

DELIBERAZIONE DELLA GIUNTA REGIONALE 29 maggio 2018, n. 914

EaSI Programme. Partecipazione della Regione Puglia al progetto europeo “Meet the Neet”. Istituzione dei capitoli di entrata e di spesa e Variazione al bilancio di previsione 2018 e pluriennale 2018-2020, ai sensi del D.Lgs. n. 118/2011 e ss.mm.ii.

L'Assessore al Lavoro e Formazione Professionale, prof. Sebastiano Leo, sulla base dell'istruttoria espletata dal Dirigente del Servizio Politiche Attive per il Lavoro, dott.ssa Angela Di Domenico e confermata dal Dirigente della Sezione Promozione e Tutela del Lavoro, dott.ssa Luisa Anna Fiore, riferisce quanto segue:

VISTI:

- Il Regolamento (UE) n. 1296/2013 del Parlamento europeo e del Consiglio, dell'11 dicembre 2013, relativo a un programma dell'Unione europea per l'occupazione e l'innovazione sociale (“EaSI”);
- la Comunicazione della Commissione COM (2013) 144, relativa alla Youth Employment Initiative, che rappresenta un'iniziativa a favore dell'occupazione giovanile, aperta a tutte le Regioni con un livello di disoccupazione giovanile superiore al 25%;
- la Raccomandazione del Consiglio del 22 aprile 2013 pubblicata sulla GUE Serie C 120/2013 del 26 aprile 2013 che delinea lo schema di opportunità per i giovani, promosso dalla Comunicazione della Commissione COM (2013) 144, istituendo una “garanzia” per i giovani che invita gli Stati Membri a garantire ai giovani con meno di 25 anni un'offerta qualitativamente valida di lavoro, di proseguimento degli studi, di apprendistato o di tirocinio o altra misura di formazione entro quattro mesi dall'inizio della disoccupazione o dall'uscita dal sistema di istruzione formale;
- il Regolamento (UE) n. 1304/2013 del Parlamento Europeo e del Consiglio del 17 dicembre 2013 pubblicato sulla GUE del 20 dicembre 2013 relativo al Fondo sociale europeo e abrogante il Regolamento (CE) n. 1081/2006 del Consiglio che sostiene, all'art. 16, l'“Iniziativa a favore dell'occupazione giovanile”;
- la nota n. ARES EMPL/E3/MB/gc (2014) con la quale la Commissione europea ha preso atto del Piano di attuazione della Garanzia Giovani, inviato alla Commissione Europea il 23 dicembre 2013;
- il “Piano di attuazione italiano della Garanzia per i Giovani” di definizione delle azioni comuni da intraprendere sul territorio italiano che, al par. 2.2.1 “Governance gestionale”, indica che l'attuazione della Garanzia Giovani venga realizzata mediante la definizione di un unico Programma operativo nazionale (PON YEI), il quale preveda le Regioni e le Province Autonome come organismi intermedi;
- Il PON-YEI che costituisce l'atto base di programmazione delle risorse provenienti dalla YEI;
- l'Accordo di Partenariato per l'impiego dei fondi strutturali e di investimento europei, trasmesso in data 22.04.2014 ed adottato il 29 ottobre a chiusura del negoziato formale, che individua il Programma Operativo Nazionale per l'attuazione della “Iniziativa Europea per l'Occupazione dei Giovani” e il Programma Operativo Nazionale “Sistemi di Politiche Attive per l'Occupazione” tra i Programmi Operativi Nazionali finanziati dal FSE;
- il Programma Operativo Nazionale “Iniziativa Occupazione Giovani”, approvato con Decisione C(2014)4969 del 11/07/2014;
- La Deliberazione di Giunta Regionale n. 813 del 05/05/2014 con la quale è stato approvato lo schema di convenzione tra il Ministero del lavoro e delle Politiche Sociali - DG Politiche Attive e Passive del lavoro e la Regione Puglia per l'attuazione della Garanzia Giovani in qualità di Organismo Intermedio del PON YEI, rettificato con successiva Deliberazione di Giunta Regionale n. 974 del 20/05/2014;
- la Convenzione tra il Ministero del lavoro e delle Politiche Sociali - DG Politiche Attive e Passive del lavoro e la Regione Puglia, sottoscritta dal Dirigente del Servizio Autorità di Gestione P.O. FSE e dal Ministero del lavoro e delle Politiche Sociali - DG Politiche Attive e Passive del Lavoro in data 09/06/2014;
- il Piano di Attuazione Regionale della Regione Puglia, per l'attuazione della Garanzia Giovani in qualità di Organismo Intermedio del PON YEI, approvato con Deliberazione di Giunta Regionale n. 1148 del 04/06/2014 e modificato con successive determinazioni dirigenziali n. 200 del 07/08/2014, n. 126 del 15/05/2015, e con Deliberazioni di Giunta Regionale n. 2274 del 17/12/2015 e n. 838 del 07/06/2016;

- il Decreto Legislativo del 14 settembre 2015, n.150 recante “Disposizioni per il riordino della normativa in materia di servizi per il lavoro e di politiche attive, ai sensi dell’art. 1, comma 3, della legge 10 dicembre 2014, n.183 e, in particolare, l’art. 9 dello stesso con il quale sono conferite all’ANPAL funzioni e compiti in materia di politiche attive per il lavoro;
 - l’Avviso Pubblico VP/2016/008 della Commissione Europea per la presentazione di un progetto nell’ambito del programma EaSI programma - PROGRESS axis: Information sharing and outreach activities to young people about the Youth Guarantee - con scadenza il 30 giugno 2016;
 - la nota del Direttore del Dipartimento Sviluppo Economico, Innovazione Istruzione Formazione e Lavoro del 20/06/2016 con la quale la Regione Puglia ha manifestato la volontà di partecipare insieme al Ministero del Lavoro e delle Politiche sociali - amministrazione capofila - in qualità di soggetto co-attuatore del progetto intitolato Meet the Neet, candidato al citato avviso pubblico della Commissione Europea - VP/2016/008;
 - il progetto Meet The Neet, redatto dal Ministero del Lavoro e delle Politiche sociali - DG Politiche Attive, Servizi per il Lavoro e Formazione, nella sua funzione di Autorità di Gestione dei PON YEI, insieme con Regione Puglia, Regione Lazio, Regione Veneto e C.I.O.F.S. FORMAZIONE PROFESSIONALE, e presentato in candidatura ai sensi del citato avviso della Commissione Europea VP/2016/008 in data 27 giugno 2016;
 - la nota della Commissione Europea, Direzione Generale Lavoro, Affari Sociali e Inclusione avente ad oggetto “Information sharing and outreach activities to young people about the Youth Guarantee” con la quale è stato comunicato al Ministero del Lavoro e delle Politiche Sociali e i suoi partner, l’ammissione al finanziamento del progetto Meet the Neet, identificativo n. VP/2016/008/0024;
 - la nota del Ministero del Lavoro e delle Politiche Sociali, n. prot. 0017326 del 25/11/2016 “Proposta progettuale Meet the Neet in risposta alla Call VP/2016/008 Information sharing and outreach activities to young people about the Youth Guarantee (scadenza 30/06/2016). Comunicazione esiti della selezione” indirizzata alle amministrazioni co-attuatrici;
 - il Grant Agreement VS/2016/0398 (e relativi allegati che ne costituiscono parte integrante) firmato, a seguito di valutazione positiva della proposta da parte della Commissione europea, dal Ministero del Lavoro e delle Politiche Sociali - DG Politiche Attive, Servizi per il Lavoro e Formazione, in data 16 dicembre 2016 e controfirmato dalla Commissione Europea in data 22 dicembre 2016;
 - il decreto del Direttore dell’Agenzia Nazionale per le Politiche Attive - ANPAL, 14 aprile 2017, n. 152 con il quale l’Agenzia, in qualità di capofila nazionale del Progetto Meet the Neet, formalizza obiettivi e modalità di gestione del predetto progetto, così come approvato dalla Commissione Europea;
 - il D.Lgs. 23 giugno 2011, n. 118 come integrato dal D.Lgs. 10 agosto 2014, n. 126 “Disposizioni integrative e correttive del D.Lgs. 118/2011 recante disposizioni in materia di armonizzazione dei sistemi contabili e degli schemi di bilancio delle Regioni, degli enti locali e dei loro organismi, a norma degli articoli 1 e 2 della L 42/2009”;
 - In particolare, l’art. 51, comma 2 del D.Lgs. 118/2011 D.Lgs. 23 giugno 2011 n. 118 e ss.mm.ii il quale prevede che la Giunta, con provvedimento amministrativo, autorizza le variazioni del documento tecnico di accompagnamento e le variazioni del bilancio di previsione relativamente all’istituzione di nuovi capitoli di bilancio;
 - la L.R. n. 67 del 29/12/2017 “Disposizioni per la formazione del bilancio di previsione 2018 e bilancio pluriennale 2018 - 2020 della Regione Puglia (legge di stabilità 2018)”;
 - la L.R. n. 68 del 29/12/2017 “ Bilancio di previsione della regione Puglia per l’esercizio finanziario 2018 e pluriennale 2018-2020;
- la DGR n. 38 del 18/01/2018 di approvazione del Documento tecnico di accompagnamento al bilancio di previsione e del Bilancio finanziario gestionale 2018-2020 previsti dall’art.39, comma 10 del decreto Legislativo 23 giugno 2011, n.118 e ss.mm.ii.;

CONSIDERATO CHE

- il programma dell’Unione europea per l’occupazione e l’innovazione sociale (EaSI) ha lo scopo di contribuire all’attuazione di Europa 2020, fornendo un sostegno finanziario alla realizzazione degli

obiettivi dell'Unione relativi alla promozione di un elevato livello di occupazione di qualità e sostenibile, la garanzia di un'adeguata e dignitosa protezione sociale, la lotta contro l'esclusione sociale e la povertà e il miglioramento delle condizioni di lavoro;

- l'avviso della Commissione Europea n. VP/2016/008 attivato nell'ambito dell'EaSI programme - PROGRESS axis: Information sharing and outreach activities to young people about the Youth Guarantee si pone gli obiettivi della Condivisione di informazioni e delle attività di sensibilizzazione per i giovani sulla Garanzia Giovani;
- il progetto Meet The Neet si pone l'obiettivo di rafforzare l'efficacia della Garanzia Giovani attraverso azioni di disseminazione sul territorio e di coordinamento degli stakeholder capaci di intercettare le categorie di giovani in particolare, coloro che versano in situazioni di ulteriore disagio sociale e figli di immigrati stranieri; tanto al fine di coinvolgere gli stessi Neet in attività di informazione e sensibilizzazione per favorire la loro adesione alle opportunità offerte dal Programma della Garanzia Giovani, attraverso una serie di incontri con stakeholder del territorio e aziende, associazioni giovanili, enti di formazione;
- la Regione Puglia nell'ambito del progetto Meet the Neet è chiamata ad organizzare eventi di promozione e di disseminazione concernenti le misure di Garanzia Giovani nelle zone periferiche del territorio pugliese al fine di intercettare i giovani destinatari delle stesse misure, nonché a favorire la collaborazione tra amministrazioni pubbliche e soggetti privati operanti nell'ambito dei servizi sociali attraverso la costituzione di un Comitato territoriale Multistakeholder;
- le attività progettuali sopra riportate sono state già avviate mediante la partecipazione al kick-off meeting del progetto "MEET the NEET" presso il Ministero del Lavoro e delle Politiche Sociali in data 09/02/2017 e mediante ulteriori iniziative di disseminazione;
- Con nota PEC prot. n.670 del 23.04.2018, trasmessa ad Anpal - Divisione III, in qualità di capofila del progetto, sono stati comunicati i nominativi dei dipendenti facenti parte del gruppo di lavoro impegnato nel progetto;

PRESO ATTO CHE:

- per la realizzazione del progetto Meet the Neet le cui attività devono essere completate entro il 30 giugno 2018, la Commissione europea ha approvato un budget complessivo di € 370.161,19;
- la Commissione eroga un importo complessivo di euro 292.658,71 pari al 70,06% dei costi eleggibili totali;
- La quota di finanziamento prevista per Regione Puglia ammonta ad euro 70.750,38, di cui la quota parte di cofinanziamento a carico della Regione Puglia è pari ad euro 14.150,08;

Alla luce di quanto sopra esposto si propone di:

1. prendere atto dell'ammissione a finanziamento del progetto Meet the Neet, di cui all'allegato A - parte integrante e sostanziale del presente atto - al quale la Regione Puglia partecipa come soggetto co-attuatore accanto all'ente capofila Ministero del Lavoro e delle Politiche Sociali - Agenzia Nazionale per le Politiche Attive del Lavoro e insieme a Regione Lazio, Regione Veneto e all'ente di formazione CIOFS - FP;
2. di individuare la Sezione Promozione e Tutela del Lavoro quale struttura competente per l'attuazione del progetto "Meet the NEET", dando mandato al Dirigente della medesima Sezione di adottare tutti gli atti necessari alla gestione dello stesso;
3. di istituire n. 1 capitolo di entrata e n. 5 capitoli di spesa per l'attuazione del progetto MEET THE NEET e di procedere, ai sensi dell'art. 51 comma 2 del D.lgs 118 del 23/06/2011 e ss.mm.ii., alla variazione del Bilancio di previsione 2018 e pluriennale 2018-2020, nonché al documento tecnico di accompagnamento e al bilancio gestionale approvati con la DGR n. 38 del 18/01/2018;
4. di approvare l'allegato E/1, parte integrante del presente atto per l'esercizio finanziario 2018;
5. di incaricare, conseguentemente all'approvazione della presente deliberazione, la Sezione Bilancio e Ragioneria di trasmettere alla Tesoreria generale il prospetto E/1 di cui all'art. 10 c.4 del D.Lg. 118/2011;
6. di dare atto che la partecipazione della Regione Puglia al progetto europeo comporta un onere di euro 14.150,08 per costi del personale retribuito a carico del bilancio regionale autonomo e impiegato nelle attività del progetto stesso.

COPERTURA FINANZIARIA ai sensi del D.LGS. n. 118/2011 e s.m.i.

Il presente provvedimento comporta l'istituzione di n. 1 capitolo di entrata e n. 5 capitoli di spesa, nonché la variazione al Bilancio di previsione per l'esercizio finanziario 2018 e pluriennale 2018-2020, al Documento Tecnico di Accompagnamento ed al Bilancio Finanziario Gestionale 2018-2020 ai sensi dell'art. 51, comma 2 del D. Lgs. n. 118/2011 come integrato dal D. Lgs. n. 126/2014.

BILANCIO VINCOLATO**PARTE ENTRATA – In termini di competenza e cassa:**

Istituzione di un nuovo capitolo di entrata riguardante l'utilizzo di risorse comunitarie – entrate non ricorrenti

CRA	CNI	Declaratoria	Titolo, Tipologia, Categoria	Codifica Piano dei Conti finanziario	Codice identificativo delle transazioni riguardanti le risorse dell'Unione Europea	Variazione e.f. 2018
62.12	2056266	PROGRAMMA EASI – PROGETTO MEET THE NEET – TRASFERIMENTO QUOTA UE DA MINISTERO DEL LAVORO E DELLE POLITICHE SOCIALI	2.101.1	E.2.01.01.01.001	1	+56.600,30

BILANCIO VINCOLATO**PARTE SPESA – In termini di competenza e cassa:**

Istituzione di nuovi capitoli di spesa riguardanti l'utilizzo di risorse comunitarie – spese non ricorrenti

CRA	CNI	Declaratoria	Missione, Programma, Titolo	Codifica Piano dei Conti finanziario	Variazione e.f. 2018	Codice identificativo delle transazioni riguardanti le risorse dell'Unione Europea
62.12	1503004	PROGRAMMA EASI – PROGETTO MEET THE NEET – SPESE PER TRASFERITA ED ORGANIZZAZIONE EVENTI	15.3.1	U.1.03.02.02.000	+€ 12.500,00	6
62.12	1503005	PROGRAMMA EASI – PROGETTO MEET THE NEET – COMPETENZE PERSONALE DIPENDENTE	15.3.1	U.1.01.01.01.000	+€27.786,56	6
62.12	1503006	PROGRAMMA EASI – PROGETTO MEET THE NEET – CONTRIBUTI PERSONALE DIPENDENTE	15.3.1	U.1.01.02.01.000	+€9.820,05	6
62.12	1503007	PROGRAMMA EASI – PROGETTO MEET THE NEET – IRAP PERSONALE DIPENDENTE	15.3.1	U.1.02.01.01.000	+€3.493,51	6

62.12	1503008	PROGRAMMA EASI - PROGETTO MEET THE MEET - SPESE GENERALI	15.3.1	U.1.03.01.02.000	+€ 3.000,18	6
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Titolo giuridico che supporta il credito: Grant Agreement for an action with multiple beneficiaries – agreement number VS/2016/0398;
 Si attesta che l'importo relativo alla copertura del presente provvedimento corrisponde ad obbligazione giuridicamente perfezionata, con debitore certo: Anpal per conto della Commissione Europea e già assolta per € 22.640,12 giusta provvisorio di entrata n. 1012/2018.
 All'accertamento dell'entrata della residua somma di € 33.960,18 e agli impegni di spesa provvederà, nel corrente esercizio, il Dirigente della Sezione Promozione e Tutela del Lavoro, ai sensi del principio contabile di cui all'allegato 4/2, par. 3.6, lett. c) "contributi a rendicontazione" del D. Lgs. 118/2011.
 Si attesta che l'operazione contabile proposta assicura il rispetto dei vincoli di finanza pubblica garantendo il pareggio di bilancio di cui alla L.R. n.68/2017 ed il rispetto delle disposizioni di cui ai commi 465, 466 dell'art. unico della Legge n. 232 /2016 e ss.mm.ii. e del comma 755 dell'articolo unico della Legge n.205/2017

BILANCIO AUTONOMO

La contabilizzazione delle entrate rivenienti dal rimborso delle spese di personale impiegato nel presente progetto finanziato da risorse UE e già sostenute a carico del Bilancio autonomo della Regione avverrà sul capitolo di entrata 3064060 "Rimborsi per spese di personale sostenute per progetti finanziati da risorse UE", piano dei conti finanziario 3.05.02.01 "Rimborsi ricevuti per spese di personale".

Ai successivi atti di regolarizzazione contabile tra i capitoli di spesa che vengono istituiti con il presente provvedimento e il citato cap. 3064060, si provvederà con appositi atti dirigenziali della Sezione Promozione e Tutela del Lavoro.

Si dà atto di avere inviato opportuna informativa a mezzo PEC da parte della Sezione Promozione e Tutela del Lavoro alla Sezione Personale, per le valutazioni di competenza, con il dettaglio degli importi che si prevede di recuperare a titolo di spese di personale regionale impiegato nel presente progetto a seguito di idonea e dettagliata rendicontazione da sottoporre all'approvazione della Commissione Europea quale soggetto debitore. Dell'avvenuta effettiva riscossione dei citati importi la medesima Sezione Promozione e Tutela del Lavoro darà comunicazione alla Sezione Personale.

Sulla base delle risultanze istruttorie, l'Assessore alla Formazione e Lavoro - Politiche per il lavoro, Diritto allo studio, Scuola, Università, Formazione professionale, Prof. Sebastiano Leo, propone l'adozione del conseguente atto finale che rientra nelle competenze della Giunta Regionale, ai sensi della LR. Puglia n. 7/1997, art. 4 comma 4, lett. d) e K).

LA GIUNTA REGIONALE

- Udita la relazione e la conseguente proposta dell'Assessore al ramo;
- Vista la sottoscrizione posta in calce al presente provvedimento da parte del Dirigente del Servizio Politiche Attive per il Lavoro e dal Dirigente della Sezione Promozione e Tutela del Lavoro che ne attestano la conformità alla legislazione vigente;
- A voti unanimi espressi nei modi di legge;

DELIBERA

- di approvare la relazione dell'Assessore proponente il presente provvedimento che qui si intende integralmente riportata;
- di prendere atto dell'ammissione a finanziamento del progetto Meet the Neet, di cui all'allegato A - parte integrante e sostanziale del presente atto - al quale la Regione Puglia partecipa come soggetto co-attuatore accanto all'ente capofila Ministero del Lavoro e delle Politiche Sociali - Agenzia Nazionale per le Politiche Attive del Lavoro e insieme a Regione Lazio, Regione Veneto e all'ente di formazione CIOFS - FP;
- di dare atto che la partecipazione della Regione Puglia al progetto europeo MEET THE NEET comporta oneri a carico dell'Amministrazione regionale per € 14.150,08 per costi del personale retribuito a carico del bilancio regionale autonomo e impiegato nelle attività del progetto stesso;
- di individuare la Sezione Promozione e Tutela del Lavoro quale struttura competente per l'attuazione del progetto "Meet the NEET", dando mandato al Dirigente della medesima Sezione di adottare tutti gli atti necessari alla gestione dello stesso Progetto.
- di istituire n. 1 capitolo di entrata e n. 5 capitoli di spesa così come indicata nella sezione "copertura finanziaria" del presente atto;
- di apportare la variazione al bilancio regionale 2018 e pluriennale 2018-2020, così come indicata nella sezione "copertura finanziaria" del presente atto;
- di approvare l'allegato E/1, parte integrante e sostanziale del presente provvedimento;
- di incaricare, conseguentemente all'approvazione della presente deliberazione, la Sezione Bilancio e Ragioneria di trasmettere alla Tesoreria generale il prospetto E/1 di cui all'art. 10 c.4 del D.Lg. 118/2011;
- di incaricare la Sezione Promozione e Tutela del Lavoro a trasmettere la presente Deliberazione alla Sezione Personale ed Organizzazione per le valutazioni di competenza, unitamente alle consequenziali informative riferite ai rimborsi delle spese di personale effettivamente riscossi negli esercizi finanziari;
- di disporre la pubblicazione integrale del presente provvedimento sul BURP e sul Sito Istituzionale.

IL SEGRETARIO DELLA GIUNTA
ROBERTO VENNERI

IL PRESIDENTE DELLA GIUNTA
MICHELE EMILIANO

Allegato E/1

Allegato n. 8/1
al D.Lgs 118/2011

Allegato delibera di variazione del bilancio riportante i dati d'interesse del Tesoriere

data: .../.../..... n. protocollo

Rif. Proposta di delibera del LAV/DEL/2018/000__

SPESE

MISSIONE, PROGRAMMA, TITOLO	DENOMINAZIONE		PREVISIONI AGGIORNATE ALLA PRECEDENTE VARIAZIONE - DELIBERA N. - ESERCIZIO 2018	VARIAZIONI		PREVISIONI AGGIORNATE ALLA DELIBERA IN OGGETTO - ESERCIZIO 2018
				in aumento	in diminuzione	
MISSIONE	15	POLITICHE PER IL LAVORO E LA FORMAZIONE PROFESSIONALE				
Programma	3	Sostegno all'occupazione				
TITOLO	1	Spese correnti	residui presunti			
			previsione di competenza	€ 56.600,30		
			previsione di cassa	€ 56.600,30		
Totale Programma	3	Sostegno all'occupazione	residui presunti			
			previsione di competenza	€ 56.600,30		
			previsione di cassa	€ 56.600,30		
TOTALE MISSIONE	15	POLITICHE PER IL LAVORO E LA FORMAZIONE PROFESSIONALE	residui presunti			
			previsione di competenza	€ 56.600,30		
			previsione di cassa	€ 56.600,30		
TOTALE VARIAZIONI IN USCITA			residui presunti			
			previsione di competenza	€ 56.600,30		
			previsione di cassa	€ 56.600,30		
TOTALE GENERALE DELLE USCITE			residui presunti			
			previsione di competenza	€ 56.600,30		
			previsione di cassa	€ 56.600,30		

ENTRATE

TITOLO, TIPOLOGIA	DENOMINAZIONE		PREVISIONI AGGIORNATE ALLA PRECEDENTE VARIAZIONE - DELIBERA N. - ESERCIZIO 2018	VARIAZIONI		PREVISIONI AGGIORNATE ALLA DELIBERA IN OGGETTO - ESERCIZIO 2018
				in aumento	in diminuzione	
TITOLO	II	TRASFERIMENTI CORRENTI				
Tipologia	101	Trasferimenti correnti da Amministrazioni pubbliche	residui presunti	0,00		0,00
			previsione di competenza	0,00	€ 56.600,30	0,00
			previsione di cassa	0,00	€ 56.600,30	0,00
TOTALE TITOLO	II	TRASFERIMENTI CORRENTI	residui presunti	0,00		0,00
			previsione di competenza	0,00	€ 56.600,30	0,00
			previsione di cassa	0,00	€ 56.600,30	0,00
TOTALE VARIAZIONI IN ENTRATA			residui presunti	0,00		0,00
			previsione di competenza	0,00	€ 56.600,30	0,00
			previsione di cassa	0,00	€ 56.600,30	0,00
TOTALE GENERALE DELLE ENTRATE			residui presunti	0,00		0,00
			previsione di competenza	0,00	€ 56.600,30	0,00
			previsione di cassa	0,00	€ 56.600,30	0,00

TIMBRO E FIRMA DELL'ENTE
Responsabile del Servizio Finanziario / Dirigente responsabile della spesaALLEGATO COMPOSTO
DI N. 11/2018 FACCIAEIL DIRIGENTE DELLA SEZIONE
SEZIONE PROMOZIONE E TUTELA DEL LAVORO
Dott.ssa Luisa Anna FIORE



EUROPEAN COMMISSION
DG Employment, Social Affairs and Inclusion

Employment
Employment Strategy

ARES 22. 12. 2016

Brussels,

N° 714 61 49

Mr Salvatore PIRRONE
General Directorate Active Policies,
Employment Services and Training
VIA FORNOVO 8
00192 ROMA
ITALY

Subject: Notification letter two

Ref.: VS/2016/0398 – MEET the NEET

Dear Sir or Madam,

Please find enclosed your copy of the agreement no. VS/2016/0398 signed by the Commission.

Please note the following:

- If a pre-financing payment is foreseen by the agreement, please refer to the appropriate clause(s) of the agreement. If the pre-financing payment is payable after signature of the agreement without other pre-conditions, it is not necessary to send a request for payment. In all other cases, please send us, at your earliest convenience, a payment request in writing;
- Payment requests should be marked in uppercase "PAYMENT REQUEST" in order to ensure speedy identification and processing by our staff;
- Payment requests should be sent to the address set out in the agreement.

Yours faithfully,

Max UEBE
Head of Unit

c.c.: Elodie FAZI
Monika BARANOWSKA



Ministero del Lavoro e delle Politiche Sociali

Arrivo - Roma, 04/01/2017
Prot. ANPAL /
0000046

Agreement number: VS/2016/0398

Multi beneficiaries model agreement: November 2016



EUROPEAN COMMISSION
DG Employment, Social Affairs and Inclusion
Employment
Employment Strategy



GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

AGREEMENT NUMBER — VS/2016/0398

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

of the one part,

The European Union ('the Union'), represented by the European Commission ('the Commission'), represented for the purposes of signature of the Agreement by Max UEBE, Head of Unit, Employment Strategy,

and

of the other part,

1. 'the coordinator'

The Italian Republic,

represented for the purposes of signature of the Agreement by Salvatore PIRRONE, Director, General Directorate Active Policies, Employment Services and Training

and the following other beneficiaries:

2. REGIONE VENETO, represented by Formazione, Istruzione e Lavoro (ITALY)
3. LAZIO, represented by Labour (ITALY)
4. PUGLIA, represented by Dipartimento Sviluppo Economico, Innovazione, Istruzione, Formazione e Lavoro (ITALY)
5. C.I.O.F.S. FORMAZIONE PROFESSIONALE ASSOCIAZIONE (ITALY)

duly represented for the signature of the Agreement by the coordinator by virtue of the mandate(s) included in Annex IV.

Unless otherwise specified, references to 'beneficiary' and 'beneficiaries' include the coordinator.

The parties referred to above



Agreement number: VS/2016/0398

Multi beneficiaries model agreement: November 2016

HAVE AGREED

to the Special Conditions ('the Special Conditions') and the following Annexes:

- Annex I Description of the action
- Annex II General Conditions ('the General Conditions')
- Annex III Estimated budget of the action
- Annex IV Mandate(s) provided to the coordinator by the other beneficiary(ies)
- Annex V Model technical report
- Annex VI Model financial statement: not applicable
- Annex VII Model terms of reference for the certificate on the financial statements: not applicable
- Annex VIII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable

which form an integral part of the Agreement.

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

The provisions in Annex II 'General Conditions' take precedence over the other Annexes.



Agreement number: VS/2016/0398

Multi beneficiaries model agreement: November 2016

SPECIAL CONDITIONS**TABLE OF CONTENTS**

Article I.1 — Subject matter of the agreement	5
Article I.2 — Entry into force and implementation period of the agreement	5
Article I.3 — Maximum amount and form of the grant	5
Article I.4 — Reporting — Requests for payment and supporting documents	5
I.4.1 Reporting periods	5
I.4.2 Request for second pre-financing payment and supporting documents.....	6
I.4.3 Requests for interim payments and supporting documents.....	6
I.4.4 Request for payment of the balance and supporting documents	6
I.4.5 Information on cumulative expenditure incurred	7
I.4.6 Currency for requests for payment and financial statements and conversion into euros.....	7
I.4.7 Language of requests for payments, technical reports and financial statements	8
Article I.5 — Payments and Payment arrangements.....	8
I.5.1 Payments to be made.....	8
I.5.2 Pre-financing payments.....	8
I.5.3 Interim payments.....	8
I.5.4 Payment of the balance.....	8
I.5.5 Notification of amounts due	9
I.5.6 Interest on late payment	9
I.5.7 Currency for payments	10
I.5.8 Date of payment	10
I.5.9 Costs of payment transfers	10
I.5.10 Payments to the coordinator	10



Agreement number: VS/2016/0398

Multi beneficiaries model agreement: November 2016

Article I.6 — Bank account for payments.....	10
Article I.7 — Data controller, communication details of the parties	10
I.7.1 Data controller.....	10
I.7.2 Communication details of the Commission	10
I.7.3 Communication details of the beneficiaries	11
Article I.8 — Entities affiliated to the beneficiaries	11
Article I.9 — Additional provisions on use of the results (including intellectual and industrial property rights)	11
Article I.10 — Obligation to conclude an internal cooperation agreement	12
Article I.11 — Special provisions on the financial responsibility for recoveries	12
Article I.12 — Settlement of disputes with non-EU beneficiaries.....	12
Article I.13 — Beneficiaries which are international organisations	12
Article I.14 — Other special conditions.....	12



Agreement number: VS/2016/0398

Multi beneficiaries model agreement: November 2016

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 **MEET the NEET**, as described in Annex I.

By signing the Agreement, the beneficiaries accept the grant and agree to implement the *action*, acting on their own responsibility.

ARTICLE I.2 — ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

I.2.1 The Agreement enters into force on the date on which the last party signs it.

I.2.2 The *action* runs for **18** months starting on 2 January 2017.

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

I.3.1 The *maximum amount of the grant* is EUR 292 658.71.

I.3.2 The grant takes the form of:

- (a) the reimbursement of 79.06% of the eligible costs of the *action* ('reimbursement of eligible costs'), which are estimated at EUR 370 161.19 and which are:
 - (i) actually incurred ('reimbursement of actual costs') for the direct costs of the beneficiaries and affiliated entities
 - (ii) reimbursement of unit costs: not applicable
 - (iii) reimbursement of lump sum costs: not applicable
 - (iv) declared on the basis of a flat rate of 7% of the eligible direct costs ('reimbursement of flat-rate costs') for the indirect costs of the beneficiaries and affiliated entities
 - (v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable
- (b) unit contribution: not applicable
- (c) lump sum contribution: not applicable
- (d) flat-rate contribution: not applicable

ARTICLE I.4 — REPORTING — REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS**I.4.1 Reporting periods**

The *action* is divided into the following *reporting periods*:

- Reporting period I: from month 1 to month 9



Agreement number: VS/2016/0398

Multi beneficiaries model agreement: November 2016

- Reporting period 2: from month 10 to month 18

I.4.2 Request for second pre-financing payment and supporting documents

The coordinator must submit a request for the second pre-financing payment within 60 calendar days following the end of the first reporting period.

The request must be accompanied by the following documents:

- (a) a progress report on the 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').

I.4.3 Requests for interim payments and supporting documents

Not applicable.

I.4.4 Request for payment of the balance and supporting documents

The coordinator must submit a request for payment of the balance within 60 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the *action* ('final technical report'), drawn up in accordance with Annex V, containing:
 - (i) 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, as provided for in Article I.3.2(a)(ii) and (iii), (b) or (c));
 - (ii) information on subcontracting as referred to in Article II.11.1(d);
- (b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by each beneficiary and its affiliated entities.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and detail the amounts for each of the forms of grant set out in Article I.3.2 for the last reporting period;

- (c) a summary financial statement ('summary financial statement').

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3 for each beneficiary and its affiliated entities;

- (d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each beneficiary and for each affiliated entity, if:



Agreement number: VS/2016/0398

Multi beneficiaries model agreement: November 2016

- (i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article I.3.2(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more;
- (ii) the maximum grant amount indicated for that beneficiary and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate must be produced by an approved auditor or, in the case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII.

The certificate must certify that the costs declared in the final financial statement by the beneficiary concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

In addition, the certificate must certify that all the receipts referred to in Article II.25.3 have been declared.

The coordinator must certify that the information provided in the request for payment of the balance is full, reliable and true.

The coordinator must 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, the coordinator must certify that all the receipts referred to in Article II.25.3 have been declared.

I.4.5 Information on cumulative expenditure incurred

Not applicable.

I.4.6 Currency for requests for payment and financial statements and conversion into euros

Requests for payment and financial statements must be drafted in euros.

Beneficiaries and affiliated entities with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union*, determined over the corresponding reporting period (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion must 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/inforeuro/inforeuro_en.cfm), determined over the corresponding reporting period.



Agreement number: VS/2016/0398

Multi beneficiaries model agreement: November 2016

Beneficiaries and affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

I.4.7 Language of requests for payments, technical reports and financial statements

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

ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

The Commission must make the following payments to the coordinator:

- a first pre-financing payment;
- a second pre-financing payment, on the basis of the request for the second pre-financing payment referred to in Article I.4.2;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

I.5.2 Pre-financing payments

The aim of the pre-financing is to provide the beneficiaries with a float. The pre-financing remains the property of the Union until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Commission must make a first pre-financing payment of EUR 117 063.48 to the coordinator within 30 calendar days from the entry into force of the Agreement, except if Article II.24.1 applies.

The Commission must make a second pre-financing payment of EUR 117 063.48 to the coordinator within 60 calendar days from when the Commission receives the request for second pre-financing payment referred to in Article I.4.2, except if Article II.24.1 or II.24.2 apply.

If the statement on the use of the previous pre-financing instalment submitted in accordance with Article I.4.2 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 must be reduced by the difference between the 70% ceiling and the amount used.

I.5.3 Interim payments

Not applicable.

I.5.4 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the beneficiaries for the implementation of the *action*.



Agreement number: VS/2016/0398

Multi beneficiaries model agreement: November 2016

If 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 takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Commission must pay the balance within 90 calendar days from when it receives the documents referred to in Article I.4.4, except if Articles II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The Commission determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

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

I.5.5 Notification of amounts due

The Commission must send a *formal notification* to the coordinator:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment, an interim payment or the payment of the balance.

For the payment of the balance, the Commission must also specify the final amount of the grant determined in accordance with Article II.25.

I.5.6 Interest on late payment

If the Commission does not pay within the time limits for payment, the beneficiaries are entitled to late-payment interest 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 is 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*.

Late-payment interest is not due if all beneficiaries are Member States of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Agreement).

If the Commission suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment as provided for in Article II.24.1, these actions may not be considered as cases of late payment.

Late-payment interest covers 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 I.5.8. The



Agreement number: VS/2016/0398

Multi beneficiaries model agreement: November 2016

Commission does not consider payable interest when determining the final amount of the grant within the meaning of Article II.25.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the coordinator only if the coordinator requests it within two months of receiving late payment.

1.5.7 Currency for payments

The Commission must make payments in euros.

1.5.8 Date of payment

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

1.5.9 Costs of payment transfers

Costs of the payment transfers are borne as follows:

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

1.5.10 Payments to the coordinator

The Commission must make payments to the coordinator.

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

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

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

Name of bank: BANCA MONTE DEI PASCHI DI SIENA S.P.A.
Branch address: ROMA, ITALY
Account name: MINISTERO DEL LAVORO E DELLE POLITICHE SOCIALI
IBAN code: IT59J0103003200000006194725

ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

1.7.1 Data controller

The entity acting as a data controller as provided for in Article II.7 is the Head of Unit of DG Employment, Social Affairs and Inclusion — EaSI, Direct and Indirect Management.

1.7.2 Communication details of the Commission

Any communication addressed to the Commission must be sent to the following address:



Agreement number: VS/2016/0398

Multi beneficiaries model agreement: November 2016

European Commission
DG Employment, Social Affairs and Inclusion
Unit EMPL.B.1
B-1049 Brussels, Belgium
Email address: empl-vp-2016-008@ec.europa.eu

I.7.3 Communication details of the beneficiaries

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

Mr Salvatore PIRRONE, Director
General Directorate Active Policies, Employment Services and Training
VIA FORNOVO 8
00192 ROMA
ITALY
Email address: politicheattive@lavoro.gov.it

ARTICLE I.8 — ENTITIES AFFILIATED TO THE BENEFICIARIES

The following entities are considered as affiliated entities for the purpose of the Agreement:

- ASAP, affiliated to LAZIO;
- CIOFS/FP Lazio, affiliated to C.I.O.F.S. FORMAZIONE PROFESSIONALE ASSOCIAZIONE;
- CIOFS/FP PUGLIA, affiliated to C.I.O.F.S. FORMAZIONE PROFESSIONALE ASSOCIAZIONE;
- CIOFS/FP VENETO, affiliated to C.I.O.F.S. FORMAZIONE PROFESSIONALE ASSOCIAZIONE;
- Veneto Lavoro, affiliated to REGIONE VENETO.

ARTICLE I.9 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In accordance with Article II.9.3, whereby the Union acquires rights to use the results of the *action*, these results may be exploited using any of the following modes:

- (a) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- (b) communication through press information services;
- (c) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- (d) edit or re-write the results of the *action*, including shortening, summarising, modifying the content, correcting technical errors in the content;



Agreement number: VS/2016/0398

Multi beneficiaries model agreement: November 2016

- (e) cut, insert meta-data, legends or other graphics, visual, audio or word elements in the results of the *action*;
- (f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the *action*;
- (g) prepare derivative works of the results of the *action*;
- (h) translate, insert subtitles in, dub the results of the *action* in languages used within the EU or languages of candidate countries;
- (i) license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out Article II.9.3 of the General Conditions and in the points above.

The beneficiaries must ensure that the Union has the rights of use specified in the General Conditions and in the points above for the whole duration of the industrial or intellectual property rights concerned.

ARTICLE I.10 — OBLIGATION TO CONCLUDE AN INTERNAL COOPERATION AGREEMENT

The beneficiaries must conclude an internal cooperation agreement including provisions on the management, operation and coordination of the beneficiaries and the implementation of the *action*.

ARTICLE I.11 — SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES

The financial responsibility of each beneficiary is limited to its own debt, including any amount unduly paid by the Commission as a contribution towards the costs incurred by its affiliated entities.

Point (c) of the third paragraph of Article II.26.3 does not apply.

ARTICLE I.12 — SETTLEMENT OF DISPUTES WITH NON-EU BENEFICIARIES

Not applicable.

ARTICLE I.13 — BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS

Not applicable.

ARTICLE I.14 — OTHER SPECIAL CONDITIONS

Not applicable.



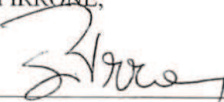
Agreement number: VS/2016/0398

Multi beneficiaries model agreement: November 2016

SIGNATURES

For the coordinator

Salvatore PIRRONE,
Director

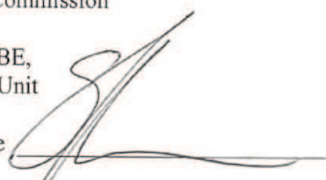
Signature 

Done at 16 DIC. 2016 Rome

on (date)

For the Commission

Max UEBE,
Head of Unit

Signature 

Done at Brussels

on 22/12/16 (date)



Template for "Description of the Action"

Please provide a detailed description of the action that goes beyond the information already provided in the grant application form. This offers an opportunity to develop further some important aspects in light of the award criteria (see section 9 of the call).

Please make sure that the description of the action provides information on the following:

1. How is the proposed action relevant to the objectives of the call?

The proposed action meets the goals of the call by involving directly all the relevant stakeholders (PES, PRES, career guidance providers, VET institutions, youth centres and organisations, national, regional, and local government, and youth) engaged in the Multistakeholders Technical Committee. The aim of the Multistakeholders Technical Committee is the outreach of vulnerable Youth (undereducated, from depressed/peripheral areas, from families having a very low education background, with a migrant background and at risk of social exclusion). Further private and public stakeholders will be informed and involved through the applicant, co-applicants' networks and dissemination channels, since many project dissemination events are planned.

The most vulnerable groups, described above, will be reached and informed about the Youth Guarantee opportunities through different tools and activities in public events, but also directly, by implementing a pilot door-to-door counselling service for the most difficult cases. These latter, in fact, will be reached up to their home, assuming they are out of the most common information channels, and are not used to visit the PES or YG corners by their own initiative, mostly due to cultural barriers and/or lack of knowledge.

The project MEET the NEET adopts an ad hoc communication strategy and a specific governance model in order to obtain the expected results. In brief:

- a new point of entry: the App both in English and in Italian and the translated national YG website into English;
- collaborative working and data sharing: through the Multistakeholders Technical Committee at regional and national level;
- peer to peer: 5 ambassadors and self-orienting groups;
- synergies with existing projects: the TV programme "Il posto giusto" broadcast on the national channel Rai3 that advertise good practices on Active Labour Market Policies (ALMP), networks joined by the applicant and co-applicants, projects implemented at regional and national level.

2. What is diagnosis of the issues addressed in the proposal?

In Italy, the European requests about the institution of a Guarantee Programme for Young People was adopted through the Italian Implementation Plan of Youth Guarantee of 23 December 2013, stating the common actions to undertake on National territory, in line with the European Recommendations. The National Operational Programme "Youth Employment Initiative" (NOP YEI), under the oversight of MLPS, is one of the main financial sponsors of the Programme. The NOP YEI was validated by the European Commission Resolution of 11 July 2014, with a budget of 1.5 billion euro (of which 567.5 million euro from YEI fund, 567.5 million euro from



ESF and 378 million from the national co-financing), to be spent before 31 December 2018. The NOP YEI sees the Regions involved, acting as "delegated managing authority", in implementing the national strategy on the local territories.

The Ministry of Labour and Regions, stipulated the agreement finalized to define the relationships and the allocation of tasks, and the elaboration of the Regional Implementation Plan "PAR" for the measures to be carried out and the budget management. The PAR adopts the actions defined at National level, but according to a regional strategy which takes into account the local specifics.

Thus the Italian model of the Youth Guarantee Programme is based on a synergetic relationship between different levels of government. The purpose is to give uniformity and consistency to National active policy system and labour services that are fragmented at local level. The National level has to implement the technology platform, the monitoring and evaluation system and information/communication activities at national level; the local level has to implement active policies' actions addressed directly to young beneficiaries of the Programme. The sharing of management responsibility between the State (managing authority) and Regions (Intermediate Bodies) is regulated by the principle of subsidiarity, according to which the Ministry is able to intervene and support the Regions that have some difficulties in achieving the planned objectives.

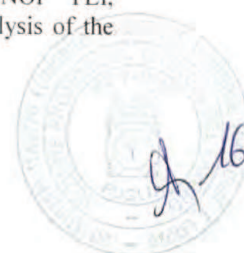
As reported in the Report of the Ministry of Labour on the Implementation of the Youth Guarantee and of the National Operational Programme "Youth Employment Initiative" (November 2015), the NOP YEI achieved important results up to now: the number of registration to the Youth Guarantee Programme amounted at 870,820, with a slightly preponderance of men (51%) than women (49%) and with a weekly increase of more than 9,000 people observed for the whole period. The number of people taken charge is 694,000 of young people. To national level, the 71% of registered young people have been taken charge.

The financial achievements of the NOP YEI are also remarkable: the first expenses target not only was achieved, but was even overcome: on 23th of May 2016 total expenditure of more than 151,000,000 € was certified on the YEI NOP (YEI resources, ESF resources, national co-financing), compared to the first goal of expenditure of € 109,718,841.28 euro. That is an evidence of the institutional capacity of good utilization of the resources available from the European funds.

However data shows that the young people who have more difficulties in job placement showed less inclination to register and to take part in the Programme: the registered people number, without considering the office cancellations following the cancellation made by the young person and for missing requirements, represents the 48.4% of one million and 723 thousand NEET young people aged 15-29 years who are available to work (according to the Continuous Workforce Survey, average 2013). The regional picture shows an heterogeneity about the coverage index of potential regional target. With regard to the 3 Regions involved in the project, Veneto Region reached almost the 70% of the NEET young people, while Lazio Region around 45,5% and Apulia Region around 35%.

Therefore, according to the analyzed data on the implementation of the YEI NOP, the following needs can be pointed out:

Reducing the regional fragmentation of the implementation of the NOP YEI, improving the sharing of information and fostering a more effective analysis of the paths of the users involved in the program;



Increasing the registrations and taking in charge of NEETs within the YG program, specifically addressing their needs.

To achieve that, an integrated and cross-sectoral approach has to be implemented, including all the relevant actors of the system (policy makers, the VET system, the employment services, the education and training institutions, youth representatives). The role played by VET staff, teachers, counsellors and tutors, as well as the direct participation of youth groups in designing and implementing effective strategies is considered crucial to achieve good results. Through participative activities youth are able to influence their situations and the measures targeting them and are fostered to be active citizens. Moreover developing strong tools and strategies to allow the ongoing dialogue and participation of all the stakeholders is also relevant to enhance the implementation of the Youth Guarantee Scheme.

3. How do you justify the approach suggested to address these issues?

The project is based on a participatory and integrated approach, involving:

1) Youth organisations to identify needs and obstacles of their peers and particularly of the target groups, to develop and test the effectiveness of the outreach tools and activities, to enable them to influence the strategies design to better implement the Youth Guarantee Scheme and to broaden their perspectives. Actually the Shadow Report on Youth Policy reveals that youth are not systematically involved in youth policy making, even if "Youth policy must be participative and involve young people in its design, implementation and evaluation through sustainable participative mechanisms".

2) multi-professional teams, composed by public and private actors in the VET system, guidance and employment services, education and training institutions, youth organizations and support services, public regional and national authorities responsible for policy making, intercultural mediators, to better reach Youth with migrant background, and social workers, to reach and keep in touch with Youth with special needs and at risk of social exclusion because of gender, domestic, economic and/or cultural issues.

The participation of all these actors in the Multistakeholders Technical Committees will guarantee an ongoing, open and constructive dialogue helping to broaden and change the perspectives, extensively analyse the challenges and co-plan with youth representatives and the relevant services, actions and strategies to better inform and engage young NEETs with the Youth Guarantee Scheme. The longer-term goal is to improve the quality and effectiveness of YG delivery by those authorities and communities that are actively engaged in planning and implementing measures to contrast youth unemployment, poverty and social exclusion.

The integrated approach can be successful if and only all the stakeholders work together. For this reason, the creation of the Multistakeholders Technical Committees is crucial, at both local and national level, which arrange meetings on a regular basis, involving the professionals along with young people. The aim of the Committees and of their meetings is providing mutual learning by sharing experiences and competences, ensuring that overlapping and repetitive activities are avoided (optimising resources and providing more coordinated provision for young people), avoiding competitiveness among stakeholders, providing effective outreach strategies. Moreover an integrated approach allows to create greater trust and collaboration between local and national institutions and young people. In this way institutions are fostered to implement more inclusive and equitable policies, improve their governance



and accountability, while young people are encouraged to play a crucial 'catalytic' role especially with those young people who are disadvantaged and hard to reach, and address them to the relevant schemes and services.

4. How are the relevant stakeholders involved? Are they involved in the work programme or also as co-applicants?

Thanks to the strong engagement of three different Italian Regions and of a not-for-profit VET organization (CIOFS-Fp), all co-applicants of the project, MEET THE NEET will be able to directly involve many private and public organisations at local level (including affiliated ones) for creating the Multistakeholders Technical Committee. In this regard each Region will exploit their already active networks to guarantee an actual multistakeholders participation, with particular attention to Youth organisation and Third sectors entities (NGOs, associations, and so on). The same approach will be adopted by the Ministry of Labour, at the national level, by involving its existing partnerships with the relevant stakeholders of the Third Sector acting nation-wide.

5. In order to promote a stronger involvement of Third Sector entities in the YG implementation, the Ministry of Labour, in fact, already signed Memoranda of Understanding with the Italian National Olympic Committee (CONI) and the Policoro Project promoted by CEI (Italian Episcopal conference), Italian Caritas and the Youth Volunteering Programme.

How do you ensure the effectiveness of the information dissemination strategy towards all relevant stakeholders and target groups?

The effectiveness of the dissemination strategy among the stakeholders will be ensured:

- using evidences of the good practices and the results;
- arranging dedicated meetings and events to promote mutual learning and information sharing among public authorities and the professionals of private and public sector;
- using participatory methods to adapt the successful measures and strategies to the specific contexts and to boost their transferability and the adaptability;
- activating every own partner network of VET centres, PES, job centres, education and training institutions, SME representatives, public authorities and youth organizations, to be involved in the implementation, exploitation and dissemination activities;
- capitalising the previous and current effective experiences, channels and tools of the partnership to facilitate and multiply the dissemination and use of the project outcomes in the contexts of VET, social inclusion, policy making.

The most relevant outcomes and the identified best practices will be documented in specific reports to be shared with all the relevant policy makers, public authorities and relevant stakeholders.



The effectiveness of the dissemination strategy among the youth target groups will be ensured by:

- A full and easy access to information through the YG website, both in Italian and English. The website will be updated and it will highlights all the most relevant information and outputs (such as video, brochures, documents and evidences) produced by the project. It will also contain the links to the relevant social media used for the information campaign as well as detailed and clear instructions to use the App;
- Developing and testing the App together with the youth organizations, in order to ensure that the tool is not only easy-to-use through smartphones, tablets, interactive multimedia boards, but is also attractive and effective for the target groups. The App will be available in Italian and English language, in order to be accessible to the larger audience of Italian and not Italian-speaking youth;
- Arranging dedicated dissemination events to reach NEETs, especially those belonging to vulnerable groups, in those places frequently hung out by youth (e.g.sport centres, shopping streets, beaches, Youth centres, musical concerts, sport events, cultural exhibitions, cinemas, etc.), in depressed areas and peripheral neighborhoods. In this way information will be disseminated directly in the contexts where they live and an in-depth and direct analysis of the needs of the most vulnerable groups can be realized on the field. The local effective dissemination is possible, thanks to the strong roots and contacts in the target areas, of both the regional institutions and the regional affiliated entities of CIOFS-FP;
- Developing youth-friendly electronic and web communications strategies, assuming that smartphones are more popular everywhere among Youth (also with a migrant or a low-level cultural background). Indeed, Youth digital native can be more comfortable with ICT tools than no digital communication/information tools.
- Promoting the direct field visits and contacts of young people with the professionals and employment services, through door-to-door counselling service, dedicated meetings and events, visits to the PES, PRES and youth conners etc., in order to foster the access of the target groups to the YG scheme;
- Promoting high interactions on the main virtual platforms, including social networking websites (Facebook), virtual forums where an expert moderator can encourage and properly address questions and discussions (App), microblogs (Twitter), photos and video sharing (Instagram, YouTube);
- Promoting direct dialogues with the Youth Ambassadors, organizing peer to peer meetings and interviews etc., since their personal experiences could be highly attractive and inspiring among the target group;
- Involving press and media, especially those most popular among young people and taking advantage of the Minister of Labour strong and widespread dissemination channels and networks. The institutional channels allow to enhance the visibility and reputation of the disseminated information and reach a wide audience.



These activities can be combined in different ways to fit the specific needs of youth target groups. It is the task of the Multistakeholders Technical Committees together with youth organizations to combine strategies and tools in the most effective way.

6. How is monitoring and evaluation of the planned activities foreseen?

The main goal of the project **monitoring** is to guarantee the correct implementation of the planned activities, the expected results achievement, the proper budget control and the respect of the time schedule. This goal will be achieved by designing an organic and comprehensive project management plan, clearly defining:

- each partner role, budget and expected results/efforts;
- timeline and expected quantitative and qualitative results (and the needed human and financial resources) per every deliverable to be realized as well as per every granted activity;
- technical and financial reports formats, guidelines and deadlines;
- quality control;
- evaluation indicators;
- periodic control system to regularly verify the project advancement in relation to the detailed work plan. With this aim, periodic sharing of internal documents and reports among partners, regular skype calls and constant email communications between the partners and the project coordinator will be realized.

During the project start-up and the first board management meeting, the Project Coordinator will provide partners with the instructions and checklists to produce the required accounting and technical documents. During the overall project implementation, the coordinator together with the experienced administrative staff of each partner will regularly verify the correctness of the accounting reports and the eligibility of expenditures, on the basis of common format and procedures.

Moreover the project monitoring will ensure the proper implementation by:

- identifying necessary changes to face unplanned situations and problem occurring during the project implementation;
- ensuring timely delivery of reports, account statements and any other document required by the European Commission;
- ensuring the quality controls and the security procedures for every document and deliverable of external use;
- implementing risk analysis and assessment throughout the project lifetime

The project coordinator will be responsible for monitoring the overall project. The project manager and the researcher will be in charge of the quality check, in order to: verify the quality of processes and products; realize and apply monitoring and evaluation tools; ensure the punctuality in the release of planned deliverables; ensure the effectiveness of the activities; support accounting activities ensuring the respect of financial requirements.

The **evaluation** will target both the Stakeholders and the youth, using the following quantitative and qualitative indicators:



1. Number of the Multistakeholders Technical Committees created in each Region involved (Veneto, Lazio and Apulia), and composition in terms of number and type of members and professions included;
2. Composition of the National Technical Committee, in terms of number and type of members, professions included;
3. Quality of the meetings of the Technical Committees at national and regional level, in terms of number and regularity of the meetings and members participation rate;
4. Number of the App downloads;
5. Degree of App users satisfaction;
6. Number of Young NEETs (disaggregated by sex) reached by the home information and counselling sessions in the three Regions involved;
7. Number of conferences and of dissemination events realized in each region involved;
8. Number of participants in the conferences and dissemination events;
9. Number of youth community self-orienting groups arranged in each region involved;
10. Increasing of YG registrations during the period of the project Youth outreach activities and tools implementation.

The Evaluation approach includes both management and target groups evaluation.

The management evaluation will be conducted through three evaluation questionnaires (F.11) and three board management meetings, which are in part dedicated to the project supervision and the identification of progresses, obstacles and solutions for possible weaknesses. The project meetings have the crucial role to agree on the approach and tools to be adopted for the project evaluation activities, to guide and support all the partners on how to use and implement the agreed evaluation measures and tools, to collect and discuss together the evaluation findings among the project partners.

The target groups evaluation will be conducted on the stakeholders involved by the Committees and the dissemination activities, the youth reached by the national dissemination activities and tools (App, website, advertising campaigns, etc.) and the specific vulnerable groups contacted through the local events and door-to-door counselling. The evaluation will be undertaken through satisfaction questionnaires, online survey and smiley face postcards described in F.11).

7. Is there a quality assurance plan?

Pursuant the Legislative Decree n. 150/2009, Italian public authorities have to implement procedures and strategy to improve the quality of their activities and monitoring the efficacy of the implemented actions. Further to the Ministerial Decree 30 January 2012, the MLPS adopts and implements "Criteria of application and operational procedures of the system for performance measuring & evaluation", which is the overall framework for the applicant to perform any activity, included the ones related to the implementation of the project MEET the NEET.

On the basis of the common performance criteria used in any activity implemented by the MLPS, the applicant has elaborated a quality plan for the project, which takes grounds on the following pillars:

- rationalisation and standardized procedures.



- clear individuations of objectives and tasks in compliance with a logical framework approach,
- continuous check & revise approach (monitor, evaluate and compare with best practices, improve),
- digitalisation of tools and procedures, both concerning the management of the project (i.e. conference call in addition to vis à vis meetings to improve the number of meetings and save money) and the action (i.e. the app and the virtual community).

8. How do you plan to enhance cost-effectiveness, i.e. proportionality of the project output and impact to the amount of the requested grant?

Consistently with the quality assurance plan described at the previous paragraph, the cost-effectiveness analysis is an activity that has been preliminarily performed during the preparation of the proposal and is meant to be checked along the implementation of the project.

A preliminary remark on our cost-effectiveness analysis is that MEET the NEET has no monetary outcomes, meaning that its results, such as health services and social services, are hardly monetizable. Thus, instead of simply comparing the costs of the projects and its incomes (with no monetary value), we have opted for an estimation of the avoided costs that the project indirectly allows.

In other words, the project is expected to get to 15.000 App downloads, meaning that many thousands of NEETs are expected to download the App and use it to acquire information on the YG. Moreover, in order to reach an extremely disadvantaged subgroup of NEETs, the project implements a pilot door-to-door counselling service, which will reach at least 300 highly marginalized NEETs. All those reached NEETs are therefore addressed to PES and PRES to register into the YG programme and start their own path towards the job market. Entering the job market, they will then indirectly pay taxes and withdraw from passive policies (e.g. unemployment allowances), with a net monetizable contribution to social welfare much higher than the costs of the project.

In addition, the project foresees youth physical and virtual communities, where already reached NEETs may invite their peers, contributing to the dissemination effect of the action, through a domino effect.

These considerations are at the basis of the cost-effectiveness evaluation of the action. During the implementation of the project, on-going evaluation will let the applicant to check the efficacy of the action in terms of reached results and, if necessary, to correct any unpredictable distortion. The project has indeed a 18-month duration in order to let the partnership have the time to revise the strategy if needed assuring the achievement of the planned goals.

9. Do you draw on and adapt experiences of similar previous or existing activities?

MEET the NEET will exploit also some results of previous projects led by CIOFS-FP. Particularly 1) SAVE (KA2-Strategic partnership VET 2014-1-IT01-KA202-002472)



which implemented the self-awareness tools to be provided through the App, tested both by trainers and trainees; 2) NETnotNEET (LLP KA1-Networks 543229-LLP-1-2013-1-IT-KA1-KA1NW) which offered tips and suggestions from final beneficiaries (as NEETs, early school leavers, unemployed Youth) and public and private stakeholders (policy makers, public authorities, NGOs, PES, VET organisations, parents organisations, and so on) to better implement services, methodologies and actions to reduce and prevent NEET issues, involving directly NEET people in designing policy using participative approach. Some of those tips have been exploited in designing MEET the NEET proposal.

10. What is the added value of the proposed action in light of similar previous or existing outreach, information-sharing and communication activities? To what extent will the proposed action be filling in the gaps?

The added values of this proposal are many:

- The strong involvement of multistakeholders team (public and private) could provide the following added value through the cooperation of Third sector and PES: a) Third sector as a megaphone: information on Youth Guarantee in all age groups; b) Third sector as active communicator to spread cultural messages; c) Third sector as territorial observatory and Focus group. E.g. drop-out recovery.
- The App development could be an added value to facilitate the outreach of Youth more at risk of social exclusion, because, even if it can still happen that in some economic, social and cultural depressed contexts people might not have any computers access, we can assume that smartphones are more popular everywhere among Youth (also with a migrant or a low-level cultural background). Then, Youth digital native can be more comfortable with ICT tools than no digital communication/information tools. Anyway digital and no digital tools are to be considered complementary to one hand and having a multiplier effect to another hand in relation to the already existing outreach, information-sharing and communication activities.
- The arrangement of home information and counselling sessions is a very innovative action particularly useful to reach NEET people, difficult to be reached, especially in depressed areas, from families having a very low educational background and at risk of social exclusion. In fact people with high level of marginalisation are more at risk of social exclusion because they are not used to visit social services or PES even if they are in need, filling a gap difficult to be filled with ordinary or standard activities. With this kind of intervention it will be possible to prevent NEET issues and also the drop-out of YG paths in progress. With this activity it will be possible to involve also the families of the young NEETs to be reached, avoiding also the risk that even if these young people get in touch with YG they drop-out the programme because of cultural, gender and/or family barriers.
- The self-orienting groups, where many people looking for a professional experience can offer and receive support each others, can be considered a further added value because able to offer also emotional support to overcome the isolation and depressing condition often related to the low self-esteem linked to the NEET condition.



The App will be available without any expire after the lifecycle of the project. The self-orienting groups and home information and counselling sessions are pilot intervention, which can be further developed at local level, whenever needed.

11. Is collaboration planned with networks established by the European Commission (such as Europe Direct and the Informal Network of ESF Information Officers INIO)? Yes.

The MLPS joins the Informal Network of ESF Information Officers INIO, EURES, Your first Eures Job, etc.

Lazio Region joins EURES, Your first Eures job, EARLALL, Enterprise Europe Network, Europe direct.

Veneto Region joins ENSA (European Social Authorities Network), while the affiliated entity Veneto Lavoro chairs the regional network for immigration.

Puglia Region joins EURES, Your first Eures job, etc.



12. Please include a work plan with well identified and well planned activities, a clear and attainable timetable and methodology, and key performance indicators (KPIs).

Application ref. VP/2016/008/0024		Project Workplan																	
Information: sharing and outreach activities to young people about the Youth Guarantee																			
Project: Meet the Neet																			
	Activities	YEAR 1									YEAR 2								
		1 Jan 2017	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	PROJECT MANAGEMENT & COORDINATION																		
1.1	Project management																		
1.2	Technical assistance for project implementation																		
1.3	Project monitoring and evaluation																		
2	MULTISTAKEHOLDERS TECHNICAL COMMITTEE (MTC)																		
2.1	Creation of 1 Multistakeholders Technical Committee (MTC) in Veneto, Lazio, Puglia																		
2.2	Meetings of the MTCs																		
2.3	Sharing databases and identifying target groups																		
2.4	collecting and sharing local successful strategies, tools and good practices																		
3	YOUTH OUTREACH ACTIVITIES & TOOLS																		
3.1	Identifying 5 Youth ambassadors among YG successful cases and collecting their experiences																		
3.2	Designing, developing and testing the Youth Guarantee App.																		
3.3	Translating the Youth Guarantee App, the YG website, video and advertising campaigns materials on Youth Ambassadors, from Italian to English																		
3.4	preparing and delivering home information and counselling sessions for Youth																		
3.5	creating youth community self-orienting groups																		
4	PROJECT DISSEMINATION																		
4.1	disseminating YG materials (leaflets, brochures, posters, gadgets)																		
4.2	Realizing and disseminating video and advertising campaigns materials for TV, radio, web on 5 Youth ambassadors																		
4.3	organizing the project launch conference																		
4.4	creation of dedicated dissemination events																		
4.5	organizing the project press conference																		
4.6	organizing the project final conference																		
MILESTONE/PRODUCT																			

25

The methodology used to manage the Multistakeholders Technical Committees will be inspired by the Community Led Local Development as participative approach, it means:

1. Bottom-up approach, initiated by civil society actors;
2. Open development, wide in scope and seeks to engage people (Youth, PES and VET key actors, local authorities, Third sector entities, and so on);
3. Drafted in collaboration by local actors, activities are based on a development plan where the main objectives should be to reach and involve in YG Youth in need.

Within the Multistakeholders Technical Committees there will be involved also Youth associations according to the bottom-up strategy and the participative approach which involve directly the final beneficiaries of the intervention, in order to allow them to have their say for the improvement and the implementation of actions targeted to the same Youth. This kind of participative and bottom-up methodologies were already successfully implemented by CIOFS-FP within another EU project focused on NEET issues (titled NETnotNEET LLP KA1-Networks 543229-LLP-1-2013-1-IT-KA1-KA1NW already mentioned on point 9 of this document) involving both Youth and policy makers, VET, PES key actors.

The methodology to be used for the information and home counselling sessions will be defined in progress taking into account the actual target of the intervention (of Roma people, Youth with migrant background, undereducated, vulnerable people, and so on). In this regard CIOFS-FP, which will run the action, can count on previous experiences with those targets (e.g. developed within other EU project or through personalized and individual training sessions). This activity will strongly involve the local Social Services engaged also in the Multistakeholders Technical Committees at local level.

The management of the self-orienting groups will be provided through skilled moderator/facilitator in each group. Dedicated activities will be arranged:

- to share networks in order to multiply the chance to get in touch with job offers;
- to empower NEET and Youth employments and reinforce their self-esteem;
- to improve the Youth performance of employability and self-employability through play role, mirroring, simulations, and so on;

About the overall project management and quality, the main key performance indicators are:

- the degree of user satisfaction revealed through a dedicated pop-up within the App;
- the App testing done by Youth (involved in the project) as potential users;
- the quality of the realized outputs revealed through the quality check within the partnership, to be shared during the kick-off meeting;
- the satisfaction degree of dissemination events participants, revealed through Smiley face postcards, to be collected at the end of every event realized within the project, in order to collect feedback on the event.

13. In case of subcontracting (as defined in section 4.2.2.3 of the Financial Guidelines) please provide detailed information on the reasons and tasks to be subcontracted. Please note that core tasks as defined in section 6.2 c of the call cannot be subcontracted.

The project does not envisage to subcontract core tasks of the action (e.g. strategy design, monitoring of the dissemination, information sharing and outreach activities).



The sole services that will be externalized are:

- design and development of the technical requisites of the App (external ITC provider individuated among at least three quotations according to best value for money criteria), which requires a specific ICT competence that cannot be found internally;
- translation of the content of the App and the website (external translation provider individuated among at least three quotations according to best value for money criteria), in order to assure a professional translation of the content, which could not be assured otherwise;
- coffee break services (external catering individuated among at least three quotations according to best value for money criteria), due to the necessity of assure hygiene standards.

The costs of the abovementioned externalized services do not exceed 60.000 euros each sub-contract, as described in the budget.



Multi beneficiaries model agreement General Conditions: November 2016

1

ANNEX II — GENERAL CONDITIONS**Table of contents**

PART A — LEGAL AND ADMINISTRATIVE PROVISIONS.....	5
Article II.1 — Definitions	5
Article II.2 — General obligations and roles of the beneficiaries	6
II.2.1 General obligations and role of the beneficiaries	6
II.2.2 General obligations and role of each beneficiary	6
II.2.3 General obligations and role of the coordinator	7
Article II.3 — Communication between the parties	8
II.3.1 Form and means of communication	8
II.3.2 Date of communications.....	8
Article II.4 — Liability for damages.....	8
Article II.5 — Conflict of interests	9
Article II.6 — Confidentiality	9
Article II.7 — Processing of personal data	9
II.7.1 Processing of personal data by the Commission.....	9
II.7.2 Processing of personal data by the beneficiaries.....	10
Article II.8 — Visibility of Union funding	10
II.8.1 Information on Union funding and use of the European Union emblem	10
II.8.2 Disclaimers excluding Commission responsibility	11
Article II.9 — Pre-existing rights and ownership and use of the results (including intellectual and industrial property rights)	11
II.9.1 Ownership of the results by the beneficiaries	11
II.9.2 Pre-existing rights.....	11
II.9.3 Rights of use of the results and of pre-existing rights by the Union	11



Multi beneficiaries model agreement General Conditions: November 2016

Article II.10 — Award of contracts necessary for the implementation of the action	12
Article II.11 — Subcontracting of tasks forming part of the action	13
Article II.12 — Financial support to third parties	14
Article II.13 — Amendments to the agreement	15
Article II.14 — Assignment of claims for payments to third parties	15
Article II.15 — <i>Force majeure</i>	15
Article II.16 — Suspension of the implementation of the action	16
II.16.1 Suspension of implementation by the beneficiaries	16
II.16.2 Suspension of implementation by the Commission	16
II.16.3 Effects of the suspension	17
Article II.17 — Termination of the agreement	18
II.17.1 Termination of the Agreement by the coordinator	18
II.17.2 Termination of the participation of one or more beneficiaries by the coordinator	18
II.17.3 Termination of the Agreement or the participation of one or more beneficiaries by the Commission	19
II.17.4 Effects of termination	20
Article II.18 — Applicable law, settlement of disputes and enforceable decisions	22
PART B — FINANCIAL PROVISIONS	23
Article II.19 — Eligible costs	23
II.19.1 Conditions for the eligibility of costs	23
II.19.2 Eligible direct costs	23
II.19.3 Eligible indirect costs	25
II.19.4 Ineligible costs	25
Article II.20 — Identifiability and verifiability of the amounts declared	25
II.20.1 Declaring costs and contributions	25



Multi beneficiaries model agreement General Conditions: November 2016

II.20.2	Records and other documentation to support the costs and contributions declared	26
II.20.3	Conditions to determine the compliance of cost accounting practices	27
Article II.21	— Eligibility of costs of entities affiliated to the beneficiaries	27
Article II.22	— Budget transfers	28
Article II.23	— Non-compliance with the reporting obligations	28
Article II.24	— Suspension of payments and time limit for payment	28
II.24.1	Suspension of payments	28
II.24.2	Suspension of the time limit for payments	30
Article II.25	— Calculation of the final amount of the grant	30
II.25.1	Step 1 — Application of the reimbursement rate to the eligible costs and addition of the unit, flat-rate and lump sum contributions	31
II.25.2	Step 2 — Limit to <i>maximum amount of the grant</i>	31
II.25.3	Step 3 — Reduction due to the no-profit rule	31
II.25.4	Step 4 — Reduction due to improper implementation or breach of other obligations	32
Article II.26	— Recovery	33
II.26.1	Recovery at the time of payment of the balance	33
II.26.2	Recovery after payment of the balance	33
II.26.3	Recovery procedure	33
II.26.4	Interest on late payment	34
II.26.5	Bank charges	34
Article II.27	— Checks, audits and evaluationS	34
II.27.1	Technical and financial checks, audits, interim and final evaluations	34
II.27.2	Duty to keep documents	35
II.27.3	Obligation to provide information	35



Multi beneficiaries model agreement General Conditions: November 2016

II.27.4	On-the-spot visits	36
II.27.5	Contradictory audit procedure	36
II.27.6	Effects of audit findings	36
II.27.7	Correction of systemic or recurrent errors, irregularities, fraud or breach of obligations	36
II.27.8	Checks and inspections by OLAF	38
II.27.9	Checks and audits by the European Court of Auditors	39



Multi beneficiaries model agreement General Conditions: November 2016

PART A — LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 — DEFINITIONS

The following definitions apply for the purpose of the Agreement:

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

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

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

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

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

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

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

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

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

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



Multi beneficiaries model agreement General Conditions: November 2016

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

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

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

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

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

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

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

ARTICLE II.2 — GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES

II.2.1 General obligations and role of the beneficiaries

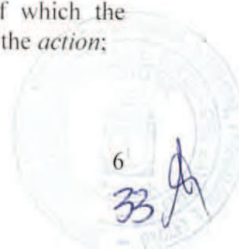
The beneficiaries:

- (a) are jointly and severally liable for carrying out the *action* in accordance with the Agreement. If a beneficiary fails to implement its part of the *action*, the other beneficiaries become responsible for implementing this part (but without increasing the *maximum amount of the grant*);
- (b) must comply jointly or individually with any legal obligations they are bound by under applicable EU, international and national law;
- (c) must make appropriate internal arrangements to implement the *action* properly. The arrangements must be consistent with the terms of the Agreement. If provided for in the Special Conditions, those arrangements must take the form of an internal cooperation agreement between the beneficiaries.

II.2.2 General obligations and role of each beneficiary

Each beneficiary must:

- (a) inform the coordinator immediately of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the *action*;
- (b) inform the coordinator immediately;



Multi beneficiaries model agreement General Conditions: November 2016

- (i) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
 - (ii) of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name, address or legal representative;
- (c) submit in due time to the coordinator:
 - (i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
 - (ii) all the necessary documents required for audits, checks or evaluations as provided for in Article II.27.
 - (iii) any other information to be provided to the Commission under the Agreement, except if the Agreement requires such information to be submitted directly by the beneficiary.

II.2.3 General obligations and role of the coordinator

The coordinator:

- (a) must monitor the implementation of the *action* in order to make sure that the *action* is implemented in accordance with the terms of the Agreement;
- (b) is the intermediary for all communications between the beneficiaries and the Commission, except if provided otherwise in the Agreement. In particular, the coordinator:
 - (i) must immediately inform the Commission:
 - of any change in the name, address, legal representative of any of the beneficiaries or of their affiliated entities;
 - of any change in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of their affiliated entities;
 - of any events or circumstances of which the coordinator is aware, that are likely to affect or delay the implementation of the *action*.
 - (ii) is responsible for supplying the Commission with all documents and information required under the Agreement, except if provided otherwise in the Agreement itself. If information is required from the other beneficiaries, the coordinator is responsible for obtaining and verifying this information before passing it on to the Commission;
- (c) must make the appropriate arrangements for providing any financial guarantees required under the Agreement;
- (d) must draw up the requests for payment in accordance with the Agreement;



Multi beneficiaries model agreement General Conditions: November 2016

- (e) if it is designated as the sole recipient of payments on behalf of all of the beneficiaries, it must ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;
- (f) is responsible for providing all the necessary documents required for checks and audits initiated before the payment of the balance or documents required for evaluation as provided for in Article II.27.

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

ARTICLE II.3 — COMMUNICATION BETWEEN THE PARTIES

II.3.1 Form and means of communication

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

- (a) be made in writing (in paper or electronic form);
- (b) bear the number of the Agreement; and
- (c) be made using the communication details identified in Article I.7.

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

II.3.2 Date of communications

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

Email is considered to have been received by the receiving party on the day of dispatch of that email, provided that it is sent to the email address indicated in Article I.7. The sending party must be able to prove the date of dispatch. If the sending party receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Commission using the postal or courier services is considered to have been received by the Commission on the date on which it is registered by the department identified in Article I.7.2.

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

ARTICLE II.4 — LIABILITY FOR DAMAGES

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



Multi beneficiaries model agreement General Conditions: November 2016

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

ARTICLE II.5 — CONFLICT OF INTERESTS

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

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

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

ARTICLE II.6 — CONFIDENTIALITY

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

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

II.6.3 The confidentiality obligations do not apply if:

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

ARTICLE II.7 — PROCESSING OF PERSONAL DATA

II.7.1 Processing of personal data by the Commission

Any personal data included in the Agreement must be processed by the Commission in accordance with Regulation (EC) No 45/2001.¹

Such data must be processed by the data controller identified in Article I.7.1 solely for implementing, managing and monitoring the Agreement or to protect the financial interests of the EU, including checks, audits and investigations in accordance with Article II.27.

¹ 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.



Multi beneficiaries model agreement General Conditions: November 2016

The beneficiaries have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller identified in Article I.7.1.

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

II.7.2 Processing of personal data by the beneficiaries

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

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

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

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

ARTICLE II.8 — VISIBILITY OF UNION FUNDING

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

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

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



Multi beneficiaries model agreement General Conditions: November 2016

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

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

For the purposes of the first, second and third subparagraphs and under the conditions specified therein, the beneficiaries may use the European Union emblem without first obtaining permission from the Commission.

II.8.2 Disclaimers excluding Commission responsibility

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

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

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

II.9.1 Ownership of the results by the beneficiaries

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

II.9.2 Pre-existing rights

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

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

The beneficiaries must ensure that they or their affiliated entities have all the rights to use any *pre-existing rights* during the implementation of the Agreement.

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

The beneficiaries grant the Union the following rights to use the results of the *action*:

- (a) for its own purposes and in particular to make available to persons working for the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;



Multi beneficiaries model agreement General Conditions: November 2016

- (b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- (e) adaptation: the right to modify the results;
- (f) translation;
- (g) the right to store and archive the results in line with the document management rules applicable to the Commission, including digitisation or converting the format for preservation or new use purposes;
- (h) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms 'reuse' and 'document' have the meanings given to them by Decision 2011/833/EU.

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

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

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

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

If the beneficiaries grant rights of use to the Commission, this does not affect its confidentiality obligations under Article II.6 or the beneficiaries' obligations under Article II.2.1.

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

II.10.1 If the implementation of the *action* requires the beneficiaries to procure goods, works or services, they must award the contract to the tender offering best value for money

Multi beneficiaries model agreement General Conditions: November 2016

or, as appropriate, to the tender offering the lowest price. In doing so, they must avoid any *conflict of interests*.

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

II.10.2 Beneficiaries that are 'contracting authorities' within the meaning of Directive 2014/24/EU² or 'contracting entities' within the meaning of Directive 2014/25/EU³ must comply with the applicable national public procurement rules.

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

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

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

If the beneficiaries breach their obligations under Article II.10.2 the grant may be reduced in accordance with Article II.25.4.

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

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

- (a) subcontracting does not cover core tasks of the *action*;
- (b) recourse to subcontracting is justified because of the nature of the *action* and what is necessary for its implementation;
- (c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex III;
- (d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the coordinator and approved by the Commission. The Commission may grant approval:
 - (i) before any recourse to subcontracting, if the beneficiaries request an amendment as provided for in Article II.13; or
 - (ii) after recourse to subcontracting if the subcontracting:

² Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

³ Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC

Multi beneficiaries model agreement General Conditions: November 2016

- is specifically justified in the interim or final technical report referred to in Articles I.4.3 and I.4.4; and

- does not entail changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;

(e) the beneficiaries ensure that the conditions applicable to them under Article II.8 are also applicable to the subcontractors.

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

If the beneficiaries breach their obligation under Article II.11.1 (e) the grant may be reduced in accordance with Article II.25.4.

ARTICLE II.12 — FINANCIAL SUPPORT TO THIRD PARTIES

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

- (a) the maximum amount of financial support. This amount may not exceed EUR 60000 for each third party except if 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 persons or categories of persons which may receive financial support;
- (e) the criteria for giving the financial support.

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

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

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

Multi beneficiaries model agreement General Conditions: November 2016

ARTICLE II.13 — AMENDMENTS TO THE AGREEMENT

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

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

II.13.3 Any request for amendment must:

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

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

II.13.4 A request for amendment on behalf of the beneficiaries must be submitted by the coordinator. If a change of coordinator is requested without its agreement, the request must be submitted by all other beneficiaries and must be accompanied by the opinion of the coordinator or proof that this opinion has been requested in writing.

II.13.5 Amendments enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

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

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

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

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

II.14.2 In no circumstances may an assignment release the beneficiaries from their obligations towards the Commission.

ARTICLE II.15 — *FORCE MAJEURE*

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

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

Multi beneficiaries model agreement General Conditions: November 2016

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

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

II.16.1 Suspension of implementation by the beneficiaries

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

The coordinator must immediately inform the Commission, stating:

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

Once the circumstances allow the beneficiaries to resume implementing the *action*, the coordinator must inform the Commission immediately and present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.17.1, II.17.2 or points (c) or (d) of Article II.17.3.1.

II.16.2 Suspension of implementation by the Commission

II.16.2.1 Grounds for suspension

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

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

II.16.2.2 Procedure for suspension

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

- (a) informing it of:
 - (i) its intention to suspend the implementation;
 - (ii) the reasons for suspension;

Multi beneficiaries model agreement General Conditions: November 2016

(iii) the necessary conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; and

(b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

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

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

The coordinator must immediately inform the other beneficiaries of the suspension. The suspension takes effect five calendar days after the *formal notification* is received by the coordinator or on a later date specified in the *formal notification*.

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

II.16.2.3 Resuming implementation

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

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

- (a) informing it that the conditions for lifting the suspension are met; and
- (b) requiring it to present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.17.1, II.17.2 or points (c), (g) or (h) of Article II.17.3.1.

II.16.3 Effects of the suspension

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

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

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



Multi beneficiaries model agreement General Conditions: November 2016

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

Suspending implementation of the *action* does not affect the Commission's right to terminate the Agreement or to terminate the participation of a beneficiary in accordance with Article II.17.3, reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

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

ARTICLE II.17 — TERMINATION OF THE AGREEMENT

II.17.1 Termination of the Agreement by the coordinator

The beneficiaries may terminate the Agreement.

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

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

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

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

II.17.2 Termination of the participation of one or more beneficiaries by the coordinator

The participation of one or more beneficiaries may be terminated by the coordinator at the request of the beneficiary concerned or on behalf of the other beneficiaries.

The coordinator must send a *formal notification* of termination to the Commission and inform the beneficiary concerned by termination.

If the coordinator's participation is terminated without its agreement, the *formal notification* must be submitted by another beneficiary (acting on behalf of the other beneficiaries).

The *formal notification* must include:

- (a) the reasons for termination;
- (b) the opinion of the beneficiary concerned by termination (or proof that this opinion has been requested in writing);
- (c) the date on which the termination takes effect. This date must be set after the *formal notification*; and
- (d) a request for amendment as provided for in Article II.17.4.2(a).

Multi beneficiaries model agreement General Conditions: November 2016

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

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

II.17.3 Termination of the Agreement or the participation of one or more beneficiaries by the Commission

II.17.3.1 Grounds for termination

The Commission may terminate the Agreement, or the participation of any one or several beneficiaries, if:

- (a) a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- (b) following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (c) the beneficiaries do not implement the *action* as described in Annex I or a beneficiary fails to comply with another substantial obligation incumbent on it under the Agreement;
- (d) the implementation of the *action* is prevented or suspended due to *force majeure* or exceptional circumstances and either:
 - (i) resumption is impossible; or
 - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (e) a beneficiary or any person that assumes unlimited liability for the debts of that beneficiary comes under any of the situations provided for in points (a) or (b) of Article 106 (1) of the Financial Regulation;⁴
- (f) a beneficiary or any *related person* comes under any of the situations provided for in points (c), (d), (e) or (f) of Article 106 (1) or comes under Article 106 (2) of the Financial Regulation;
- (g) the Commission has evidence that a beneficiary or any *related person* has committed *substantial errors, irregularities or fraud* in the award procedure or while implementing the Agreement, including if that beneficiary or *related person* has submitted false information or failed to provide required information;
- (h) the Commission has evidence that a beneficiary has committed systemic or recurrent errors, *irregularities, fraud* or serious breach of obligations in other Union or Euratom grants awarded to it under similar conditions and such errors, *irregularities, fraud* or breach have a material impact on this grant; or
- (i) the Commission has sent a beneficiary, through the coordinator, a *formal notification* asking it to end the participation of its affiliated entity because that entity is in a

⁴ 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.



Multi beneficiaries model agreement General Conditions: November 2016

situation provided for in points (f), (g) or (h) and that beneficiary has failed to request an amendment ending the participation of the entity and reallocating its tasks.

II.17.3.2 Procedure for termination

Step 1 — Before terminating the Agreement or participation of one or more beneficiaries, the Commission must send a *formal notification* to the coordinator:

- (a) informing it of:
 - (i) its intention to terminate;
 - (ii) the reasons for termination; and
- (b) requiring it, within 45 calendar days of receiving the formal notification, :
 - (i) to submit observations on behalf of all beneficiaries; and
 - (ii) in the case of point (c) of Article II.17.3.1, to inform the Commission of the measures to ensure compliance with the obligations under the Agreement.

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

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

The termination takes effect:

- (a) for terminations under points (a), (b), (c) and (e) of Article II.17.3.1: on the day specified in the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above);
- (b) for terminations under points (d), (f), (g), (h) and (i) of Article II.17.3.1: on the day after the coordinator receives the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above).

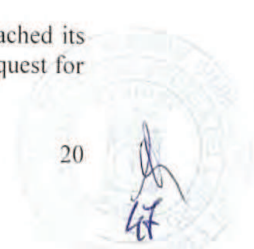
II.17.4 Effects of termination

II.17.4.1 Effects of terminating the Agreement:

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

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

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



Multi beneficiaries model agreement General Conditions: November 2016

The Commission calculates the final grant amount as referred to in Article II.25 and the balance as referred to in Article I.5.4 on the basis of the reports submitted. Only costs incurred before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not taken into account are not reimbursed or covered by the grant.

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

- (a) improper termination of the Agreement by the coordinator within the meaning of Article II.17.1; or
- (b) termination of the Agreement by the Commission on any of the grounds set out in points (c), (f), (g), (h) and (i) of Article II.17.3.1.

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

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

II.17.4.2 Effects of terminating the participation of one or more beneficiaries:

a) The coordinator must submit a request for amendment including:

- (i) a proposal to reallocate the tasks of the beneficiary or beneficiaries concerned by the termination; and
- (ii) if necessary, the addition of one or more new beneficiaries to succeed the beneficiary or beneficiaries concerned in all their rights and obligations under the Agreement.

If the Commission terminates the participation of a beneficiary, the coordinator must submit the request for amendment within 60 calendar days from the day on which the termination takes effect.

If the coordinator terminates the participation of a beneficiary, the request for amendment must be included in the *formal notification* of termination referred to in Article II.17.2.

If termination takes effect after the end of the *implementation period*, no request for amendment must be provided unless the beneficiary concerned is the coordinator. In this case, the request for amendment must propose a new coordinator.

If the request for amendment is rejected by the Commission, the Agreement may be terminated in accordance with Article II.17.3.1 (b). The request for amendment may be rejected if it calls into question the decision awarding the grant or is contrary to the equal treatment of applicants.

b) The beneficiary concerned by termination must submit to the coordinator:

- (i) a technical report; and
- (ii) a financial statement covering the period from the end of the last reporting period to the date when termination takes effect.



Multi beneficiaries model agreement General Conditions: November 2016

The coordinator must include this information in the payment request for the next reporting period.

Only costs incurred by the beneficiary concerned before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not reimbursed or covered by the grant.

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

- (a) improper termination of the participation of a beneficiary by the coordinator within the meaning of Article II.17.2 or
- (b) termination of the participation of a beneficiary by the Commission on any of the grounds set out in points (c), (f), (g), (h) or (i) of Article II.17.3.1.

Neither party may claim damages on the grounds that the other party terminated the participation of a beneficiary.

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

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

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

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

II.18.3 In accordance with Article 299 TFEU, for the purposes of recovery within the meaning of Article II.26, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States.

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

Multi beneficiaries model agreement General Conditions: November 2016

PART B — FINANCIAL PROVISIONS

ARTICLE II.19 — ELIGIBLE COSTS

II.19.1 Conditions for the eligibility of costs

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

- (a) they are incurred within the *implementation period*, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article I.4.4;
- (b) they are indicated in the estimated budget of the *action*. The estimated budget is 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 they are recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the beneficiary's usual cost accounting practices;
- (e) they comply with the requirements of applicable tax and social legislation; and
- (f) they are reasonable, justified and comply with the principle of sound financial management, in particular regarding economy and efficiency.

II.19.2 Eligible direct costs

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

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

- (a) the costs of personnel working under an employment contract with the beneficiary or an equivalent appointing act and assigned to the *action*, provided that these costs are in line with the beneficiary's usual policy on remuneration.

Those costs include actual salaries plus social security contributions and other statutory costs included in the remuneration. They may also comprise additional remunerations, including payments on the basis of supplementary contracts regardless of the nature of those contracts, provided that they are paid in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used;

The costs of natural persons working under a contract with the beneficiary other than an employment contract or who are seconded to the beneficiary by a third party against payment may also be included under such personnel costs, provided that the following conditions are fulfilled:

- (i) the person works under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed);



Multi beneficiaries model agreement General Conditions: November 2016

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

The costs of renting or leasing equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee;

Only the portion of the equipment's depreciation, rental or lease costs corresponding to the *implementation period* and the rate of actual use for the purposes of the *action* may be taken into account when determining the eligible costs. By way of exception, the full cost of purchase of equipment may be eligible under the Special Conditions, if this is justified by the nature of the *action* and the context of the use of the equipment or assets;

- (d) costs of consumables and supplies, provided that they:
 - (i) are purchased in accordance with Article II.10.1; and
 - (ii) are directly assigned to the *action*;
- (e) costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the *action*, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with Article II.10.1;
- (f) costs entailed by *subcontracts* within the meaning of Article II.11, provided that the conditions laid down in Article II.11.1 (a), (b), (c) and (d) are met;
- (g) costs of financial support to third parties within the meaning of Article II.12, provided that the conditions laid down in that Article are met;
- (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.

Multi beneficiaries model agreement General Conditions: November 2016

II.19.3 Eligible indirect costs

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

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

II.19.4 Ineligible costs

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

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

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

II.20.1 Declaring costs and contributions

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

- (a) for actual costs: the costs it actually incurred for the *action*;
- (b) for unit costs or unit contributions: the amount obtained by multiplying the amount per unit specified in Article I.3.2(a)(ii) or (b) by the actual number of units used or produced;
- (c) for lump sum costs or lump sum contributions: the global amount specified in Article I.3.2(a)(iii) or (c), if the corresponding tasks or part of the *action* as described in Annex I have been implemented properly;
- (d) for flat-rate costs or flat-rate contributions: the amount obtained by applying the flat rate specified in Article I.3.2(a)(iv) or (d);
- (e) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by multiplying the amount per unit calculated in

Multi beneficiaries model agreement General Conditions: November 2016

accordance with the beneficiary's usual cost accounting practices by the actual number of units used or produced;

- (f) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: the global amount calculated in accordance with its usual cost accounting practices, if the corresponding tasks or part of the *action* have been implemented properly;
- (g) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by applying the flat rate calculated in accordance with the beneficiary's usual cost accounting practices.

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

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

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

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

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

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

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

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

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

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

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

Multi beneficiaries model agreement General Conditions: November 2016

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

II.20.3.1 In the case of points (e), (f) and (g) of Article II.20.2, the beneficiary does not need to identify the actual eligible costs covered, but it must ensure that the cost accounting practices used for the purpose of declaring eligible costs are in compliance with the following conditions:

- (a) the cost accounting practices used constitute its usual cost accounting practices and are applied in a consistent manner, based on objective criteria independent from the source of funding;
- (b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and
- (c) the categories of costs used for the purpose of determining the costs declared are exclusive of any ineligible cost or costs covered by other forms of grant as provided for in Article I.3.2.

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

The certificate on the compliance of the cost accounting practices must be:

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

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

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

- (a) the practices actually used comply with those approved by the Commission; and
- (b) the beneficiary did not conceal any information for the purpose of the approval of its cost accounting practices.

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

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

- (a) they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary; and

Multi beneficiaries model agreement General Conditions: November 2016

- (b) the beneficiary to which the entity is affiliated ensures that the conditions applicable to the beneficiary under Articles II.4, II.5, II.6, II.8, II.10, II.11 and II.27 are also applicable to the entity.

ARTICLE II.22 — BUDGET TRANSFERS

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

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

As an exception to the first subparagraph, if beneficiaries want to change the value of the contribution to which each of them is entitled, as referred to in point (c) of the third subparagraph of II.26.3, the coordinator must request an amendment as provided for in Article II.13.

The first three subparagraphs do not apply to amounts which, as provided for in Article I.3.2(a)(iii) or (c), take the form of lump sums.

ARTICLE II.23 — NON-COMPLIANCE WITH THE REPORTING OBLIGATIONS

The Commission may terminate the Agreement as provided for in Article II.17.3.1(c) and may reduce the grant as provided for in Article II.25.4 if the coordinator:

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

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

II.24.1 Suspension of payments

II.24.1.1 Grounds for suspension

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

- (a) if the Commission has evidence that a beneficiary has committed *substantial errors, irregularities or fraud* in the award procedure or while implementing the Agreement or if a beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Commission has evidence that a beneficiary has committed systemic or recurrent errors, *irregularities, fraud* or serious breach of obligations in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the

Multi beneficiaries model agreement General Conditions: November 2016

- beneficiary under similar conditions and such errors, *irregularities, fraud* or breach have a material impact on this grant; or
- (c) if the Commission suspects *substantial errors, irregularities, fraud* or breach of obligations committed by a beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

II.24.1.2 Procedure for suspension

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

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

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

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

The coordinator must immediately inform the other beneficiaries of the suspension. The suspension takes effect on the day the Commission sends *formal notification* of suspension (Step 2).

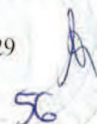
Otherwise, the Commission must send a *formal notification* to the coordinator informing it that it is not continuing with the suspension procedure.

II.24.1.3 Effects of suspension

During the period of suspension of payments the coordinator is not entitled to submit:

- (a) any requests for payments and supporting documents referred to in Articles I.4.2, I.4.3 and I.4.4; or
- (b) where the suspension concerns the pre-financing payments or interim payments for one or several beneficiaries only, any requests for payments and supporting documents relating to the participation of the concerned beneficiary or beneficiaries in the *action*.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for



Multi beneficiaries model agreement General Conditions: November 2016

payment due following resumption of payments in accordance with the schedule laid down in Article I.4.1.

The suspension of payments does not affect the right of the coordinator to suspend the implementation of the *action* as provided for in Article II.16.1 or to terminate the Agreement or the participation of a beneficiary as provided for in Articles II.17.1 and II.17.2.

II.24.1.4 Resuming payments

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

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

II.24.2 Suspension of the time limit for payments

II.24.2.1 The Commission may at any moment suspend the time limit for payment specified in Articles I.5.2, I.5.3 and I.5.4 if a request for payment cannot be approved because:

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

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

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

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

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

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

If the payment deadline has been suspended because the technical reports or financial statements do not comply with the Agreement and the revised report or statement is not submitted or was submitted but is also rejected, the Commission may terminate the Agreement or the participation of the beneficiary as provided for in Article II.17.3.1(c) and reduce the grant as provided for in Article II.25.4.

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

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

Multi beneficiaries model agreement General Conditions: November 2016

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

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

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

Step 3 — Reduction due to the no-profit rule

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

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

This step is applied as follows:

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

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

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

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

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

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

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

Multi beneficiaries model agreement General Conditions: November 2016

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

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

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

The following are considered receipts:

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

The following are not considered receipts:

- (a) financial contributions by third parties, if they may be used to cover costs other than the eligible costs under the Agreement;
- (b) financial contributions by third parties with no obligation to repay any amount unused at the end of the *implementation period*.

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the actual eligible costs of the *action* approved by the Commission for the categories of costs referred to in Article I.3.2(a)(i). The deduction will be applied on the amount calculated following Steps 1 and 2.

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

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

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

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

- (a) informing it of:
 - (i) its intention to reduce the *maximum amount of the grant*;
 - (ii) the amount by which it intends to reduce the grant;
 - (iii) the reasons for reduction; and

Multi beneficiaries model agreement General Conditions: November 2016

- (b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

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

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

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

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

ARTICLE II.26 — RECOVERY

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

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

II.26.2 Recovery after payment of the balance

Where an amount is to be recovered as provided for in Articles II.27.6, II.27.7 and II.27.8, the beneficiary concerned by the audit or OLAF findings must repay the Commission the amount in question. Where the audit findings do not concern a specific beneficiary (or its affiliated entities), the coordinator must repay the Commission the amount in question, even if it was not the final recipient of the amount due.

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

II.26.3 Recovery procedure

Before recovery, the Commission must send a *formal notification* to the beneficiary concerned:

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

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Commission decides to pursue the recovery procedure, the Commission may confirm recovery by sending a *formal notification* to the beneficiary consisting of a debit note, specifying the terms and the date for payment.

Multi beneficiaries model agreement General Conditions: November 2016

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

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

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

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

- (b) by drawing on the financial guarantee where provided for in accordance with Article I.5.2 ('drawing on the financial guarantee');
- (c) by holding the beneficiaries jointly and severally liable up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (Annex III as last amended);
- (d) by taking legal action as provided for in Article II.18.2 or in the Special Conditions or by adopting an enforceable decision as provided for in Article II.18.3.

II.26.4 Interest on late payment

If payment is not made by the date in the debit note, the amount to be recovered will be increased by late-payment interest at the rate set out in Article I.5.6 from the day following the date for payment in the debit note up to and including the date the Commission receives full payment of the amount.

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

II.26.5 Bank charges

Bank charges incurred in the recovery process must be borne by the beneficiary concerned, unless Directive 2007/64/EC⁵ applies.

ARTICLE II.27 — CHECKS, AUDITS AND EVALUATIONS

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

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

⁵ Directive 2007/64/EC⁵ 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.

Multi beneficiaries model agreement General Conditions: November 2016

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

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

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

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

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

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

II.27.2 Duty to keep documents

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

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

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

II.27.3 Obligation to provide information

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

Where a check or audit is initiated after payment of the balance, the information referred to in the previous subparagraph must be provided by the beneficiary concerned.

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

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;

Multi beneficiaries model agreement General Conditions: November 2016

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

II.27.4 On-the-spot visits

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

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

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

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

II.27.5 Contradictory audit procedure

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

II.27.6 Effects of audit findings

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

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

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

II.27.7.1 The Commission may extend audit findings from other grants to this grant if:

- (a) the beneficiary concerned is found to have committed systemic or recurrent errors, *irregularities*, *fraud* or breach of obligations in other EU or Euratom grants awarded under similar conditions and such errors, *irregularities*, *fraud* or breach have a material impact on this grant; and

Multi beneficiaries model agreement General Conditions: November 2016

- (b) the final audit findings are sent to the beneficiary concerned through a *formal notification*, together with the list of grants affected by the findings within the period referred to in Article II.27.1

The extension of findings may lead to:

- (a) the rejection of costs as ineligible;
- (b) reduction of the grant as provided for in Article II.25.4;
- (c) recovery of undue amounts as provided for in Article II.26;
- (d) suspension of payments as provided for in Article II.24.1;
- (e) suspension of the *action* implementation as provided for in Article II.16.2;
- (f) termination as provided for in Article II.17.3.

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

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

Step 1 — The *formal notification* must include:

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

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

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

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

- (i) that it accepts the alternative method;
- (ii) of the revised eligible costs determined by applying this method.

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

- (i) that it does not accept the observations or the alternative method proposed;

Multi beneficiaries model agreement General Conditions: November 2016

- (ii) of the revised eligible costs determined by applying the extrapolation method initially notified to the beneficiary.

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

- (i) the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Commission or on the basis of the revised eligible costs after extrapolation; and
 - (ii) the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*;
- (b) If the findings concern improper implementation or a breach of another obligation the procedure is as follows:

Step 1 — The *formal notification* must include:

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

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

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

- (i) that it accepts the alternative flat-rate;
- (ii) of the corrected grant amount by applying this flat rate.

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

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

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

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

II.27.8 Checks and inspections by OLAF

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

Multi beneficiaries model agreement General Conditions: November 2016

Under Council Regulation (Euratom, EC) No 2185/96⁶ and Regulation (EU, Euratom) No 883/2013⁷ 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 the Commission recovering amounts from beneficiaries.

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

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

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

⁶ 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.

⁷ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF).

Budget

Total cost of the action	370 161.19
Total eligible costs (D + I)	370 161.19
Total eligible direct costs (D)	355 161.01
Heading 1 - Staff costs	
Management.....	45 230.68
Administration.....	149 584.65
Secretariat.....	53 657.28
Accounting.....	10 688.40
Other staff.....	0.00
Total - Staff costs.....	259 161.01
Heading 2 - Travel, accommodation and subsistence allowances	
Travel.....	8 000.00
Subsistence allowances (accommodation, meals, etc.).....	6 000.00
Total - Travel, accommodation and subsistence allowances.....	14 000.00
Heading 3 - Costs of services	
Information dissemination.....	72 000.00
Translations.....	5 000.00
Reproductions and publications.....	0.00
Specific evaluation.....	0.00
Interpretations.....	0.00
External expertise.....	0.00
Other services.....	0.00
Total - Costs of services.....	77 000.00
Heading 4 - Administration costs	
Depreciation for purchase of equipment.....	0.00
Hire of rooms.....	0.00
Hire of interpreting booths.....	0.00
Audits.....	0.00
Financial services.....	0.00
Other administrative costs.....	5 000.00
Total - Administration costs.....	5 000.00

672

Total eligible indirect costs (I)	15 000.18
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Heading 5 - Overheads

Total overheads.....	15 000.18
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Total revenue of the action	370 161.19
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Income	370 161.19
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Income

Total financial contribution (own resources).....	77 502.48
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Revenue generated by the action.....	0.00
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Union grant.....	292 658.71
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Total Income.....	370 161.19
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Budget by applicant

Total cost of the action	370 161.19
CIOFS	133 058.41
Lazio	69 650.00
MLPS - DGPASLF	26 977.40
Puglia	70 750.38
Veneto	69 725.00
Total eligible costs (D + I)	370 161.19
Total eligible direct costs (D)	355 161.01
Heading 1 - Staff costs	
CIOFS	71 558.41
Lazio	54 150.00
MLPS - DGPASLF	23 977.40
Puglia	55 250.20
Veneto	54 225.00
Total - Staff costs.....	259 161.01
Heading 2 - Travel, accommodation and subsistence allowances	
CIOFS	3 500.00
Lazio	3 500.00
Puglia	3 500.00
Veneto	3 500.00
Total - Travel, accommodation and subsistence allowances.....	14 000.00
Heading 3 - Costs of services	
CIOFS	50 000.00
Lazio	9 000.00
Puglia	9 000.00
Veneto	9 000.00
Total - Costs of services.....	77 000.00
Heading 4 - Administration costs	
CIOFS	5 000.00
Total - Administration costs.....	5 000.00
Total eligible indirect costs (I)	15 000.18

Heading 5 - Overheads

CIOFS	3 000.00
Lazio	3 000.00
MLPS - DGPASLF	3 000.00
Puglia	3 000.18
Veneto	3 000.00
Total overheads.....	15 000.18

Total revenue of the action	370 161.19
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Income	370 161.19
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Income

CIOFS	8 500.00
Lazio	13 930.00
Puglia	14 150.08
Veneto	13 945.00
Applicant's contribution after budget revision.....	26 977.40
Revenue generated by the action.....	0.00
Union grant.....	292 658.71
Total Income.....	370 161.19



Heading 1 - Staff costs

Management/Coordination (transnational and national)

Profile/category of personnel (Project Manager, Coordinator, etc.) + N° of persons per category	Name of the organisation	Types of employment (permanent/ temporary) and work patterns (full-time/part- time)	Indicative daily salary cost	Number of days	Total
CIOFS					
Manager for CIOFS-FP	CIOFS-FP	Permanent full-time	308.21	11.00	3 390.31
Lazio					
Coordinator for Lazio Region	Lazio Region	Permanent full-time	775.00	6.00	4 650.00
MLPS - DGPASLF					
Coordinator - Responsible for managing the action	MLPS - DGPASLF	Permanent full-time	523.00	18.00	9 414.00
General Director of MLPS - DGPASLF - Legal Representative	MLPS - DGPASLF	Permanent full-time	775.00	5.00	3 875.00
Puglia					
Manager for Puglia Region	Puglia Region	Permanent full-time	466.34	18.01	8 398.78
Deputy Manager for Puglia Region	Puglia Region	Permanent full-time	399.17	27.00	10 777.59
Veneto					
Coordinator for Veneto Region	Veneto Region	Permanent full-time	180.00	7.50	1 350.00
Project manager for Veneto Region	Veneto Region	Permanent full-time	450.00	7.50	3 375.00

Total cost of management/coordination..... 45 230.68

Implementation of the project

Profile/category of personnel (Project officer, senior, junior etc.) + N° of persons per category	Name of the organisation	Types of employment (permanent/ temporary) and work patterns (full-time/part- time)	Indicative daily salary cost	Number of days	Total
CIOFS					
Technical counselor in Lazio Region	CIOFS-FP Lazio	Temporary part-time	200.00	50.00	10 000.00
Technical counselor in Veneto Region	CIOFS-FP Veneto	Temporary part-time	200.00	50.00	10 000.00
Technical counselor in Puglia Region	CIOFS-FP Puglia	Temporary part-time	200.00	50.00	10 000.00
Technical counselor	CIOFS-FP	Temporary part-time	202.67	54.00	10 944.18
Administrator	CIOFS-FP	Permanent full-time	180.00	90.00	16 200.00
Researcher	CIOFS-FP	Permanent full-time	292.44	18.00	5 263.92
Lazio					
Project officer junior for the governance of the project	Lazio	Permanent full-time	175.00	36.00	6 300.00

Project officer senior for the governance of the project	Lazio	Permanent full-time	225.00	36.00	8 100.00
Project officer senior - coordination of the affiliated entity	ASAP	Permanent full-time	400.00	18.00	7 200.00
Researcher	ASAP	Permanent full-time	200.00	18.00	3 600.00
Project officer for monitoring	ASAP	Permanent full-time	450.00	24.00	10 800.00
Puglia					
Project officer junior for the governance of the project	Puglia	Permanent full-time	131.97	30.00	3 959.10
Project officer for monitoring	Puglia	Permanent full-time	131.97	30.00	3 959.10
Deputy Project officer for monitoring	Puglia	Permanent full-time	131.97	25.00	3 299.25
Project officer - researcher	Puglia	Permanent full-time	131.97	30.00	3 959.10
Veneto					
Project officer junior for the governance of the project	Veneto	Permanent full-time	175.00	36.00	6 300.00
Project officer senior for the governance of the project	Veneto	Permanent full-time	225.00	36.00	8 100.00
Project officer senior - coordination of the affiliated entity	Veneto Lavoro	Permanent full-time	400.00	18.00	7 200.00
Researcher	Veneto Lavoro	Permanent full-time	200.00	18.00	3 600.00
Project officer for monitoring	Veneto Lavoro	Permanent full-time	450.00	24.00	10 800.00

Total cost of Implementation of the project..... 149 584,65

Secretarial cost

Profile/category of personnel (Secretary, etc.) + N° of persons per category	Name of the organisation	Types of employment (permanent/temporary) and work patterns (full-time/part-time)	Indicative daily salary cost	Number of days	Total
CIOFS					
Secretary	CIOFS-FP	Permanent full-time	160.00	36.00	5 760.00
Lazio					
Secretary	Lazio	Permanent full-time	250.00	54.00	13 500.00
Puglia					
Secretary	Puglia	Permanent full-time	250.00	65.00	16 250.00
Deputy Secretary	Puglia	Permanent full-time	211.24	22.00	4 647.28
Veneto					
Secretary	Veneto	Permanent full-time	250.00	54.00	13 500.00

Total cost of secretarial..... 53 657,28

Accounting

Profile/category of personnel (Senior, junior financial officer, etc.) + N° of persons per category	Name of the organisation	Types of employment (permanent/temporary) and work patterns	Indicative daily salary cost	Number of days	Total
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72

		(full-time/part-time)			
MLPS - DGPASLF					
Financial officer	MLPS - DFPASLF	Temporary full-time	89.07	120.00	10 688.40

Total cost of accounting..... 10 688.40

Other staff [No data entered]

Total cost of Other staff..... 0.00

Total staff costs..... 259 161.01

Heading 2 - Travel, accommodation and subsistence allowances

Travel, accommodation and subsistence allowance

The "Daily cost per person" covers accommodation costs and the daily subsistence allowance (DSA).

Purpose of the travel	Place of the event	Average travel cost per person	Number of people	Travel sub-total	Daily Cost per person	Number of people	Number of days	Subsistence and accommodation sub-total	Total
CIOFS									
Local meeting	Venice	200.00	3.00	600.00	150.00	3.00	1.00	450.00	1 050.00
Local meeting	Bari	200.00	3.00	600.00	150.00	3.00	1.00	450.00	1 050.00
self-orienting workshop	Venice	200.00	2.00	400.00	150.00	2.00	1.00	300.00	700.00
self-orienting workshop	Bari	200.00	2.00	400.00	150.00	2.00	1.00	300.00	700.00
Lazio									
Local meeting	Venice	200.00	3.00	600.00	150.00	3.00	1.00	450.00	1 050.00
Local meeting	Bari	200.00	3.00	600.00	150.00	3.00	1.00	450.00	1 050.00
self-orienting workshop	Venice	200.00	2.00	400.00	150.00	2.00	1.00	300.00	700.00
self-orienting workshop	Bari	200.00	2.00	400.00	150.00	2.00	1.00	300.00	700.00
Puglia									
Local meeting	Venice	200.00	1.00	200.00	150.00	1.00	1.00	150.00	350.00
Local meeting	Rome	200.00	1.00	200.00	150.00	1.00	1.00	150.00	350.00
self-orienting workshop	Venice	200.00	1.00	200.00	150.00	1.00	1.00	150.00	350.00
self-orienting workshop	Rome	200.00	1.00	200.00	150.00	1.00	1.00	150.00	350.00
kick off meeting	Rome	200.00	2.00	400.00	150.00	2.00	1.00	300.00	700.00
launching conference	Rome	200.00	1.00	200.00	150.00	1.00	1.00	150.00	350.00
press conference (to launch the App)	Rome	200.00	1.00	200.00	150.00	1.00	1.00	150.00	350.00
final conference	Rome	200.00	2.00	400.00	150.00	2.00	1.00	300.00	700.00
Veneto									
Local meeting	Bari	200.00	1.00	200.00	150.00	1.00	1.00	150.00	350.00
Local meeting	Rome	200.00	1.00	200.00	150.00	1.00	1.00	150.00	350.00
self-orienting workshop	Bari	200.00	1.00	200.00	150.00	1.00	1.00	150.00	350.00
self-orienting workshop	Rome	200.00	1.00	200.00	150.00	1.00	1.00	150.00	350.00
kick off meeting	Rome	200.00	2.00	400.00	150.00	2.00	1.00	300.00	700.00
launching conference	Rome	200.00	1.00	200.00	150.00	1.00	1.00	150.00	350.00
press conference (to launch the App)	Rome	200.00	1.00	200.00	150.00	1.00	1.00	150.00	350.00
final conference	Rome	200.00	2.00	400.00	150.00	2.00	1.00	300.00	700.00

Total of travel costs..... 8 000.00

Total of subsistence and accommodation costs..... 6 000.00

Total - Travel, accommodation and subsistence allowances..... 14 000.00

Heading 3 - Cost of services

Information dissemination

Nature of costs	Quantity	Unit cost	Total
CIOFS			
Design and implementation of the App for smartphones	1.00	45 000.00	45 000.00
Lazio			
Dissemination events	9.00	1 000.00	9 000.00
Puglia			
Dissemination events	9.00	1 000.00	9 000.00
Veneto			
Dissemination events	9.00	1 000.00	9 000.00

Total information dissemination..... 72 000.00

Translations

Total number of languages (the document is translated to), cost per page (1 page=1500 characters without blanks)

Description of documents to be translated	Languages from ... to ...	Total number of languages	Cost per page	Number of pages	Total
CIOFS					
Translation of the content of the App and of the official YG website into English	IT EN	1.00	25.00	200.00	5 000.00

Total translations..... 5 000.00

Reproductions and publications [No data entered]

Total reproductions and publications..... 0.00

Specific evaluation [No data entered]

Total specific evaluation..... 0.00

Interpretations [No data entered]

Total interpretations..... 0.00

External expertise [No data entered]

Total external expertise..... 0.00

Other Services [No data entered]

Total other services..... 0.00

Total - Costs of services..... 77 000.00

Heading 4 - Administration costs

Depreciation for purchase of equipment [No data entered]

Total depreciation..... 0.00

Hire of rooms [No data entered]

Total hire of rooms..... 0.00

Hire of interpreting booths [No data entered]

Total Hire of interpreting booths..... 0.00

Audits [No data entered]

Total audits..... 0.00

Financial costs [No data entered]

Total financial costs..... 0.00

Other administrative costs

Description	Cost
CIOFS	
Light coffee break for meetings	2 500.00
Coffee break for final conference	2 500.00

Total Other Administrative costs..... 5 000.00

Total - Administration costs..... 5 000.00

Heading 5 - Overheads

Applicant's overheads

Overheads are not eligible for operating grants

Incurred by	Amount
MLPS - DGPASLF	3 000.00
Lazio	3 000.00
Puglia	3 000.18
Veneto	3 000.00
CIOFS	3 000.00
Total	15 000.18



Heading 6 - Income

Total Income (T = C + R + S)	370 161.19
Revenue generated by the action (R).....	0.00
Union grant (S).....	292 658.71
Total financial contribution (own resources) (C = C1 + C2 + C3)	77 502.48
Applicant's contribution after budget revision (C1).....	26 977.40

Co-applicants' contribution (C2)

Please be aware that the contribution of a co-applicant has to include the amount of its affiliated entities participating in this action

Co-applicant	Contribution
Lazio	13 930.00
Puglia	14 150.08
Veneto	13 945.00
CIOFS	8 500.00

Total co-applicants' contribution (C2).....50 525.08

Third parties' contribution (C3) [No data entered]

Total third parties' contribution (C3).....0.00

**ANNEX IV
MANDATE¹**

I, the undersigned,

Lauretta Valente,

representing,

C.I.O.F.S. Formazione Professionale [CIOFS-FP]
No profit organization
RM-113271
Via di San Saba, 14 – 00153 Roma
04611401003

hereinafter referred to as "the co-applicant", and if the grant is awarded, "the beneficiary",

for the purposes of the submission of the application and, if the proposal is selected, for the signature and the implementation of the grant agreement with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

Ministero del Lavoro e delle Politiche Sociali – Direzione Generale Politiche Attive, Servizi per il Lavoro e Formazione [MLPS],

being a Public Law Body/National Ministry

addressed in via Fornovo, 8 – 00192 Rome – Italy,

represented by Salvatore Pirrone, General Director of DG Politiche Attive, Servizi per il Lavoro e Formazione

(hereinafter referred to as "the coordinator")

to submit the application for the action: MEET THE NEET and, in the case the proposal is selected for funding, and provided there are no changes in the proposal with an impact on my participation and role in the implementation of the action, to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the European Commission.

2. In case the proposal is selected and the grant agreement signed, mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

¹ One original version of this Annex to be included for each beneficiary except for the coordinator.



79

**CIOFS/FP**

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

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

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

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

SIGNATURE

Lauretta Valente
President of CIOFS-FP


signature

Done at Rome, 9th June 2016



80 9



DIREZIONE REGIONALE LAVORO

IL DIRETTORE

ANNEX IV
MANDATE¹

I, the undersigned, Noccioli Marco,

representing,

Lazio Region (RL)

Public Law Body

Via Cristoforo Colombo 112, 00145 Roma – Italy

VAT: 80143490581,

hereinafter referred to as "the co-applicant", and if the grant is awarded, "the beneficiary",

for the purposes of the submission of the application and, if the proposal is selected, for the signature and the implementation of the grant agreement with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

I. Mandate

Ministero del Lavoro e delle Politiche Sociali – Direzione Generale Politiche Attive,
Servizi per il Lavoro e Formazione [MLPS DG PASLF],

being a Public Law Body/National Ministry

addressed in via Fornovo, 8 – 00192 Rome – Italy,

represented by Salvatore Pirrone, General Director of DG Politiche Attive, Servizi per il Lavoro e Formazione

(hereinafter referred to as "the coordinator")

to submit the application for the action: MEET THE NEET and, in the case the proposal is selected for funding, and provided there are no changes in the proposal with an impact on my participation and role in the implementation of the action, to sign in my name and on

¹ One original version of this Annex to be included for each beneficiary except for the coordinator.





my behalf the grant agreement and its possible subsequent amendments with the European Commission.

2. In case the proposal is selected and the grant agreement signed, mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

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

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

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

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

SIGNATURE




Marco Noccioli – Director of Labour Division

Done at Rome, 21/06/2016





REGIONE
PUGLIA

DIPARTIMENTO SVILUPPO ECONOMICO,
INNOVAZIONE, ISTRUZIONE, FORMAZIONE E LAVORO

IL DIRETTORE

ANNEX IV
MANDATE¹

I, the undersigned,

Prof. Domenico Laforgia

representing,

REGIONE PUGLIA DIPARTIMENTO SVILUPPO ECONOMICO, INNOVAZIONE,
ISTRUZIONE, FORMAZIONE E LAVORO

[PUBLIC BODY]²:

[FISCAL CODE: 80017210727]³:

[C.SO SONNINO 177, 70121 - BARI (BARI) Italy]:

[FISCAL CODE: 80017210727],

hereinafter referred to as "**the co-applicant**", and if the grant is awarded, "the beneficiary",

for the purposes of the submission of the application and, if the proposal is selected, for the signature and the implementation of the grant agreement with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

Ministero del Lavoro e delle Politiche Sociali – Direzione Generale Politiche Attive, Servizi per il Lavoro e Formazione [MLPS - DGPASLF].

being a Public Law Body/National Ministry

addressed in via Fornovo, 8 – 00192 Rome – Italy,

represented by Salvatore Pirrone, General Director of DG Politiche Attive, Servizi per il Lavoro e Formazione

(hereinafter referred to as "the coordinator")

to submit the application for the action: **Meet the Neet** and, in the case the proposal is selected for funding, and provided there are no changes in the proposal with an impact on my participation and role in the implementation of the action, to sign in my name and on my

¹ One original version of this Annex to be included for each beneficiary except for the coordinator.

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

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

83



**REGIONE
PUGLIA**

DIPARTIMENTO SVILUPPO ECONOMICO,
INNOVAZIONE, ISTRUZIONE, FORMAZIONE E LAVORO

IL DIRETTORE

behalf the grant agreement and its possible subsequent amendments with the European Commission.

2. In case the proposal is selected and the grant agreement signed, mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

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

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

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

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

SIGNATURE

Prof. Domenico Laforgia, Head of the Department DIPARTIMENTO SVILUPPO
ECONOMICO, INNOVAZIONE, ISTRUZIONE, FORMAZIONE E LAVORO

[signature]

Done at Bari, 20/06/2016



84 A



REGIONE DEL VENETO

giunta regionale

20 GIU 2018

Data

Protocollo N°

238 802/40.06.00 Class: C.201 Prat. Fasc. Allegati N°

Oggetto: "MEET THE NEET" project - Call EASI VP/2016/008 - mandate

Mandate¹

I, the undersigned, Santo Romano, representing,

Regione del Veneto

Dipartimento Formazione, Istruzione e Lavoro

Public Body

official registration No: 80007580279

Fondamenta S. Lucia, Cannaregio 23 - 30121 Venezia, Italy

VAT number: 02392630279,

hereinafter referred to as "the co-applicant", and if the grant is awarded, "the beneficiary",

for the purposes of the submission of the application and, if the proposal is selected, for the signature and the implementation of the grant agreement with the European Commission (hereinafter referred to as "the grant agreement") hereby:

1. Mandate

Ministero del Lavoro e delle Politiche Sociali - Direzione Generale Politiche Attive, Servizi per il Lavoro e Formazione [MLPS],

being a Public Law Body/National Ministry

addressed in via Fornovo, 8 - 00192 Rome - Italy,

represented by Salvatore Pirrone, General Director of DG Politiche Attive, Servizi per il Lavoro e Formazione

(hereinafter referred to as "the coordinator")

to submit the application for the action: "MEET THE NEET" and, in the case the proposal is selected for funding, and provided there are no changes in the proposal with an impact on my participation and role in the implementation of the action, to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the European Commission.

2. In case the proposal is selected and the grant agreement signed, mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

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

¹ One original version of this Annex to be included for each beneficiary except for the coordinator.

Dipartimento Formazione, Istruzione e Lavoro

Fondamenta S. Lucia, Cannaregio 23 - 30121 Venezia Tel. 041/2795029-5030 - Fax 041/2795074

formazioneistruzioneelavoro@pec.regione.veneto.it

85 A



REGIONE DEL VENETO

giunta regionale

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

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

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

Dott. Santo Romano
Direttore del Dipartimento Formazione, Istruzione e Lavoro

Done at Venezia, 20 GIU. 2018

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86

ANNEX TO THE GRANT AGREEMENT

Final technical report template related to activities launched using funding from the European Union Programme for Employment and Social Innovation

EaSI 2014-2020

This exercise should tell us how the EU-funded action under EaSI Programme (Regulation EU No 1296/2013) has progressed and what was achieved in the funding period.

This form must be completed in English.

The deadline for returning BOTH hard and electronic versions of your report is indicated in the Special Conditions of your grant agreement.



QUALITATIVE INFORMATION

Results

Main objectives

List the original goals and objectives of the action as set out in the grant agreement, and explain how they were met during the implementation period.

Policy themes

Summary of the implementation of the activities

Please summarise your action as well as any difficulties you have faced in implementing it.

Please report separately on each group of activities and/or component of your action.

Activity

Planned

Please shortly present your project plan/activity plan as outlined in the approved action grant agreement.

Implemented

Please describe the activities and results of the action

Changes

Was there any variance from the original action plan?

- ☐ Yes
☐ No

Describe any variance from the original action plan. Describe how and why, provide justification of the change(s) made and impact on project implementation.

Target groups involved

- ☐ National, regional and local authorities
☐ Employment services
☐ Specialist bodies provided for under Union law
☐ Social partners
☐ Non-governmental organisations
☐ Higher education institutions and research institutes
☐ Experts in evaluation and in impact assessment
☐ National statistical offices
☐ Media
☐ Others

Mention the other target groups

Issues addressed by the project

- ☐ Youth employment
- ☐ Combat long-term unemployment
- ☐ Fight against poverty and social exclusion
- ☐ Promotion of equality between women and men
- ☐ Promotion of a high level of quality and sustainable employment
- ☐ Guarantee adequate and decent social protection
- ☐ Combat discrimination based on sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation; pay particular attention to vulnerable groups, such as young people
- ☐ Transnational dimension

How were those issues addressed?

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Key messages, conclusions and policy follow-up**Key messages**

--

Conclusions

What are the most important conclusions and lessons learned from the action?

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Policy follow-up

--



EXECUTIVE SUMMARY

Beneficiaries/contractors must provide in the final technical implementation report, or upon specific request, an executive summary regarding the results /impact achieved by the project.

The executive summary will be published. It should be a stand-alone summary of the action and its implications. It should be concise (max 7500 characters), written in plain language and be made available to the Commission in **English**. Other EU languages are welcome but optional.

Short description of the action

Context and policy areas, main objectives, target group(s) and key activities and deliverables (provide also the publication and website address)

Conclusions

Description of achievements, impacts and EU added value

Policy follow-up

Description of the policy follow-up and recommendations

Translations

You can now add the translations of the executive summary entered before. This information will also be published on the website allowing more people to know about your action.

Translation

Title of the action

Language

Short description of the action

Context and policy areas, main objectives, target group(s) and key activities and deliverables (provide also the publication and website address)

Conclusions

Description of achievements, impacts and EU added value

Policy follow-up

Description of the policy follow-up and recommendations

QUANTITATIVE INFORMATION

Please enter the information on outputs delivered by the action.

Analytical outputs

Enter the number of outputs irrespective of whether they were published or not. An output produced in several languages counts as a single output.

Number of newly developed and/or maintained quantitative and qualitative databases

Number of common methodologies, classifications, micro-simulations, indicators and benchmarks

Number of reports: surveys, studies, analyses and expertise

Number of evaluations and impact assessments

Number of monitoring and assessment reports on the transposition and implementation of Union law

Has your project implemented social policy experimentation as a method for testing and evaluating innovative solutions?

☐ Yes
☐ No

Report dissemination

Please explain how and to whom the reports were disseminated: target audiences (e.g. EU, national, regional or local policy-makers, socio-economic partners, etc.) and means used (e.g. printed copies, Internet, etc.)

Output dissemination

Enter the number of outputs related to mutual learning, awareness raising and dissemination.
 (1) Provide the list of participants: name, sex, type of organisation, country and e-mail addresses.

Training sessions of legal and policy practitioners (1)

Number of sessions

Number of women

Number of men

Total number of participants

Exchanges of good practice, peer reviews and mutual learning events (1)

Number of events

Number of women

Number of men

Total number of participants

Conferences, seminars and other high-level events (1)

Number of events

Number of women

Number of men

Total number of participants

Number of guides, educational material

Number of information systems
developed and maintained in order to
exchange and disseminate informationOther information and communication
actions (including those targeted to the
media)**Report dissemination**

Please explain how and to whom were the
outputs disseminated: target audiences (e.g. EU,
national, regional or local policy-makers, socio-
economic partners, etc.) and means used (e.g.
newsletters, newspapers, community of practices,
etc.)

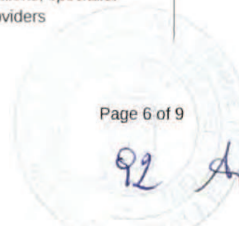
Support outputs

Enter the number of outputs related to capacity building and support to actors.

(1) Provide the list of participants: name, sex, type of organisation, country and email addresses.

Number of EU multilingual digital
platforms and electronic exchange
systemsNumber of provisions of information,
counsellings, placements and
recruitment services**Number of events supporting capacity building actions (1)**

Please indicate the number of events supporting capacity building actions for national, regional and local administrations, specialist
services responsible for promoting geographical mobility, civil society organisations, social partners, microcredit providers



Number of events

Number of women

Number of men

Total number of participants

Number of working groups organised for national officials to monitor the implementation of Union law

Please indicate the number of working groups organised for national officials to monitor the implementation of Union law

Number of events

Number of women

Number of men

Total number of participants

Number of events supporting networking and cooperation meetings(1)

Please indicate the number of events supporting networking and cooperation meetings among specialist bodies and other relevant stakeholders, national, regional and local authorities and employment services at European level

Number of events

Number of women

Number of men

Total number of participants

Number of exchanges of personnel between national, regional and local administrations (1)

Please indicate the number of exchanges of personnel between national, regional and local administrations, employment services, civil society organisations, social partners, international organisations or other organisations

Number of events

Number of women

Number of men

Total number of participants

Please enter the number of participants belonging to:

National, regional and
local administrations

Employment services

Civil society
organisations,
including NGOs

Social partners

International
organisations

European-level
observatories

Microcredit providers and investors in social
enterprises

Dissemination

Please explain how and to whom were the
outputs disseminated: target audiences (e.g. EU,
national, regional or local policy-makers, socio-
economic partners, etc.) and means used (e.g.
newsletters, newspapers community of practices, etc.)



94

[Signature]

SIGNATURE

Declaration

Title

First name

Surname

Position held in the organisation

Organisation name

I confirm that I am duly authorised to sign this declaration on behalf of the organisation named. I certify that the information given in this report is correct, accurate, current, and adopted or approved by the organisation for which I lead.

I understand that the Commission may contact me to clarify any details in this report, including providing any supplementary information as applicable. I confirm that I am authorised by my organisation for this purpose.

On behalf of the organisation: date and signature

ALLEGATO COMPOSTO
DI N. 95 FACCIATE

IL DIRIGENTE DELLA SEZIONE
SEZIONE PROMOZIONE E TUTELA DEL LAVORO
Dott.ssa Luisa Anna FIORE