
2	58,95
3	-
4	58,82
5	71,71
6	87,91
7	66,65
8	68,77
9	76,77
10	85,31
11	90,69
12	93,40
13	101,57
14	163,41
15	222,07
16	-

Jana Kostkova, Director of Human Resources and Wages Department

Done at Prague, 25/01/2017