



EUROPEAN COMMISSION

DIRECTORATE-GENERAL MIGRATION AND HOME AFFAIRS

Directorate E: Migration and Security Funds, Financial Resources and Monitoring

The Director

Brussels,

13 AOUT 2018

HOME/E1/RB/ (12015) 4222467

BY DHL

**Subject:** Grant Agreement No. HOME/2017/ISFB/AG/EMAS/0064  
(please use this number in all future correspondence)

**Project title:** "SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach".

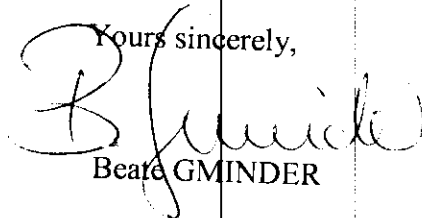
Dear Director Parisi,

Please find enclosed one original of the above-mentioned grant agreement and its annexes for the above-mentioned project for which you have been awarded an action grant, duly countersigned and dated by the Commission's authorised representative.

In accordance with the provisions of Article I.4.1 of the Grant Agreement, the pre-financing payment amounting to EUR 3.525.918,54 shall be paid within 30 days following the entry into force of the Agreement.

Please do not hesitate to contact your desk officer, Ms Raffaella Battella (e-mail: [Raffaella.Battella@ec.europa.eu](mailto:Raffaella.Battella@ec.europa.eu)) and the functional mailbox HOME-EMERGENCY@ec.europa.eu with any queries you may have or problem you may encounter when carrying out your project.

Yours sincerely,

  
Beate GMINDER

**Enclosure:** One countersigned original of the Grant Agreement and its annexes

**Daniela Parisi,**  
Central Director  
Ministry of Interior  
Department of Civil Liberties and Immigration  
Piazza del Viminale 1  
00184 Rome - Italy

Commission européenne, B-1049 Bruxelles / European Commission, B-1049 Brussel - Belgium. Telephone (32-2) 29 91111.

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**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL MIGRATION AND HOME AFFAIRS

Directorate E: Migration and Security Funds; Financial Resources and Monitoring  
The Director

**GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES**

**AGREEMENT NUMBER – HOME/2017/ISFB/AG/EMAS/0064**

**ABAC NUMBER: SI2.784508**

The **European Union** (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), represented for the purposes of signature of this Agreement by **Ms Beate Gminder**, Director, Directorate E – Migration and Security Funds of the Directorate General Migration and Home Affairs,

on the one part,

**and**

**1. Ministry of Interior - Italy**

Department of Civil Liberties and Immigration  
Piazza del Viminale 1  
00184 Rome  
Italy

hereinafter referred to as "the coordinator", represented for the purposes of signature of this Agreement by **Daniela Parisi**, Director, Central Directorate of civil services for immigration and asylum

and the following beneficiaries:

- 2. Ministry of Health - Directorate General for Health Prevention**- established in Italy
- 3. INMP - National Institute for health, migration and poverty**- established in Italy
- 4. FNAS - National Foundation for Social Workers on behalf of the Social Worker National Council**- established in Italy
- 5. Sicilian Region - Regional Department for Health Care and Epidemiological Observatory**- established in Italy

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**6. Calabria Region - Department of Health and Health Protection-** established in Italy

**7. Puglia Region - Department of Health Promotion, Social Welfare and Sport for All-** established in Italy

duly represented by the coordinator by virtue of the mandates included in Annex IV for the signature of this Agreement, hereinafter referred to collectively as “the beneficiaries”, and individually as “beneficiary” for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

on the other part,

#### HAVE AGREED

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

Annex I	Description of the action
Annex II	General Conditions (hereinafter referred to as “the General Conditions”)
Annex III	Estimated budget of the action and model financial statement (which also includes a summary financial statement)
Annex IV	Mandate(s) provided to the coordinator by the other beneficiaries
Annex V	Model technical reports (Annex V.1: Model technical progress report; Annex V.2: Final technical implementation report)
Annex VI	Model financial statement: included in Annex III
Annex VII	Model terms of reference for the certificate on the financial statements, when required by the Grant Agreement
Annex VIII	Model terms of reference for the operational verification report: <i>not applicable</i>
Annex IX	Model terms of reference for the certificate on the compliance of the cost accounting practices: <i>not applicable</i>
Annex X	Specific conditions related to visibility

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

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



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

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single name or set of initials.

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## SPECIAL CONDITIONS

### ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled **"SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach"** ("the action") as described in Annex I.

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

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

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

**I.2.2** The action shall run for **12 months** as of **1 July 2018** ("the starting date") until **30 June 2019**.

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

The grant shall be of a **maximum amount of EUR 4,407,398.18** and shall take the form of:

(a) The reimbursement of **90%** of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at **EUR 4,897,109.09** and which are:

- (i) **Actually incurred ("reimbursement of actual costs") for the direct costs for the beneficiaries.**
- (ii) Reimbursement of unit costs: not applicable
- (iii) Reimbursement of lump sum costs: not applicable
- (iv) **Declared on the basis of a flat-rate of 6.99% of the eligible direct costs ("reimbursement of flat-rate costs") for the indirect costs for the beneficiaries**
- (v) Reimbursement of costs declared on the basis of the beneficiaries usual cost accounting practices: not applicable

(b) Unit contribution: not applicable

(c) Lump sum contribution: not applicable



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(d) Flat-rate contribution: not applicable

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

### **I.4.1 Reporting periods, payments and additional supporting documents**

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

#### **Pre-financing payment**

Within 30 days from the receipt of a request for the pre-financing from the coordinator, which can be submitted as of the date of signature of the Grant Agreement, a pre-financing payment of **EUR 3,525,918.54** representing **80%** of the maximum amount specified in Article I.3 shall be paid to the coordinator.

#### **Progress report**

A progress report on the implementation of the action shall be submitted quarterly (01/10/2018, 01/02/2019) in accordance with Annex V.1. The progress report will focus on the project activities corresponding to the description of the action under Annex I. The submission of the progress report does not trigger any further pre-financing or interim payment.

#### **Payment of the balance**

The balance shall be paid to the coordinator in accordance with Articles II.23.2 and II.24.4 following the receipt of a request for payment sent within **90 days** following the end of the period specified in Article I.2.2 (by way of derogation from Article II.23.2).

The request shall be accompanied by:

- a final report on implementation of the action (“final technical report”) covering the whole action period as indicated in Article I.2.2 in accordance to Annex V.2
- a final financial statement in accordance to Annex III,
- a certificate on the financial statements and underlying accounts in accordance to Annex VII and Article II.23.2(d).

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

### **I.4.2 Time limit for payments**

The Commission shall have **90 days** to pay the amount due as the balance in accordance with Article II.24.4 and to request additional supporting documents or information under the procedure laid down in Article II.24.5.



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The Commission may suspend the time limit for payment or the payment in accordance with the procedure in Article II.24.5 and Article II.24.6.

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

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

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

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

Name of bank: Tesoreria Centrale dello Stato

Precise denomination of the account holder: Ministero dell'Economia e delle Finanze Fondo di Rotazione attuazione delle Politiche Comunitarie

IBAN code: IT07E0100003245350200023211

Payment Reference: Ministero dell' Interno - Dipartimento per le Libertà Civili e l'Immigrazione

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

##### **I.6.1 Data controller**

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

European Commission  
Directorate-General Migration and Home Affairs  
Directorate E - Migration and Security Funds  
Unit E.4 - Budget and Control  
LX46 04/026  
B-1049 Brussels  
E-mail address: [HOME-NOTIFICATIONS-E4@ec.europa.eu](mailto:HOME-NOTIFICATIONS-E4@ec.europa.eu)

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

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

European Commission  
Directorate-General Migration and Home Affairs  
Directorate E - Migration and Security Funds  
Unit E.1 – Union Actions  
LX 46 05/115  
B-1049 Brussels  
E-mail address: [HOME-EMERGENCY@ec.europa.eu](mailto:HOME-EMERGENCY@ec.europa.eu)



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

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

Carmen Cosentino,  
Viceprefetto Capo Ufficio II  
Department of Civil Liberties and Immigration  
Piazza del Viminale 1  
00184 Rome  
ItalyE-mail address: [carmen.cosentino@interno.it](mailto:carmen.cosentino@interno.it)

### **ARTICLE I.7 - INELIGIBILITY OF VALUE ADDED TAX**

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

### **ARTICLE I.8 – COSTS OF STAFF OF PUBLIC ADMINISTRATIONS OR PUBLIC AUTHORITIES**

The salary costs related to staff of public administrations or public authorities are eligible to the extent that they relate to the cost of activities which the relevant public administration or public authority would not carry out if the project concerned were not undertaken.

### **ARTICLE I.9 – SPECIAL PROVISIONS ON BUDGET TRANSFERS**

By way of derogation from the first subparagraph of Article II.22, budget transfers between budget categories (*headings*) above 10% of the amount of each budget category (*heading*) for which the transfer is intended require written prior approval from the Commission.

### **ARTICLE I.10 – ADDITIONAL PROVISIONS ON SUBCONTRACTING**

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

### **ARTICLE I.11 - ELIGIBILITY OF EQUIPMENT COSTS**

By way of derogation from Article II.19.2(c), the full cost of purchase of equipment shall be eligible subject to the following conditions:

- either the total cost of the individual equipment piece is less than EUR 2.000 or,





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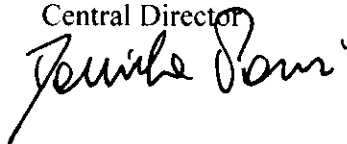
- if higher, the cost is authorised by the Commission and listed in Annex III without depreciation.
- the equipment shall continue to be used for the same objectives pursued by the project after the project has ended, for the minimum duration of:
  - three years or more for Information and Communication Technology (ICT) equipment;
  - five years or more for other types of equipment such as operating equipment and means of transport.

#### ARTICLE I.12 – COSTS OF EU OFFICIALS

The payment of honoraria, fees or the reimbursement of costs incurred due to the participation in the project of civil servants (including national experts, other agents or staff) of the Institutions of the European Union/EU Agencies may not be charged to the budget of the project.

#### SIGNATURES

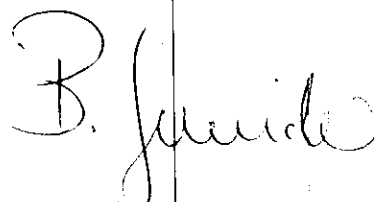
For the Coordinator  
**Daniela Parisi**  
Central Director



[signature]  
Done at Rome, [date]

2/08/2018

For the Commission  
**Beate GMINDER,**  
Director



[signature]  
Done at Brussels, [date]

10/8/2018

In duplicate in English



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## **ANNEX I**

### **DESCRIPTION OF THE ACTION**

**Project ref.: Agreement number: HOME/2017/ISFB/AG/EMAS/0064**

**Title: "SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach"**

#### **1. Summary of the action**

The deep political crisis in some African countries and in the Middle East is still ongoing, and the migratory pressure from North-Africa towards Europe, in particular towards the Italian coasts, has been high in the past, and it is not possible to foresee the relevant developments in the next months.

The phenomenon is unprecedented and is growing steadily: in 2015, 153.842 migrants reached the Italian coasts, including 12.360 minors; in 2016, there were 181.436 arrivals, including 25.846 minors, while from January to September 30 2017, there were 105.210 arrivals, including 13.418 minors.

In comparison with the last year trend, the trend of arrivals by sea has been higher in the first 6 months of 2017 (70.222 arrivals until June 30th, 2016 and 83.360 arrivals until June 30th, 2017, with a 18% growth rate between June 2016 and June 2017). As well-known, arrivals by the sea in Italy have been considerably decreased from mid-July up to now (11.459 in July, 3.914 in August, 6.288 in September); nevertheless, since the geo-political critical situation in the origin and transit countries is still persisting, such decrease doesn't imply that the migratory crisis can be deemed as avoided. In spite of the current decrease in disembarkations, the vulnerable cases are becoming more and more relevant, both on the grounds of the number of persons concerned and in relation to the specific vulnerability of the migrants reaching the Italian coasts. In most cases, migrants reach the European coasts after exhausting journeys, which jeopardize their psychophysical health, escaping from war, persecution and exploitation. These persons require prompt specific measures of protection and assistance, and therefore, it becomes necessary to strengthen – in terms of prompt action and professional expertise – the activities of early identification of the vulnerabilities with the purpose of the subsequent inclusion into appropriate reception paths. Priority has to be given to the early identification of vulnerabilities immediately after disembarkation and, in particular, during the short stay in the hotspots which have been activated in line with the European strategy of management of the migratory flows.

Moreover, by analyzing entry flows and in relation to vulnerable individuals, during the last years there has been an increase in arrivals of persons whose minor age is not certain. In addition to ensuring a psycho-social support for minors reaching our coasts (as it is experimented in the PUERI project, funded through the AMIF- Urgent Measures), it is necessary to develop actions aiming at assessing the migrant's minor age in case of reasonable doubt. As a matter of fact, it often happens that persons, who have just reached adult age, state to be minor with the purpose of benefitting from more protection and access to services, while, vice-versa, minors state to be older and have reached adult age (for example, because they are induced by mechanisms linked to the trafficking of human beings). The issue of the correct social-sanitary age assessment in the cases of doubt is crucial in the protection system of

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foreign unaccompanied minors, since it is strictly functional to the application without delay of the protection measures, specifically provided for in relation to this category of vulnerable persons. In this framework it seems to be important to activate multidisciplinary teams for age assessment, as provided for by the Act Nr. 47 dd. 7/4/2017, Official Journal 21/4/2017, containing “Provisions concerning the protection measures for foreign unaccompanied minors”, also in the framework of first reception such as the hotspot facilities, where the staff of the National Health System is not always available. Moreover, in all the reception phases, attention has to be focused on the early identification of vulnerabilities, with particular reference to those included in the “Guidelines concerning the actions for assistance, rehabilitation and treatment of the mental disorders of refugees and of the persons who were subject to torture, rape or other serious forms of psychological, physical or sexual violence, including possible programs of specific professional training addressed to the healthcare staff, “ issued by the Ministry of Health with M.D. dd. April 3rd 2017, in implementation of Article 27 par.1 bis of the Legislative Decree Nr. 18/2014 and published on the Official Journal (General Series Nr. 95 dd. 24/4/2017).

In consideration of the abovementioned circumstances, the Ministry of Interior has to face an emergency situation according to Art. 2, subpar. f) of the Regulation (EU) Nr. 515/2014 (Reg. ISF).

## **2. General objective (expected impact) and response to the emergency situation**

The general objective of the measure lies in strengthening the first assistance systems' capacity of identifying, and inserting into appropriate paths, the migrants with particular vulnerabilities (such as minors, victims of trafficking, torture, violence). This has to be accompanied by the determination of the minor age of the foreign unaccompanied minors in the cases of doubt, who arrive in both active and soon to be operational hotspot facilities. The implementation of the actions provided for by the measure will enable the following in the mid-term:

- definition of uniform procedures to recognize the vulnerable cases and to ascertain the age of foreign unaccompanied minors, in the cases of reasonable doubt;
  - strengthening of the capacities of the first assistance staff in the ascertainment of the vulnerabilities;
  - appropriate insertion of minors into the reception facilities devoted to them through the multidisciplinary ascertainment of the minor age in case of reasonable doubt;
  - standardization of the IT instruments for the registration of the health and social data of migrants in order to ensure the most appropriate insertion into the reception facilities after the hotspot as well as the continuity of the treatments provided by the National Health Service in the following steps of the reception process,
  - strengthening and coordination of the local network as well as of the stakeholders acting near the disembarkation places ( Local Health Authorities (ASL), Prefectures, local bodies, bodies managing the reception centers, operators of the disembarkation phases).
- Project actions are aimed at setting up an operational network that already intervenes during the first phase of assisting migrants in order to identify early on their vulnerabilities. Through the networking of hotspots and other reception centers, ASP/ASL and health services, Prefectures and social services of municipalities, and the coordination of operating tables activated by Area Managers, along with the sharing of information, the uptake of vulnerable cases will be guaranteed, seeking continuity solutions in application of active inclusion measures foreseen by local programming.

The most evident risk is the inability to predict the timing of landings and the amount of migrants involved. In order to ensure that the main actions proposed are nevertheless carried

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out, a system will be established, which includes the project's supervisory teams who will be able to intervene responding to needs, and which foresees the strengthening of the territorial operational network, which includes Prefectures, reception centers, social and health services, involving local communities.

During the start-up phase, the project partners will prepare the Operational Plan for the various SUBACTIONS, including the programming of activities and their outputs.

The monitoring procedures will accompany the project phases throughout the entire implementation path: specific reporting and monitoring tools will be set up for the individual subactions, which will also make possible the surfacing of any bottleneck and deviation from the initial planning, along with the identification and implementation of corrective measures.

### **3. Specific objectives (expected outcomes) of the action**

SPEC OB 1: Development of the capacities of early identification of the vulnerabilities within the hotspot facilities and support to the first assistance actions.

MACROACTIVITY 1: improvement in the competences and in the use of shared procedures for the early identification of the migrants' vulnerabilities through the provision of on-line and mentorship training within the hotspot facilities. The staff concerned is constituted by the reception workers already acting in the hotspots as well as the social workers and cultural mediators, selected in the framework of the project.

Indicator: number of the persons registered in the on-line learning platform / number of the persons selected for the training: Expected value 0,8

SPEC OB 2: Support to the application, both in the active hotspots and in those that are due to be operative, of the procedures for the age assessment of the Foreign Unaccompanied Minors, in case of reasonable doubt, according to the multi-disciplinary Protocol.

MACROACTIVITY 1: activation of a multidisciplinary team for the ascertainment of the minor age within any hotspot facility. This team, composed of 1 social worker, 1 neuropsychiatrist or developmental psychologist, 1 auxologist pediatrician and 2 cultural mediators, will proceed with the age assessment, whenever it will be requested by the Judicial Authority.

MACROACTIVITY 2: Training of the team to the use of the multidisciplinary protocol for the age assessment and implementation of the instrument.

Indicator: number of alleged Foreign Unaccompanied Minors, to whom the multidisciplinary Protocol for the age assessment is applied/ number of alleged Foreign Unaccompanied Minors for whom it is requested. Expected value: 1.

SPEC OB 3: Strengthening the local network for processing the vulnerable cases and for the age assessment in the cases of reasonable doubt

MACROACTIVITY 1: information and training on the identification of vulnerabilities and on age assessment in the cases of reasonable doubt for the stakeholders acting also outside the Hotspot facilities (Prefectures, Public Security, Local Health Authorities (ASL)) in the view of their awareness raising on the relevant topics and of the progressive systematization of the relevant processes among the facilities:

Indicator: number of implemented training-information actions / number of hotspot facilities. Expected Value: 1 (it becomes a new objective in line with the content of the subaction 6)

Indicator: number of training/information meetings on the methods and on the protocols applied to the local network/ number of hotspot facilities involved by the project. Expected Value : 1

SPEC OB 4: Activation of the IT instruments for the registration of the health and social data of migrants, with the purpose of ensuring the continuity of the treatments provided by the National Health Service in the following steps of the reception process and for the registration of the activities related to the early identification of vulnerabilities and to the age assessment of Foreign Unaccompanied Minors in the cases of reasonable doubt.

MACROACTIVITY 1: Introduction of the use of hardware and software IT systems for the management of the migrants' health files and for the registration of the activities carried out in relation to Foreign Unaccompanied Minors and vulnerable persons;

Indicator: number of Internet accesses enabled for the management of the health files of migrants/ number of hotspot facilities. Expected Value : 1

MACROACTIVITY 2: Monitoring of the activity carried out in the hotspot facilities related to the early identification of vulnerable migrants and to the ascertainment of the minor age in the cases of reasonable doubt; through the registration of the activities carried out in electronic form for the automatic production of monthly reports;

Indicator: production of monthly activity reports / number of months of activity. Expected Value : 1 (at least 1 for every activity month )

SPEC OB 5 Promotion of a governance of the process and support to the coordination among all the local stakeholders acting near the disembarkation areas.

MACROACTIVITY 1: Setting up of a operational coordination according to the action areas, near the hotspot facilities, in order to facilitate the connections among the different stakeholders, Prefectures, Bodies managing the Reception Centers, Social Organizations, Local Health Authorities/Province Health Authorities (ASL/ASP), networks of the Third Sector.

Indicator: number of the implemented operational coordination / number of hotspot facilities. Expected value: 1

4. Content and description of the individual sub-actions

<i>Sub-action 1: Management and Coordination of the Action</i>		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
1.1	1 Kick off meeting in Rome	ALL
1.2	1 Operational Plan for each sub-action	ALL
1.3	3 Sharing sessions	ALL
1.4	3 Monitoring reports on implementation	ALL
<i>Outputs/deliverables</i>		
1.	1 Kick off meeting in Rome	
2.	1 Operational Plan for each sub-action	
3.	3 Sharing sessions	
4.	3 Monitoring reports on implementation	
5.	8-10 Monitoring visits	

<i>Sub-Action 2: Detection and surfacing of vulnerabilities</i>		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
2.1	Selection of 8-10 social workers and of 16-20 cultural mediators to support the health team already present in the Hotspot (doctor, nurse, psychologist).	Health Departments of the Regions Sicily, Calabria, Apulia, FNAS
2.2	Definition of procedures aimed at identifying vulnerable migrants within the Hotspot.	Ministry of Health, FNAS, INMP
2.3	Training of reception hosts already present in the Hotspots and of selected staff on methodologies and procedures for emerging vulnerabilities, and to enhance the ability to work in teams. The training will be delivered in e-learning mode through the INMP FAD platform and supported within the individual Hotspots by specialized trainers.	Ministry of Health, FNAS, INMP
2.4	Supervision and continuous monitoring of activities for the surfacing of vulnerabilities by hotspot hosts, and to detect bottlenecks and update the skills of operators, also through sharing experiences.	Ministry of Health, FNAS, INMP
<i>Outputs/deliverables</i>		
1. 2.	Establishment of procedures for emerging and identifying vulnerabilities. Training package for hotspot staff and selected staff for vulnerability identification, on methodologies and procedures for emerging vulnerabilities and to enhance the ability to work in teams. The training will be delivered in e-learning mode through the INMP FAD platform and supported within the individual Hotspots by specialized trainers.	

<i>Sub-Action 3: Multidisciplinary assessment of the child age in doubtful cases</i>		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
3.1	Establishment of 8-10 multidisciplinary teams, each consisting of 1 auxiliary paediatrician, 1 neuropsychiatrist or evolutionary psychologist, 1 social worker; 2 linguistic-cultural mediators (languages: on the basis of the needs found), responsible for ascertaining the age of unaccompanied minors, in case of reasonable doubt.	Health Departments of the Regions Sicily, Calabria, Apulia, FNAS.
3.2	Training of multidisciplinary team members on the multidisciplinary protocol for age assessment and how to apply the relevant procedures. The training will be delivered in e-learning mode through the INMP FAD platform and supported in individual Hotspots by specialized trainers	Ministry of Health, INMP

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3.3	The conduction by the multidisciplinary teams of age-related activities. In case of reasonable doubt about the age declared by the child, the Protocol foresees the carrying out of: a social interview, a neuropsychiatric / psychological evaluation, a paediatric auxological examination. For each individual for whom age evaluation will be conducted, the team will appoint a case manager to arrange and coordinate the different phases of the multidisciplinary procedure and, at its end, the team will prepare the age assessment report.	Health Departments of the Regions Sicily, Calabria, Apulia
3.4	4. Continuous monitoring and supervision of multidisciplinary team work by specialized personnel	Ministry of Health, INMP
<b>Outputs/deliverables</b>		
1.	Adaptation of the Multidisciplinary Protocol for Age Assessment to the Hotspot Operating Environment	
2.	Training package for multidisciplinary team members on the multidisciplinary protocol for age assessment and how to apply the relevant procedures. The training will be delivered in e-learning mode through the INMP fad platform and supported in individual hotspot by specialized trainers.	

<b><i>Sub-Action 4: Training and information of stakeholders active in the hotspots and in the territory, including landing disembarkation sites on the identification of vulnerable cases and the age assessment of Unaccompanied Foreign Minors in doubtful cases</i></b>		
<b>No</b>	<b>Name and description of the activity (What, How, Where)</b>	<b>Applicant/ Co-applicant</b>
4.1	Definition of the Stakeholder Training Plan for the stakeholders in the hotspots and present in the territory, including disembarkation sites, about the methods used to identify and emerge the main vulnerabilities and age in doubtful cases.	Ministry of Health, FNAS, INMP, Health Departments of the Regions Sicily, Calabria, Apulia
4.2	Conduction of meetings dealing with the procedures for identifying and emerging of the main vulnerabilities and age assessment in dubious cases as well as promoting a child-centered approach to each of the places where they insist the hotspots addressed to all stakeholders working within the hotspot and the territory, including the disembarkation sites.	Ministry of Health, INMP and FNAS.
<b>Outputs/deliverables</b>		
1.	Production of information material on procedures for identifying and emerging of the main vulnerabilities and age assessment in dubious cases as well as promoting a child-centered approach. Format : brochure/leaflets. Target: stakeholders in the hotspots and present in the territory	
2.	Organisation of 8 "Informative" meetings. Content: procedures for identifying and emerging of the main vulnerabilities and age assessment. Target: stakeholders in the hotspots and present in the territory. Expected number of participants: 10 participants per	



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	meeting per hotspot.	
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<b><i>Sub-Action 5: Medical and Social Card of the Migrant and monitoring of the activities carried out</i></b>	
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No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
5.1	Review / Optimization of the electronic health card	Ministry of Health, INMP
5.2	Development / optimization of the electronic social card to improve the effectiveness of vulnerability detection processes and increase the efficiency of up taking migrants, not only at the time of the first emergency, but throughout the entire reception process, ensuring the portability of disaggregated data.	FNAS
5.3	Provision of 8-10 laptops (1 for hotspots) with software installed: for migrant health data recording, application of the multidisciplinary age-detection protocol in case of doubt for the monitoring of the activity carried out.	INMP
5.4	Provision of 8-10 laptops (1 for hotspots) with software installed: for registering migrant social data through the development and adaptation of the system initiated with the PUERI project	FNAS
5.5	Provision of tools for registering the health data to be delivered to the migrant.	INMP

***Outputs/deliverables***

1.	Creation of software for the registration of data related to health	
2.	Creation of User manual of the provided software	
3.	Creation of software of Electronic social card	

***Sub-Action 6: Operational linkage with the actors operating in the territory***

No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
6.1	Selection and training of 8 to 10 Area Coordinators (social assistants), in conjunction with the hotspots identified, to improve the quality of the link between hotspot operators and stakeholders from other stakeholders in the area	FNAS
6.2	Activating digital instruments, starting with the portal model already activated with the PUERI project, to define operational support for the first reception activities to ensure the networking of sites, bodies	FNAS



	and figures of operators that contribute to defining the framework of reception in territorial areas including hotspots	
6.3	Organization of n. 2 meetings in each of the 8/10 hotspots areas, to strengthen the link between operators and stakeholders involved in defining the framework for taking charge, in order to improve the effectiveness of first-aid interventions	FNAS
<i>Outputs/deliverables</i>		
1.	Integrated territorial tables (8-10 - one per hotspot): stakeholder mapping and declination of skills; definition of procedures for taking charge hardships identified in the hotspots, in the subsequent receiving migrants phases.	

5. Coordination mechanism with Authorities and other actors

See sub-action 1

6. Potential risks and measures to mitigate them

The most evident risk is the inability to predict the timing of landings and the amount of migrants involved. In order to ensure that the main actions proposed are nevertheless carried out, a system will be established, which includes the project's supervisory teams who will be able to intervene responding to needs, and which foresees the strengthening of the territorial operational network, which includes Prefectures, reception centers, social and health services, involving local communities.

7. Monitoring strategy

During the start-up phase, the project partners will prepare the Operational Plan for the various SUBACTIONS, including the programming of activities and their outputs.

The monitoring procedures will accompany the project phases throughout the entire implementation path: specific reporting and monitoring tools will be set up for the individual subactions, which will also make possible the surfacing of any bottleneck and deviation from the initial planning, along with the identification and implementation of corrective measures.

Leading entities: Ministry of Health, FNAS, INMP  
See also sub-action 1.

8. Visibility, Communication and Information

Any action / material that will be presented will have the EU logos and specific mention of the FSI, as foreseen by the Guide for applicant

9. Information Concerning Other Organisations Participating in the implementation of the Action as Co-Beneficiaries

Co-Applicant Name	Type-Legal Status NGO, IOs, other
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Ministry of Health - Directorate General for Health Prevention	Public administration
INMP - National Institute for health, migration and poverty	Public administration
FNAS - National Foundation for Social Workers on behalf of the Social Worker National Council.	Legal person
Sicilian Region - Regional Department for Health Care and Epidemiological Observatory	Public administration
Calabria Region - Department of Health and Health Protection	Public administration
Puglia Region - Department of Health Promotion, Social Welfare and Sport for All	Public administration

**10. Information Concerning Subcontracting (If Applicable)**

<p>INMP: Any assignment on the acquisition of personnel, goods and services will be carried out in compliance with the current legislation;</p> <p>Sicilian Region: The entire project activity will be carried out by selected personnel and appointed by the Order of doctors and dental surgeons of the Province of Palermo, to whom the financing will be transferred, subcontracting on the basis of a Memorandum of Understanding signed on 10 October 2017;</p> <p>Apulia Region: The activity will be carried out by staff selected and commissioned by the Regional health and social agency, as an instrumental body for the project implementation. The agency performs the function of research and organization with Apulia region and Therefore, the entire scholarship will be transferred from the Puglia region to the Regional Health and Social Agency.</p> <p>Calabria Region: The activities will be carried out by the staff selected and commissioned by the Local Health Authorities which are responsible for the hotspot to which the Region will transfer the appropriate budget.</p>	
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**11. Information Concerning Equipment (if applicable)**

<p>Purchase of 8-10 laptops (1 for each hotspot) with software installed, and purchase of 8-10 printers (1 for each hotspot) : for migrant health data recording, application of the multidisciplinary age-detection protocol in case of doubt for the monitoring of the activity carried out. Leading entity: -INMP</p> <p>Purchase of 8-10 laptops (1 for each hotspot) with software installed and purchase of 2 pc multifunction: for registering migrant social data through the development and adaptation of the system initiated with the PUERI project. Leading entity: - FNAS</p>	
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**12. Other potential sources of funding & complementarity with other actions**

The Ministry of Interior has requested and obtained emergency resources for funding the Emergency Measure PUERI - Pilot action for Uams: Early Recovery Interventions. This	
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project is completed. Its results will be used by SAVE project. Furthermore the project will be guaranteed complementarity with other projects financed by AMIF that involve sanitary aspects of beneficiaries (ex. Silver in Sicilian Region) or AMIF projects that operate at disembarking points (ex. Aditus – OIM, Supporto multi-azione – UNHCR, early identification and psychosocial support to UAMs with mental health issues and traumatized children – Terre des Hommes and Acuarinto).

**ANNEX II**  
**GENERAL CONDITIONS**

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

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

#### **II.1.1 General obligations and role of the beneficiaries**

The beneficiaries shall:

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

#### **II.1.2 General obligations and role of each beneficiary**

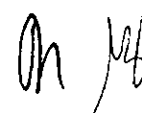
Each beneficiary shall:

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

#### **II.1.3 General obligations and role of the coordinator**

The coordinator shall:

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



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

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

## **ARTICLE II.2 – COMMUNICATIONS BETWEEN THE PARTIES**

### **II.2.1 Form and means of communications**

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

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

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

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## **II.2.2 Date of communications**

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

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

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

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

## **ARTICLE II.3 – LIABILITY FOR DAMAGES**

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

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

## **ARTICLE II.4 - CONFLICT OF INTERESTS**

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

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

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## **ARTICLE II.5 – CONFIDENTIALITY**

**II.5.1** The Commission and the beneficiaries shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

Unless the Commission requests or agrees otherwise, any communication or publication related to the action, made by the beneficiaries jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures,

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leaflets, posters, presentations, etc.), shall indicate that the action has received funding from the Union and shall display the European Union emblem.

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

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

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

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

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

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

#### **II.8.1 Ownership of the results by the beneficiaries**

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

#### **II.8.2 Pre-existing industrial and intellectual property rights**

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

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

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

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



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- (a) use for its own purposes, and in particular, making available to persons working for the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as, copying and reproducing in whole or in part and in unlimited number of copies;
- (b) distribution to the public, and in particular, publication in hard copies and in electronic or digital format, publication on the internet, including on the Europa website, as a downloadable or non-downloadable file, broadcasting by any kind of technique of transmission, public display or presentation, communication through press information services, inclusion in widely accessible databases or indexes;
- (c) translation;
- (d) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (e) storage in paper, electronic or other format;
- (f) archiving in line with the document management rules applicable to the Commission;
- (g) rights to authorise or sub-licence the modes of exploitation set out in points (b) and (c) to third parties.

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

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

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

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

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

Beneficiaries acting in their capacity of contracting authorities within the meaning of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public work contracts, public



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supply contracts and public service contracts or contracting entities within the meaning of Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors shall abide by the applicable national public procurement rules.

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

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

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

**II.10.1** A "subcontract" is a procurement contract within the meaning of Article II.9, which covers the implementation by a third party of tasks forming part of the action as described in Annex I.

**II.10.2** Beneficiaries may subcontract tasks forming part of the action, provided that, in addition to the conditions specified in Article II.9 and the Special Conditions, the following conditions are complied with:

- (a) subcontracting only covers the implementation of a limited part of the action;
- (b) recourse to subcontracting is justified having regard to the nature of the action and what is necessary for its implementation;
- (c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex III;
- (d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the coordinator and approved by the Commission without prejudice to Article II.12.2;
- (e) the beneficiaries ensure that the conditions applicable to them under Article II.7 are also applicable to the subcontractor.

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

**II.11.1** Where the implementation of the action requires giving financial support to third parties, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:



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- (a) the maximum amount of financial support, which shall not exceed EUR 60 000 for each third party except where the financial support is the primary aim of the action as specified in Annex I;
  - (b) the criteria for determining the exact amount of the financial support;
  - (c) the different types of activity that may receive financial support, on the basis of a fixed list;
  - (d) the definition of the persons or categories of persons which may receive financial support;
  - (e) the criteria for giving the financial support.
- II.11.2** By way of derogation from Article II.11.1, in case the financial support takes the form of a prize, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:
- (a) the conditions for participation;
  - (b) the award criteria;
  - (c) the amount of the prize;
  - (d) the payment arrangements.
- II.11.3** The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5, II.7, II.8 and II.27 are also applicable to the third parties receiving financial support.

## **ARTICLE II.12 – AMENDMENTS TO THE AGREEMENT**

- II.12.1** Any amendment to the Agreement shall be made in writing.
- II.12.2** An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.
- II.12.3** Any request for amendment shall be duly justified and shall be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the period set out in Article I.2.2, except in cases duly substantiated by the party requesting the amendment and accepted by the other party.
- II.12.4** A request for amendment on behalf of the beneficiaries shall be submitted by the coordinator. If a change of coordinator is requested without its agreement, the request shall be submitted by all other beneficiaries.



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

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

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

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

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

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

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

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

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

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

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



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

### **II.15.1 Suspension of the implementation by the beneficiaries**

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

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

### **II.15.2 Suspension of the implementation by the Commission**

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

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

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

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



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

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

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

Unless the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.16.1, II.16.2 or points (c), (i) or (j) of Article II.16.3.1, the Commission shall, as soon as it considers that the conditions for resuming the implementation have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the coordinator thereof and invite the coordinator to present a request for amendment of the Agreement as provided for in Article II.15.3.

### **II.15.3 Effects of the suspension**

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

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

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

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

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

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

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

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

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

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

In duly justified cases, the participation of any one or several beneficiaries in the Agreement may be terminated by the coordinator, acting on request of that beneficiary or those beneficiaries, or on behalf of all the other beneficiaries. When notifying such termination to the Commission, the coordinator shall include the reasons for the termination of the participation, the opinion of the beneficiary or beneficiaries the participation of which is terminated, the date on which the termination shall take effect and the proposal of the remaining beneficiaries relating to the reallocation of the tasks of that beneficiary or those beneficiaries or, where relevant, to the nomination of one or more replacements which shall succeed that beneficiary or those beneficiaries in all their rights and obligations under the Agreement. The notification shall be sent before the termination is due to take effect.

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

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

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

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

- (a) if a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- (b) if, following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into



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question the decision awarding the grant or would result in unequal treatment of applicants;

- (c) if the beneficiaries do not implement the action as specified in Annex I or if a beneficiary fails to comply with another substantial obligation incumbent on it under the terms of the Agreement;
- (d) in the event of *force majeure*, notified in accordance with Article II.14, or in the event of suspension by the coordinator as a result of exceptional circumstances, notified in accordance with Article II.15, where resuming the implementation is impossible or where the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (e) if a beneficiary is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (f) if a beneficiary or any related person, as defined in the second subparagraph, have been found guilty of professional misconduct proven by any means;
- (g) if a beneficiary is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or in which the action is implemented;
- (h) if the Commission has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the Commission has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement, including in the event of submission of false information or failure to submit required information in order to obtain the grant provided for in the Agreement; or
- (j) if the Commission has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant.



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

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

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

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

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

#### **II.16.4 Effects of termination**

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

Where the participation of a beneficiary is terminated, the beneficiary concerned shall submit to the coordinator a technical report and, where applicable, a financial statement covering the period from the beginning of the last reporting period according to Article I.4 for which a report has been submitted to the Commission to the date on which the termination takes effect. The technical report and the financial statement shall be submitted in due time to allow



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the coordinator to draw up the corresponding payment request. Only those costs incurred by the beneficiary concerned up to the date when termination of its participation takes effect shall be reimbursed or covered by the grant. Costs relating to current commitments, which were not due for execution until after the termination, shall not be taken into account. The request for payment for the beneficiary concerned shall be included in the next payment request submitted by the coordinator in accordance with the schedule laid down in Article I.4.

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

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

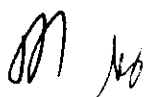
In addition to the first, second and third subparagraphs, where the Agreement or the participation of a beneficiary is terminated improperly by the coordinator within the meaning of Articles II.16.1 and II.16.2, or where the Agreement or the participation of a beneficiary is terminated by the Commission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

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

## **ARTICLE II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES**

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

- (a) administrative penalties consisting of exclusion from all contracts and grants financed by the Union budget for a maximum of five years from the date on which the infringement is established and confirmed following a contradictory procedure with the beneficiary; and/or



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- (b) financial penalties of 2% to 10% of the value of the contribution the beneficiary concerned is entitled to in accordance with the estimated budget set out in Annex III.

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

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

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

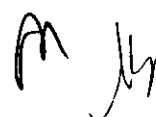
An action may be brought against such decision before the General Court of the European Union, pursuant to Article 263 Treaty on the Functioning of the European Union ("TFEU").

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

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

- II.18.2** Pursuant to Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

- II.18.3** By virtue of Article 299 TFEU, for the purposes of recoveries within the meaning of Articles II.26 or financial penalties, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States. An action may be brought against such decision before the General Court of the European Union pursuant to Article 263 TFEU.



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## **PART B – FINANCIAL PROVISIONS**

### **ARTICLE II.19 – ELIGIBLE COSTS**

#### **II.19.1 Conditions for the eligibility of costs**

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

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

#### **II.19.2 Eligible direct costs**

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

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

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

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



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

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

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

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



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### **II.19.3 Eligible indirect costs**

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

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

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

### **II.19.4 Ineligible costs**

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

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





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

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

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

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

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

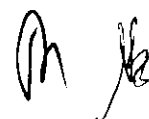
Where, in accordance with Article I.3(a)(ii) or (b), the grant takes the form of the reimbursement of unit costs or of a unit contribution, the beneficiary must declare as eligible costs or as requested contribution the amount obtained by multiplying the amount per unit specified in Article I.3(a)(ii)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

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

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

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

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



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

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

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

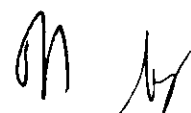
#### **II.20.5 Reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices**

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

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

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

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



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

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

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

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

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

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

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

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

Without prejudice to Article II.10 and provided that the action is implemented as described in Annex I, beneficiaries are allowed to adjust the estimated budget set out in Annex III by transfers between themselves and between the different budget categories, without this



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adjustment being considered as an amendment of the Agreement within the meaning of Article II.12.

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

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

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

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

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

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

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

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

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

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

This request shall be accompanied by the following documents:

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- (a) an interim report ("interim technical report") or, for the payment of the balance, a final report on implementation of the action ("final technical report"), drawn up in accordance with Annex V; the interim or final technical report must contain the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution in accordance with Article I.3(a)(ii), (iii), (b) or (c), as well as information on subcontracting as referred to in Article II.10.2(d);
- (b) an interim financial statement ("interim financial statement") or, for the payment of the balance, a final financial statement ("final financial statement"); the interim or final financial statements must include a consolidated statement as well as a breakdown of the amounts claimed by each beneficiary and its affiliated entities; they must be drawn up in accordance with the structure of the estimated budget set out in Annex III and with Annex VI and detail the amounts for each of the forms of grant set out in Article I.3 for the reporting period concerned;
- (c) only for the payment of the balance, a summary financial statement ("summary financial statement"); this statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3.2 for each beneficiary and its affiliated entities; it must be drawn up in accordance with Annex VI;
- (d) where required by Article I.4.1 or for each beneficiary for which the total contribution in the form of reimbursement of actual costs as referred to in Article I.3(a)(i) is at least EUR 750 000 and which requests a reimbursement in that form of at least EUR 325 000 (when adding all previous reimbursements in that form for which a certificate on the financial statements has not been submitted), a certificate on the financial statements and underlying accounts ("certificate on the financial statements") ;

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

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

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

The coordinator shall certify that the information provided in the request for interim payment or for payment of the balance is full, reliable and true. It shall also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for

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payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared.

### **II.23.3 Non-submission of documents**

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

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

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

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

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

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


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

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

Without prejudice to Articles II.24.5 and II.24.6, where Article I.4.1 provides for a pre-financing payment upon entry into force of the Agreement, the Commission shall pay to the coordinator within 30 days following that date or, where required by Article I.4.1, following receipt of the financial guarantee.

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

- (a) it is provided by a bank or an approved financial institution or, at the request of the coordinator and acceptance by the Commission, by a third party;



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

#### **II.24.2 Further pre-financing payments**

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

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

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

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

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

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

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

- (a) where, in accordance with Article I.3(a), the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate specified in that Article to the eligible costs of the action approved by the Commission for the concerned reporting period and the corresponding categories of costs, beneficiaries and affiliated entities; if Article I.4.1 specifies another reimbursement rate, this other rate shall be applied instead;
- (b) where, in accordance with Article I.3(b), the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified in that Article by the

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actual number of units approved by the Commission for the concerned reporting period and for the corresponding beneficiaries and affiliated entities;

- (c) where, in accordance with Article I.3(c), the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities, subject to approval by the Commission of the proper implementation during the concerned reporting period of the corresponding tasks or part of the action in accordance with Annex I;
- (d) where, in accordance with Article I.3(d), the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Commission for the concerned reporting period and the corresponding beneficiaries and affiliated entities.

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

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

#### **II.24.4 Payment of the balance**

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

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

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

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

#### **II.24.5 Suspension of the time limit for payment**

The Commission may suspend the time limit for payment specified in Article I.4.2 at any time by formally notifying the coordinator that its request for payment cannot be met, either





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because it does not comply with the provisions of the Agreement, or because the appropriate supporting documents have not been produced, or because there is doubt about the eligibility of the costs declared in the financial statement.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

#### **II.24.7 Notification of amounts due**

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

#### **II.24.8 Interest on late payment**

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

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

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

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

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

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

Payments by the Commission shall be made in euro.

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

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

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

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

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

#### **II.24.12 Payments to the coordinator**

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

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

#### **II.25.1 Calculation of the final amount**

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

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

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

#### **II.25.2 Maximum amount**

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

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

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

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

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

- (a) income generated by the action; or



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

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

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

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

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

#### **II.25.4 Reduction for poor, partial or late implementation**

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

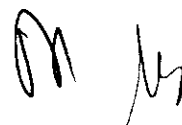
### **ARTICLE II.26 – RECOVERY**

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

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

#### **II.26.2 Recovery after payment of the balance**

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



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

### **II.26.3 Recovery procedure**

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

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

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

- (a) by offsetting it against any amounts owed to the beneficiary concerned by the Union or the European Atomic Energy Community (Euratom) ("offsetting"); in exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Commission may recover by offsetting before the due date: the beneficiary's prior consent shall not be required; an action may be brought against such offsetting before the General Court of the European Union pursuant to Article 263 TFEU;
- (b) by drawing on the financial guarantee where provided for in accordance with Article I.4.1 ("drawing on the financial guarantee");
- (c) by holding the beneficiaries jointly and severally liable up to the value of the contribution that the beneficiary held liable is entitled to receive. This contribution shall be that indicated in the estimated budget breakdown as set out in Annex III as last amended;
- (d) by taking legal action in accordance with Article II.18.2 or with the Special Conditions or by adopting an enforceable decision in accordance with Article II.18.3.

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

### **II.26.4 Interest on late payment**

If payment has not been made by the date set out in the debit note, the amount due shall bear interest at the rate established in Article II.24.8. Interest on late payment shall cover the period running from the day following the due date for payment, up

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to and including the date when the Commission actually receives payment in full of the outstanding amount.

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

#### **II.26.5 Bank charges**

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

### **ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION**

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

The Commission may carry out technical and financial checks and audits in relation to the use of the grant. It may also check the statutory records of the beneficiaries for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided in the framework of checks or audits shall be treated on a confidential basis.

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

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

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

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

#### **II.27.2 Duty to keep documents**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **II.27.5 Contradictory audit procedure**

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

#### **II.27.8 Checks and inspections by OLAF**

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

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

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

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

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

IDENTIFICATION FORM			
Title	SAVE – Support Actions for Vulnerability emergence		
Legal name of beneficiary/co-ordinator	Ministero dell'Interno - Dipartimento per le Libertà Civili e l'Immigrazione		
Address	1, piazza del Viminale, 00184 Rome Italy		
Eligibility period	From:	01-Mar-18	To: 28-Feb-19
Banking details	Name and address of the bank	Banca d'Italia - Tesoreria Centrale dello Stato	
	Bank account n°	23211	
	I.B.A.N	IT07E0100003245350200023211	
	Bank account holder	Ministero dell'Economia e delle Finanze - Fondo di Dotazione per	
	Payment reference (if necessary)	Ministero dell'Interno - Dipartimento per le Libertà Civili e l'Immigrazione	
Summary of activities			
SAVE – Support Actions for Vulnerability emergence Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach			
Total amount requested from the EU			EURO 4,407,398.18

On 1/5

BENEFICIARIES			
			Country
Legal name of Beneficiary/Coordinator	Ministero dell'Interno - Dipartimento per le Libertà Civili e l'Immigrazione		Italy
Co-beneficiary Code	Legal name of Co-beneficiary		Country
Co-beneficiary 1	Ministry of Health - Directorate General for Health Prevention		Italy
Co-beneficiary 2	Calabria Region - Department of Health and Health Protection		Italy
Co-beneficiary 3	Puglia Region - Department of Health Promotion, Social Welfare and Sport for All		Italy
Co-beneficiary 4	Sicilian Region - Regional Department for Health Care and Epidemiological Observatory		Italy
Co-beneficiary 5	INMP - National Institute for health, migration and poverty		Italy
Co-beneficiary 6	Fondazione nazionale Assistenti Sociali (FNAS)		Italy
Co-beneficiary 7			
Co-beneficiary 8			
Co-beneficiary 9			
Co-beneficiary 10			
Co-beneficiary 11			
Co-beneficiary 12			
Co-beneficiary 13			
Co-beneficiary 14			
Co-beneficiary 15			
Co-beneficiary 16			
Co-beneficiary 17			
Co-beneficiary 18			
Co-beneficiary 19			
Co-beneficiary 20			

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FORECAST BUDGET CALCULATION

%

Estimated Expenditure	
A Staff	1,632,896.06
B Travel	386,120.00
C Equipment	29,300.00
D Consumables	11,000.00
E Other direct costs	2,538,924.04
Total Direct Costs	4,577,240.10
F Indirect costs	319,869.00
	6.99%
Total Eligible Costs	4,897,109.09

Estimated Income	
I Financial contributions specifically assigned by donors to the financing of the eligible costs & income generated by the financed activities.	0.00 0.00%
K Other income, including own contribution from the beneficiary/-ies & financial contributions not specifically assigned by donors to the financing of the eligible costs.	499,710.91 10.00%
EU Contribution	4,407,398.18 90.00%
Total Income	4,897,109.09

Subtotal of selected entries						
Budget heading	Name of Beneficiary	Activity (1.1, 1.2, ..., 2.1, 2.2, ...)	Description of item i.e. Who? What?	Unit	Amount per unit in EURO	Number of units
A	INMP	1.1,1.2,1.4,2.2,2.3,3	Project coordinator/manager (100%)	month	5,036.44	12.00
A	INMP	1.1,1.2,1.4,2.2,2.3,3	project manager assistant (100%)	month	3,165.20	12.00
A	INMP	1.4,2.3,3,4	monitoring manager (100%)	month	3,165.20	10.00
A	INMP	2.2,3,2	instructional designer (100%)	month	3,165.20	4.00
A	INMP	2.2,3,2	multimedia developer (100%)	month	3,165.20	4.00
A	INMP	2.2,3,2	Tutor e-learning	month	3,165.20	8.00
A	INMP	2.2,3,2	IT officer	month	3,165.20	6.00
A	INMP	2.2,3,2	Health content specialist	hour	30.71	200.00
A	INMP	2.2,3,2	General content manager	hour	13.01	200.00
A	INMP	2.2,3,2,4,2	Health specialist trainer	hour	30.71	96.00
A	INMP	2.2,3,2,4,2	General trainer	hour	13.01	32.00
B	INMP	1.2,3,4	two way tickets, hotel and subsistences	travel	700.00	100.00
B	INMP	1.2,3,4	car rental and fuel to join Hotspot no public services	travel	250.00	100.00
C	INMP	2.5	laptop and software	piece	1,000.00	10.00
C	INMP	2.5	printer	piece	250.00	10.00
D	INMP	2,3,4	general consumables (paper/toner etc) for dedicated printers in each hotspot	cost per unit	500.00	10.00
F	INMP		indirect costs	flat rate	33,062.02	1.00
E	INMP	4	information material (graphic and editing)	cost per unit	39,000.00	1.00
E	INMP	4	information material (printing)	cost per unit	39,000.00	1.00
E	INMP	2,3,4	shipping charges for delivery of printed materials to each hotspot	cost per unit	1,000.00	10.00
E	INMP	5	health card software customization	cost per unit	30,000.00	1.00
E	INMP	5	health cards and related graphic service	cost per unit	30,000.00	1.00
E	INMP	1.1,1.2,1.4,2,0,3,1,3	subcontracting - Agreement with Ordine dei medici provincia di Palermo* (professional order)	flat rate	1,230,766.08	1.00
F	Regione Siciliana		indirect costs	flat rate	86,153.63	1.00
F	Regione Siciliana	1.1,1.2,1.4,2,0,3,1,3	subcontracting - local health service to the Regional Health and Social Agency	flat rate	232,714.08	1.00
F	Regione Puglia		indirect costs	flat rate	16,289.99	1.00
E	Regione Calabria	1.1,1.2,1.4,2,0,3,1,3	subcontracting - local health services ( various ASL)	flat rate	623,943.68	1.00
F	Regione Calabria		indirect costs	flat rate	43,675.44	1.00
A	FNAS	1.1,1.2,1.4,2,1,2,2,2	Project coordinator/manager (70%)	month	5,036.44	12.00
A	FNAS	1.1,1.2,1.4,2,2,3,3	project manager assistant (70%)	month	3,165.20	12.00

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Budget heading	Name of Beneficiary	Activity (1.1, 1.2,..., 2.1, 2.2,...)	Description of item I.e. Who? What?	Unit	Amount per unit in EURO	Number of units	Total EURO	Additional Information (depreciation, subcontracting,...)
A	FNAS	1.4, 2.3	monitoring e communication manager (100%)	month	3.165.20	10.00	31.652.00	EDITED
A	FNAS	2.1,2.2, 2.3,4,1,4,2,6	Training managers	hours	30.71	200.00	6.142.00	EDITED
A	FNAS	1.4, 2.3	Monitoring and reporting staff	month	3.165.20	6.00	18.991.20	EDITED
A	FNAS	2.2,5,2	Communication Manager (v. 50)	hours	0.00	0.00	0.00	EDITED
A	FNAS	6.1,6,2,6,3	Responsibles for territorial fusion	hours	30.71	10.369.00	318.401.28	96 hours in every month for 9 Sweeney
A	FNAS	2.0, 3.1	Social worker senior	Hours	30.71	31.104.00	955.203.84	18 sw for 144 hours in every month
B	FNAS	1.1,1,2,1,4,2,2,3,3	Project coordinator/manager transfer	Travels	700.00	60.00	42.000.00	
			project manager assistant transfer - specific tasks include rotating bimonthly meetings at the intervention offices with local representatives as well as collaboration with the project manager for personnel selection and definition of procedures					
B	FNAS	1.1,1,2,1,4,2,2,3,3	other components staff transfer. These are the trips of the remaining personnel (monitoring and communication manager and training manager) foreseen by the project to participate in the training courses	Travels	700.00	50.00	35.000.00	
B	FNAS	1.4, 2.3, 2.2	Responsibles for territorial fusion transfer	Travels	250.00	40.00	10.000.00	
B	FNAS	6.2, 6.3	other transfer: These are the expenses of social workers and local managers for training and meetings	Travels	250.00	300.00	75.000.00	
B	FNAS	2.2, 2.3, 4.1, 6.2, 6.3	10 lap top, 2 p.c. multifunction, 12 software	Travels	250.00	50.00	12.500.00	
C	FNAS	5.3,5.4	general consumables ( paper/toner etc) for dedicated printers	piece	1.400.00	12.00	16.800.00	
			personal selection fees		0.00	0.00	0.00	
			training days: Organization and management of training meetings, construction of territorial tables		0.00	0.00	0.00	
D	FNAS	2,3,4	quality and critical checks	cost per unit	1.000.00	6.00	6.000.00	
E	FNAS	6.1	management software		250.00	30.00	7.500.00	
E	FNAS	6.3	telephony services		1.500.00	16.00	24.000.00	monitoring
E	FNAS	6.2	indirect cost		18.000.00	10.00	10.000.00	
E	FNAS	2,0,3,1	Assistance to the Ministry for Accountable/administrative issues, support in reporting activities and communication (technical assistance)		1.500.00	10.00	15.000.00	
F	FNAS		National contribution (10%)		118.655.89	1.00	118.655.89	7% of direct costs - EDITED
E	Ministero dell'Interno	1.2, 1.3, 1.4, 1.5	contract	contract	176.000.00	1.00	176.000.00	public procedure
K			10% of total		489.710.91	1.00	489.710.91	
B	Ministero dell'Interno	1.1, 1.5	Staff travel cost Ministero dell'Interno - Daily subsistence	Daily subsistence	230.00	64.00	14.720.00	Figure calculated by multiplying daily subsistence costs for 2 operators, the number of visits, the number of day of stay. (2*16*2) – VAT included
B	Ministero dell'Interno	1.1, 1.5	Staff travel cost Ministero dell'Interno - flight train	flight train	450.00	32.00	14.400.00	Figure calculated by multiplying flight/train cost for 2 operators, the number of visits,(2*16) – VAT included
F	Ministero dell'Interno	1.1, 1.5	indirect costs	flat rate	17.076.21	1.00	17.076.21	
A	Ministero Salute	1.1,1,2,1,4,1,5,2,2,2	Project coordinator/manager (100%)	daily rate	432.69	30.00	12.980.70	
A	Ministero Salute	1.1,1,2,1,4,1,5,2,2,2	project manager assistant (100%)	daily rate	293.89	30.00	8.816.70	
B	Ministero Salute	1.1,1,2,1,4,1,5,2,2,2	two way tickets, hotel and subsistances	travel	700.00	30.00	21.000.00	
E	Ministero Salute	4	information material (printing)	cost per unit	20.000.00	1.00	20.000.00	
E	Ministero Salute	2,3,4	shipping charges for delivery of printed materials to each hotspot	cost per unit	8.000.00	1.00	8.000.00	
F	Ministero Salute		indirect costs	flat rate	4.955.82	1.00	4.955.82	
E	FNAS		Audit certificate	contract	24.000.00	1.00	24.000.00	VAT included
B	Ministero dell'Interno	1.1, 1.5	Staff travel cost kick off event - Prefecture and staff of entities that manage hotspots - Daily subsistence	Daily subsistence	230.00	100.00	23.000.00	Figure calculated by multiplying daily subsistence costs for operators (Prefecture and staff of entities that manage hotspot), the number of day of stay. (50*2) – VAT included

MB

Budget heading	Name of Beneficiary	Activity (1.1, 1.2,...2.1, 2.2,...)	Description of item i.e. Who? What?	Unit	Amount per unit in EURO	Number of units	Total EURO	Additional information (depreciation, subcontracting,...)
B	Ministero dell'Interno	1.1.1, 1.5	Staff travel cost kick off event - Prefettura and staff of entities that manage hotspots - flight train	flight train	450.00	50.00	22.500.00	Figure calculated by multiplying daily subsistence costs for operators (Prefettura and staff of entities that manage hotspot), (50) - VAT included
E	Ministero dell'Interno	1.1.1, 1.5	Catering cost kick off event - Prefettura and staff of entities that manage hotspots	contract	1.000.00	1.00	1.000.00	public procedure
						1.00	0.00	
						1.00	0.00	

M/3



BUDGET & EXECUTION SUMMARY

Ref.	Budget heading	Estimated expenditure	%	Declared expenditure	Change %	Total eligible expenditure
A	Staff	1,632,896.06		0.00	-100.00%	0.00
B	Travel	365,120.00		0.00	-100.00%	0.00
C	Equipment	29,300.00		0.00	-100.00%	0.00
D	Consumables	11,000.00		0.00	-100.00%	0.00
E	Other direct costs	2,538,924.04		0.00	-100.00%	0.00
	Total Direct Costs A+B+C+D+E	4,577,240.10		0.00		0.00
F	Indirect costs (max 7%)	319,869.00	6.99%	0.00	#DIV/0!	0.00
	Total Eligible Costs	4,897,109.09		0.00		0.00

Ref.	Budget heading	Estimated income	%	Declared income	%
I	Financial contributions specifically assigned by donors to the financing of the eligible costs & income generated by the financed activities.	0.00	0.00%	0.00	#DIV/0!
K	Other income, including own contribution from the beneficiary/-ies & financial contributions not specifically assigned by donors to the financing of the eligible costs.	489,710.91	10.00%	0.00	#DIV/0!
	EU Contribution	4,407,398.18	90.00%		
	Total Income	4,897,109.09			

FINAL PAYMENT CALCULATION		Beneficiary request
A (Total Eligible Costs x % EU Contribution)		0.00
B (Max. amount of EU Contribution)		4,407,398.18
Base of final payment request (lowest amount of A/B)		0.00

EC final decision
0.00
4,407,398.18
0.00

Profit = (Lowest amount of A/B as per EC final decision + "I") - Total Eligible Costs as per EC final decision

Final EU Contribution after application of the no-profit rule = (Lowest amount of A/B as per EC final decision) - ( Profit x EU % as per EC final decision)

J	Pre-financing paid	0.00
	Final payment requested by the beneficiary	0.00

M



COST CLAIM FOR FINAL PAYMENT			
Title	SAVE – Support Actions for Vulnerability emergence		
Grant agreement number			
Legal name of beneficiary/co-ordinator	Ministero dell'Interno - Dipartimento per le Libertà Civili e l'Immigrazione		
Address	1, piazza del Viminale, 00184 Rome		
Eligibility period	From:		To: 43524
Banking details (If different from grant agreement, please provide new Financial Identification Form):	Name and address of the bank	Banca d'Italia- Tesoreria Centrale dello Stato	
	Bank account n°	23211	
	I.B.A.N	IT07E0100003245350200023211	
	Bank account holder	Ministero dell' Economia e delle Finanze - Fondo di Rotazione per l'Attuazione delle	
	Payment reference (if necessary)	Ministero dell' Interno - Dipartimento per le Libertà Civili e l'Immigrazione	
Final payment requested from the EU		EURO	0.00
I certify on my honour that the information contained in this payment request is full, reliable and true. I also certify that the costs incurred can be considered eligible in accordance with the grant agreement and that this request for payment is substantiated by adequate supporting documents that can be checked upon request.			
Name of legal representative:			
Title:			
Function:			
Date:			
Signature:			

M 16

FUNCTIONALITIES and CONSTRAINTS	
<b>Protected fields</b>	Where necessary, the fields on a sheet or the entire sheet is write-protected. You may enter data only in the fields that you are supposed to fill in. If you try to modify a locked cell you will receive a request for a password. Please note that the locking is intentional and you do not need to unlock the template and insert a password to fill in the table properly. As a general rule, only the fields with a white background are to be filled in. Sheet 4 "Budget & Execution summary" is protected as a whole to ensure the integrity of the data and formulae, i.e. it is inaccessible for editing. The other sheets are not fully protected and therefore Applicants are urged not to remove or modify the formulas, especially in the yellow areas as this can impact the calculation functionalities.
<b>Filters</b>	Each column on Sheet 3 and Sheet 5 has a filter, which allows you to filter the entries (using the relevant arrow inserted in the title line). Filtering under multiple parameters is possible by using the filter-buttons of more than one column.
<b>Sorting A-Z or Z-A:</b>	The locking parameters of Sheets 3 and 5 prevent the use of the sorting function.
<b>Copy-paste Cut-paste Insert/delete line</b>	Only the upper parts of the Sheets 3 and 5 are locked and this allows you to copy, cut, insert and delete lines and cells. While using these functions (especially the cut-paste and insert), please note that the calculation formula in the column Total EURO (yellow area) is not reproduced in the new line. It is your responsibility to ensure that the calculation remains correct.
<b>Printing of the Budget</b>	Please check the settings of the print area before you print the worksheets of the Budget Form.
<b>Rounding</b>	When inputting the forecasted amounts in the Sheet 3 make sure that the amounts you enter are rounded to two decimals (i.e. corresponding to XX EUR and XX EUROCENTS) and that there are no hidden decimals. Please note that the cells are set up to show two decimals only but the amounts are not rounded automatically.
BUDGET COLUMNS	
<b>Column A Budget Heading</b>	When introducing a new cost or income item first you need to identify the appropriate Budget Heading. Each cost or income should be classified under one of these categories. No Budget Heading letter is indicated for the amount of EU contribution; you cannot specify yourself the amount of EU contribution that you request. The table calculates it automatically on the basis of the estimated costs and income that you present in the table.
<b>Column B Name of Beneficiary</b>	Each item (i.e. each line, i.e. each cost or income) may be allocated to only one organisation (applicant or co-applicant(s)). It should be the organization that will incur the cost and will include it in its official accounts. Please make sure that every time you refer to an organisation you use the same name/same spelling/same abbreviation throughout the document in order to be able to benefit from the filter in this column and be able to select and review easily all entries that refer to one organisation.
<b>Column C Activity</b>	<ul style="list-style-type: none"> <li>- Indicate the relevant Activity reference number (as per section 4.2 of the Grant Application Form) - 1.1, 1.2, ..., 2.1, 2.2, ... to which the cost is linked.</li> <li>- Indirect costs (Heading F) should be labelled "Indirect".</li> <li>- Incomes (heading I &amp; K) should be labelled "Income". In case the income is generated by a specific activity of the action, please provide details in the description of item.</li> </ul>
<b>Column D Description of item i.e. Who? What?</b>	Provide a concrete description of each cost/income item. The estimated budget aims at providing clear financial information, and this column should therefore not be filled out referring vaguely to activities, but each entry should be a very specific cost. Income: Please give additional information on the sources of income. Especially in case that you foresee under heading I income to be generated by the activities of the action, you should provide details on the type of income and the way of calculation of the total amount.
<b>Column E Unit</b>	Provide the unit used for the calculation of budget (e.g. days, months, persons, items, pieces, kits, sessions, centres, ...). Wherever possible, the units selected should reflect the output indicators selected in the text of the application. Please note that lump sums are not allowed (except for indirect costs and income labelled under K).
<b>Column F Amount per Unit in EURO</b>	Ensure the amount indicated refers to the unit selected in column E. All amounts should be indicated with maximum two decimals.
<b>Column G Number of Units</b>	Indicate the number of units. Ensure the number of units refers to the unit indicated in column E. Please note that <u>lump sums are not allowed</u> .
<b>Column H Total EURO</b>	The cells in this column contain a not-protected formula. Be careful not to delete it. It is your responsibility to ensure that the total amount per line as stated in this cell is calculated correctly.
<b>Column I Additional Information</b>	You should provide here information related to: <ul style="list-style-type: none"> <li>- equipment's depreciation</li> <li>- subcontracting</li> </ul> You may also provide any other additional information.

Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

**ANNEX IV  
MANDATE<sup>1</sup>**

I, the undersigned,

Dott. Eugenio Ceglie

representing,

Regione Siciliana – Assessorato alla Salute  
Public body  
Piazza Ottavio Ziino, 1, Palermo  
Vat number: 02711070827

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **"SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases, through a multidisciplinary approach"- HOME/2017/ISFB/AG/EMAS/0064** with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

**Ministry of Interior - Italy**

Department of Civil Liberties and Immigration

Piazza del Viminale 1

00184 Rome

Italy

represented by Daniela Parisi, Director, Central Directorate of civil services for immigration and asylum

(hereinafter referred to as "the coordinator")

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

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



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

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

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

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

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

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

SIGNATURE

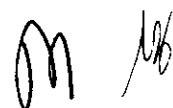
Eugenio Ceglia,

Capo di Gabinetto Vicario

[signature]

Done at Palermo, june, the 19<sup>th</sup> 2018

In duplicate in English

Handwritten signature and initials in black ink, located at the bottom right of the page.

Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

**ANNEX IV  
MANDATE<sup>1</sup>**

I, the undersigned,

Dott. Bruno Zito, Dirigente Generale del Dipartimento Tutela della salute e politiche sanitarie  
Dott. Bruno Zito, General Director of Department of Health Protection and Health Policies

representing,

Dipartimento Tutela della salute e politiche sanitarie, Viale Europa, Cittadella regionale,  
Località Germaneto, 88100 Catanzaro

Department of Health Protection and Health Policies of Calabria region, Viale Europa,  
Cittadella regionale, Località Germaneto, 88100 Catanzaro

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **"SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach"-HOME/2017/ISFB/AG/EMAS/0064** with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

**Ministry of Interior - Italy**

Department of Civil Liberties and Immigration

Piazza del Viminale 1

00184 Rome

Italy

represented by Daniela Parisi, Director, Central Directorate of civil services for immigration and asylum

(hereinafter referred to as "the coordinator")

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

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

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized 'M' or 'B', and the second is a cursive signature.

Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

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

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

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

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

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

#### SIGNATURE

Dott. Bruno Zito, Dirigente Generale del Dipartimento Tutela della salute e politiche sanitarie  
Dott. Bruno Zito, General Director of Department of Health Protection and Health Policies

[signature] Dott. Bruno Zito

Done at [place], [date]

In duplicate in English

Handwritten signature and initials in black ink, located at the bottom right of the page.



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

**ANNEX IV  
MANDATE<sup>1</sup>**

I, the undersigned,

Claudio D'Amario,

representing,

**Ministry of Health – Italy (MINSAL)**  
Directorate General of Health Prevention  
Viale Giorgio Ribotta 5  
00144 Rome  
C.F.: 80242290585,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **"SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach"- HOME/2017/ISFB/AG/EMAS/0064** with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

**Ministry of Interior - Italy**

Department of Civil Liberties and Immigration

Piazza del Viminale 1

00184 Rome

Italy


represented by Daniela Parisi, Director, Central Directorate of civil services for immigration and asylum

(hereinafter referred to as "the coordinator")

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

---

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



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

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

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

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

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

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

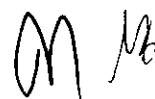
SIGNATURE

Claudio D'Amario – Director General of the Directorate General for Health Prevention

[digital signature]

Done at Rome, June 12, 2018

In duplicate in English

A handwritten signature in black ink, consisting of a stylized 'M' followed by a flourish.

Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

**ANNEX IV  
MANDATE<sup>1</sup>**

I, the undersigned,

SILVANA MORDEGLIA  
representing,

FONDAZIONE NAZIONALE ASSISTENTI SOCIALI  
PERSONA GIURIDICA  
1171/2016  
VIA DEL VIMINALE, 43 -00184 ROMA-  
13545141007

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **"SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach"- HOME/2017/ISFB/AG/EMAS/0064** with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

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**Ministry of Interior - Italy**

Department of Civil Liberties and Immigration

Piazza del Viminale 1

00184 Rome

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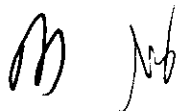
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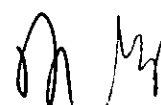
SIGNATURE

SILVANA MORDEGLIA  
PRESIDENTE-RAPPRESENTANTE LEGALE

[signature]

Done at Rome, 06/06/2018

In duplicate in English

A handwritten signature in black ink, consisting of a stylized 'S' followed by a series of loops and a final vertical stroke.

Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

**ANNEX IV  
MANDATE<sup>1</sup>**

I, the undersigned,

Concetta Mirisola

representing,

INMP – Istituto Nazionale per la promozione della salute delle popolazioni Migranti e per il contrasto delle malattie della Povertà

Via di San Gallicano 25a-00153 Roma –IT

VAT 09694011009

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **"SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach"**- HOME/2017/ISFB/AG/EMAS/0064 with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

**Ministry of Interior - Italy**

Department of Civil Liberties and Immigration

Piazza del Viminale 1

00184 Rome

Italy

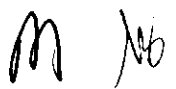
represented by Daniela Parisi, Director, Central Directorate of civil services for immigration and asylum

(hereinafter referred to as "the coordinator")

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

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

SIGNATURE

Concetta Mirisola, INMP Director General

Done at Roma

In duplicate in English

Two handwritten signatures in black ink, one appearing to be 'M' and the other 'MB'.

Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

**ANNEX IV  
MANDATE<sup>1</sup>**

I, the undersigned,

**Dott. Giancarlo Ruscitti**

representing,

**DIPARTIMENTO PROMOZIONE DELLA SALUTE, DEL BENESSERE SOCIALE  
E DELLO SPORT PER TUTTI**

**Public body**

**Via Lungomare Nazario Sauro n.33, Bari (BA)**

**80017210727**

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement "**SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach**"-HOME/2017/ISFB/AG/EMAS/0064 with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

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**Ministry of Interior - Italy**

Department of Civil Liberties and Immigration

Piazza del Viminale 1

00184 Rome

Italy

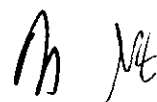
represented by Daniela Parisi, Director, Central Directorate of civil services for immigration and asylum

(hereinafter referred to as "the coordinator")

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

---

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

SIGNATURE

**Dr. Giancarlo Ruscitti,**  
**DIRETTORE DEL DIPARTIMENTO PROMOZIONE DELLA SALUTE, DEL**  
**BENESSERE SOCIALE E DELLO SPORT PER TUTTI**

---

Done at **Bari, 12.06.2018**

In duplicate in English

Two handwritten signatures in black ink, one appearing to be 'FM' and the other 'JG'.



**ANNEX V.1**

**MODEL TECHNICAL PROGRESS REPORT**

**AMIF – Emergency Assistance 2017**

**This technical progress report should be sent in Word format electronically only to the following e-mail address: [HOME-EMERGENCY@ec.europa.eu](mailto:HOME-EMERGENCY@ec.europa.eu) and to the desk officer of the European Commission responsible for the Grant Agreement**  
**This report does not require a signature.**

**Cut-off date of the report:**  
**Project Number: HOME/2017/ISFB/AG/EMAS/0064**  
**Title of the action:**  
**Start and end date of the action:**

1. Please explain how the overall situation has changed (not overall progress, only what has been achieved during the period covered).

--

2. Please explain the progress/challenges/constraints for the action (only for the period covered). Dependent on the number of sub- actions please insert as many tables as required.

<b>Sub-action 1:</b>	
Start /end date:	
Which activities were foreseen (as per GA) and what was implemented by the cut-off date of the report?	
What were the	

Agreement number: HOME/2017/ISFB/AG/EMAS/0064

challenges/constraints?	
-------------------------	--

3. Indicative budget consumption. Dependent on the number of sub- actions please insert as many rows as required.

Eligible cost programmed, as per Annex III of the GA in EUR	Amount committed to date	Amount paid to date

4. Any other comments/communication

--

PA MB

## ANNEX V.2

### FINAL TECHNICAL IMPLEMENTATION REPORT

The **final reporting package** referred to in Article I.4.1 of this Grant Agreement must be submitted both in paper and electronic versions to the address indicated in Art. I.6.2 of the Grant Agreement. Please be reminded that the paper version shall contain a dated and duly signed cost claim.

The reporting period for the final report runs from the starting date of the project until the end date of the project as indicated in Article I.2.2 of the Grant Agreement.

The **electronic version** shall contain as a minimum:

- 1) Final technical implementation report (Word document),
- 2) Budget Form (Excel document),
- 3) Deliverables.

Please note that according to the Grant Agreement (notably Art. 20, 23 and 27) and the Guide for Applicants, the Commission may request supporting documents for project related incurred costs.

#### Instructions for the final reporting package:

##### 1. The **Final technical implementation report**

It must be precise, correctly completed using the existing template; all questions must be answered; it must be duly signed and dated by the Authorised Signatory.

##### 2. The **Detailed Budget Execution Sheet (Sheet 5 of the Budget Form).**

It must contain data on the actual implementation of the project both in terms of expenditure and income. The encoding has to follow the same logic and order as in the Forecast Budget Calculation (Sheet 3 of the Budget Form). Please use the same budget headings, objectives, actions and descriptions. At this stage, it is important to insert the **real incurred costs and the real income**, no estimates, no lump sums, no flat rates (except for the indirect costs)! Pay attention to the rules governing VAT eligibility.

The sheet has also a column for inserting the beneficiary's accounting reference, that can be an exact entry in the accountancy or an analytical reference making it possible to consolidate information, in order to facilitate its analysis. In case of an audit, this reference is part of the audit trail.

Under budget heading I should be included the financial contribution specifically assigned by donors to the financing of the action eligible costs and any income generated by the financed activities. Any other income, including the own contribution from the beneficiaries, should be included under the budget heading K. The pre-financing payments received from the Commission should be included under the budget heading J.

The columns L, M, N, O and P are reserved for the Commission to analyse the beneficiary's statement and to indicate the rejected amounts which are not considered eligible. If

Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

relevant, the Commission inserts an explanation on specific lines. in order to facilitate the beneficiary's understanding of the Commission's position and identifying the amounts retained as ineligible *please do not write or change anything in these columns.*

3. The **Budget and Execution Summary Sheet (Sheet 4 of the Budget Form)**

The amounts are automatically inserted and consolidated by budget heading/item. It shows the final calculation of the amount of the grant and of the final payment or reimbursement. This sheet is write-protected.

4. The **Cost Claim Sheet (Sheet 6 of the Budget Form)**

This sheet is the final payment request to be completed by the co-ordinator. By default, the information introduced in Sheet 1 'ID Form' is copied to this sheet. Similarly, the amount of the final payment (cell I19) is copied from **Sheet 4 Budget & Execution Summary**. Finally, the legal representative of the co-ordinator has to date and sign this **Cost Claim Sheet** and send the original paper copy to the Commission.

5. The **deliverables**

Provide all deliverables produced within the framework of the project, **such as reports, surveys, meeting documents, CD-ROMs/memory sticks, DVDs**, and other deliverables.

6. The **certificate on the action's financial statements and underlying accounts (audit certificate)** – Annex VII of the Grant Agreement

For each beneficiary with eligible direct costs exceeding 100.000 EUR, an audit certificate produced by an approved auditor or (in the case of public bodies) a competent and independent public officer, must be provided.

Below is the final technical implementation report template.

Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

FINAL TECHNICAL IMPLEMENTATION REPORT

<b>Project Number:</b>		
<b>Title:</b>		
<b>Implemented by (coordinator and co-beneficiaries):</b>		
<b>Starting date:</b>		
<b>End date:</b>		
<b>Project website(s) (if applicable)</b>		
<b>Estimated expenditure</b> (Article I.3 of the Grant Agreement)	Total Eligible Costs: EU Grant:	
<b>Expenditure incurred</b>	Total Eligible Costs: EU Grant:	
<b>Executive Summary of the project (max. 4000 characters)</b> <i>Summary presenting:</i> <ul style="list-style-type: none"><li>- main objectives of the project;</li><li>- short description of the project implemented activities;</li><li>- key results of the project;</li><li>- impact on the target groups or other groups affected by the project.</li></ul> <i>This text may be published on the website of the Commission or used for other information and dissemination purposes.</i>		
<b>PART 1 – RESULTS AND IMPACT OF THE PROJECT</b>		
<b>1.1. Present in short the main achievements of your project (min. 200, max. 500 characters)</b>		

M JG

**1.2. Present the main outcomes of the project**

**1.3. How would you assess the project overall (implementation, achievements, problems encountered/solutions implemented, etc.)?**

**1.4. Describe the European dimension and added value of the project**

**1.5. Describe how you implemented your dissemination strategy**

**1.6. Describe how the visibility of EU funding was ensured**

**1.7. Describe the follow up of the project, how the results will be used or further developed**

Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

1.8. Comment on possible synergies/complementarities with other EU funded activities, in particular with regard to activities funded under the AMIF/ISF national programme

1.9. Explain the procurement procedures used (if applicable)

1.10. Describe and explain any substantial deviations from the planned budget

PART 2 – SUB-ACTIONS

I. Description of the work (activities)

Implemented activities

- 
- 
- etc.

Not implemented activities

- 
- 
- etc.


II. Results (output and deliverables)

II.a. Outputs

- 
- 
- etc.

II.b. Deliverables

- 
- 

Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

etc.

I. Description of the work (activities)

Implemented activities

- -
- etc.

Not implemented activities

- -
- etc.

II. Results (output and deliverables)

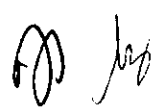
II.a. Outputs

- -
- etc.

II.b. Deliverables

- -
- etc.

Date:	
Name and signature of the Authorised Signatory of the Coordinator:	





**ANNEX VII**

**MODEL TERMS OF REFERENCE FOR THE CERTIFICATE ON THE FINANCIAL STATEMENTS**

**1. OBJECTIVE**

The main purpose of an audit is to provide verification of expenditure and assurance on the eligibility of the costs declared by a beneficiary under a grant agreement. Assurance is related to compliance with the terms and conditions of the grant agreement and its annexes, and should take into account sound financial management and the principles of economy, efficiency and effectiveness.

As specified in article I.4.1 of the Grant Agreement, a certificate on the financial statements and underlying accounts (hereinafter referred to as “**audit certificate**”) should be submitted in accordance with Article II.23.2 of the grant agreement.

This audit certificate shall be produced by an external certified auditor. In case of national governmental organisations and authorities, local governments or other public bodies of the EU Member States the certificate can be produced by a competent and independent public officer or an audit authority approved in the process of verification of national management and control systems for the Solidarity Funds or for AMIF/ISF.

It shall certify that the costs declared in the interim or final financial statement by the beneficiary concerned for the categories of costs reimbursed in accordance with Article I.3(a)(i) are real, accurately recorded and eligible in accordance with the grant agreement. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared.

**2. ESSENTIAL DOCUMENTS**

In addition to the supporting documents needed to perform the audit, the following documents serve as a basis (the list is not exhaustive):

- grant agreement signed between the beneficiary and the Commission and its annexes;
- any amendments made to the grant agreement;
- the call for proposals under which the action was selected for funding (not applicable in case of grants awarded directly to an organisation without a call for proposals), including the guide for applicants;
- the present guidance note.

**3. ELIGIBILITY OF EXPENDITURE**

*General*

The auditor should perform financial checks to ensure that the costs claimed are in line with the terms and conditions of the grant agreement (and its amendments – if applicable) and assess whether:

- the financial contribution from the European Commission was used exclusively for the purposes described in the application for a grant;



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

- expenditure is acceptable and plausible taking into account the context and project activities (is expenditure included in the budget estimate of the project?);
- expenditure has been incurred by the beneficiary during the implementation period of the project as defined in the grant agreement (and its amendments – if applicable);
- expenditure is recorded in the accounts of the beneficiary and is identifiable, verifiable and substantiated by originals of supporting evidence;
- expenditure excludes non-eligible costs as defined in grant agreement (and its amendments – if applicable);
- adequate measures were taken to prevent multiple financing;
- the grant did not generate a profit for the beneficiary;
- the beneficiary's management of the grant complied with the principles of sound financial management, economy and efficiency.

#### *Conformity of expenditure with the budget and analytical review*

The auditor should carry out an analytical review of the expenditure and verify that:

- the list of expenditure presented in the financial statement corresponds to the budget estimate of the project (authenticity and authorisation of the initial budget) and that reported expenditure was foreseen in the budget;
- the total amount of expenditure does not exceed any maxima laid down in the grant agreement;
- any changes to the budget of the action comply with the terms and conditions for such amendments.

#### *Accuracy, recording and classification*

The auditor should verify that the expenditure for a transaction is properly classified under the headings of the financial statements, is accurately and properly recorded in the beneficiary's accounting system, is supported by appropriate evidence and documents and is properly valued (e.g. use of correct exchange rates).

#### *Reality (occurrence / existence)*

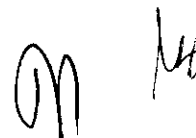
The auditor should:

- obtain sufficient appropriate audit evidence as to whether the expenditure has occurred (reality of the expenditure);
- verify the reality of the expenditure for a transaction or action by examining proof of work done, goods received or services rendered on a timely basis, at agreed quality and prices or costs.

#### **4. TYPES OF EXPENDITURE AND INCOME**

##### *Staff*

The auditor should review direct salary charges to determine whether salary rates are reasonable for the position concerned, are in accordance with relevant rules of the beneficiary's human resources policies (i.e. employment contracts and other conditions), are supported by appropriate payroll records/timesheets and in accordance with the terms and



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

conditions of the grant agreement. The review should also cover salary related components such as overtime, allowances and fringe benefits received by employees. Staff costs including the salary costs of personnel of national administrations are eligible to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the projects concerned were not undertaken.

#### *Travel and subsistence*

The auditor should review travel and subsistence costs to determine whether they are adequately supported and whether subsistence costs are in line with the beneficiary's usual practices (if they exist). The daily subsistence allowance cannot be higher than indicated in the "Applicable rates to the per diems in the framework of EC-funded external aid contracts - 18/03/2015" published on the following website: <https://ec.europa.eu/europeaid/node/96684>.

#### *Equipment*

The auditor should review purchase costs of equipment (new or second-hand) to determine whether they are written off in accordance with the tax and accounting rules applicable to the beneficiary and generally accepted for items of the same kind.

If applicable according to the rules of the guide for applicants or the call for proposals, such costs are eligible for co-financing on the basis of the full or partial cost of the purchase if the equipment will continue to be used for the same objectives pursued by the project, after the project has ended for the minimum duration of:

- three years or more for Information and Communication Technology (ICT) equipment;
- five years or more for other types of equipment such as operating equipment and means of transport.

The auditor should review whether costs for day-to-day administrative equipment (such as PC, printer, laptop, fax, copier, phone, cabling, etc.) are not included under the eligible direct costs, as they should be considered as indirect costs, if not duly justified.

#### *Consumables*

The auditor should review whether the costs of consumables and supplies are identifiable and exclusively used for the purpose of the action. They must be identifiable as such in the accounts of the beneficiary, unless included in the indirect costs.

#### *Other direct costs*

The auditor should review whether costs charged to this heading meet the general criteria for eligible costs. In case the costs relate to work subcontracted to another legal entity, they should comply with the rules concerning the award of contracts necessary for the implementation of the action, as specified in article II.9 of the grant agreement and the guide for applicants.

Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

*Indirect costs*

The auditor should review allocation methods to determine that it complies with the terms and conditions of the grant agreement and that it does not exceed the maximum percentage of the total eligible direct costs, as specified in the grant agreement. Indirect costs, presented as a flat rate should not be subject to ex-post verification.

*Income*

The auditor should review whether income for the project (including grants and funding received from other donors, revenue generated by the beneficiary) has been added to the project funds in accordance with the terms and conditions of the grant agreement, criteria for accuracy, recording, completeness (including proper allocation of income attributable to various activities) and disclosure of income in the financial statements.

**5. FINANCIAL FINDINGS**

Findings relating to ineligible expenditure and to the non-reporting of income should be classified as financial findings as there is a direct financial impact resulting in a recovery or a potential recovery of funds by the Commission. The auditor should report all financial findings that have been identified during the audit no matter whether these findings have a material impact i.e. no matter whether the findings affect his/her opinion.

The following split enables a structured approach to potential recoveries and follow-up with the beneficiary:

- Financial finding (clear-cut): This refers to clear-cut financial findings. For example: the auditor has identified ineligible expenditure because this expenditure does not comply with the criteria of the terms and conditions of the grant agreement, is not project related or not properly documented.
- Financial finding subject to the further consideration of the Commission: This refers to financial findings concerning questioned expenditure (or income) where the auditor is not entirely sure that the financial item concerned involves an ineligible expenditure and further consideration by the Commission is required to determine whether recovery is appropriate.

Compliance with the terms and conditions of the grant agreement is a fundamental aspect of funded projects. It is important for the Commission services to know and understand the causes of the financial findings in order to be able to take appropriate measures where necessary and possible. Such measures may for example involve clarifications or changes in the terms and conditions of the grant agreement. Thus, the auditor should indicate for each financial finding whether it is related to one of the following compliance issues:

Budget lines	Reasons for ineligibility	Amounts (EUR)
[can be relevant for all or most budget headings – include within relevant budget	Costs without supporting documents	
	Insufficient or inadequate supporting documentation	
	No evidence or insufficient evidence of payment	

*Ph* *kt*

Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

line as applicable]	Not identifiable and verifiable in the beneficiary's accounting records		
	Incorrect amount included in financial report		
	Incurred outside agreed project implementation period		
	Not project related (i.e. staff not involved in project or not related to a project activity)		
	Not project specific cost (i.e. cost is real, paid but not reasonably identifiable as specific to the project)		
	Cost not envisaged in the grant agreement (i.e. activity, cost or staff member/role is directly related to project objectives but not specifically approved in the agreement or amendments/ side letters)		
	Value added tax which can be reclaimed		
	Incorrect exchange rate when translating into Euro for reporting purposes		
	Cost not value for money (i.e. cost is substantially in excess of budget or market rate with no reasonable explanation)		
	Other -- [set out finding]		
Staff costs	Not actual salary and statutory employment costs		
	Cost of public servants not eligible per programme guidelines		
Travel and subsistence	No evidence that travel occurred (i.e. no copy of flight or rail tickets / boarding passes, signed attendance list, or hotel and local travel costs)		
	Accommodation and subsistence costs in excess of agreed maximums		
	Travel cost in excess of programme guidelines		
Equipment	Procurement procedure not followed		
	Depreciation charge not in accordance with guidelines		
Consumables and supplies	Procurement procedure not followed		
Other direct costs	Community funding not publicised		
	Procurement procedure not followed		
Indirect costs	Adjustment to overhead cost claim due to above findings		
Total			

Note 1: Financial findings related to ineligible expenditure mostly concern one-off errors (i.e. the error is clearly incidental) of non-compliance with the terms and conditions of the grant agreement. As regards income not declared / not reported this concerns one-off errors where the beneficiary has not declared project related income that should have been reported in accordance with the terms and conditions of the grant agreement.

Note 2: if a financial finding is caused by an intentional irregularity the finding should be categorised as 'ineligible expenditure – irregularities and/or suspected fraud'.

6. FORM AND LANGUAGE OF THE REPORT

The audit report should be prepared in English and follow the structure provided in the template forming an inherent part of Annex VI.

AM Nb

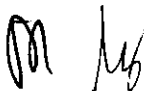
Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

MODEL FOR A CERTIFICATE ON THE FINANCIAL STATEMENTS AND UNDERLYING ACCOUNTS (“AUDIT CERTIFICATE”)

Year/Grant agreement No.	
Full name of the grant beneficiary concerned	

[legal name of the audit company], established in [full address/city/country] represented for signature of this audit certificate by [name and function of an authorised representative], hereby certify that:

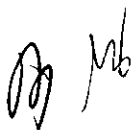
- We have conducted an audit relating to the costs declared in the Financial Statements of the Final Report of [name of beneficiary], hereinafter referred to as beneficiary, to which this audit certificate is attached;
- We have undertaken this audit in accordance with the following International Standards / Codes of Ethics:  
.....  
.....
- This audit was performed following the below-mentioned procedure (e.g. date, number of days, persons involved, number of documents sampled, etc.):  
.....  
.....
- This audit took into account the following sources of information:  
.....  
.....
- The total expenditure which is the subject of this expenditure verification amounts to €<xxxxxx>. The Expenditure Coverage Ratio is <xx%>. This ratio represents the total amount of expenditure verified by us, expressed as a percentage of the total expenditure which is the subject of this expenditure verification. The latter amount is equal to the total amount of expenditure reported in the financial statements.
- In the course of our audit, we have made the following financial findings [Describe factual findings and specify errors and exceptions. If there are no factual findings, this should be explicitly stated.]:  
.....  
.....
- We confirm that our audit was carried out in accordance with the above-mentioned auditing standards respecting ethical rules and on the basis of the relevant provisions of the above referred grant agreement and its annexes. The above mentioned financial statements were examined and all tests of the supporting documentation and accounting records deemed necessary were carried out in order to obtain reasonable assurance that, in our opinion, based on our audit:



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

<input type="checkbox"/>	All the costs are eligible and directly connected with the subject of the agreement as provided for in the estimated budget annexed to it; <i>Observations:</i> .....	
<input type="checkbox"/>	They are generated during the period of eligibility for European Union funding, specified in the grant agreement; <i>Observations:</i> .....	
<input type="checkbox"/>	They are reasonable, justified and comply with the principles of sound financial management, in particular, in terms of value for money and cost-effectiveness; <i>Observations:</i> .....	
<input type="checkbox"/>	They are actually incurred by the beneficiary (and project partners in case of multi-beneficiary agreement) and recorded in its accounts in accordance with generally accepted accounting principles; <i>Observations:</i> .....	
<input type="checkbox"/>	They are declared in accordance with the requirements of the applicable tax and social legislation; <i>Observations:</i> .....	
<input type="checkbox"/>	They are identifiable and verifiable and are backed up by original supporting documents; <i>Observations:</i> .....	
<input type="checkbox"/>	They are declared in accordance with the rules governing the eligibility of VAT; <i>Observations:</i> .....	
<input type="checkbox"/>	Travel and subsistence costs are in line with the beneficiary's usual practices on travel costs or are based on actual costs incurred; in either case subsistence costs do not exceed the scales approved annually by the European Union; <i>Observations:</i> .....	
<input type="checkbox"/>	The purchase of equipment and/or services is performed in accordance with the tendering, tax and accounting rules applicable to the beneficiary. The rules related to depreciation, applicable for equipment purchased using the European Union funding, are observed; <i>Observations:</i> .....	
<input type="checkbox"/>	Euro exchange rates, as specified in the grant agreement, were applied; <i>Observations:</i> .....	
<input type="checkbox"/>	The grant provided to the beneficiary did not generate profit; <i>Observations:</i> .....	
	Any other observations/comments:.....	

Signature of the auditor







## ANNEX X

### SPECIFIC CONDITIONS RELATED TO VISIBILITY

#### 1. Information requirements for any communication or publication

Where the beneficiary is involved in visibility activities, he shall inform the public, press and media of the action (internet included), which must, in conformity with Article II.7.1 of the Grant Agreement, visibly indicate the mention:

**"Co-funded by the Asylum, Migration and Integration Fund of the European Union"**

The following graphic logos shall be used:

In colour:



**"Co-funded by Asylum, Migration and Integration Fund of the European Union"**

Monochrome:



**"Co-funded by Asylum, Migration and Integration Fund of the European Union"**

The logo must always be followed by the text indicated above. Logos without the wording mentioned above are strictly forbidden.

#### 2. Publications

Where the action or part of the action is a publication, the following mention must also be indicated:

***"This project has been funded with support from the European Commission. This publication [communication] reflects the views only of the author, and the European Commission cannot be held responsible for any use which may be made of the information contained therein"***

which together with the graphic logos shall appear on the cover or the first pages following the editor's mention.

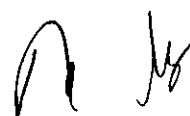
Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

### **3. Use of signs and posters**

If the action includes events for the public, signs and posters related to this action shall be displayed. This shall include the logos and texts mentioned under paragraph 1. Authorisation to use the logos implies no right of exclusive use and is limited to this agreement. As the action is co-financed, the importance given to the above-mentioned publicity must be in proportion with the level of Union financing.

For more details please refer to the guidelines to the use of the EU emblem in the context of EU programmes published on DG HOME website:

([http://ec.europa.eu/dgs/communication/services/visual\\_identity/pdf/use-emblem\\_en.pdf](http://ec.europa.eu/dgs/communication/services/visual_identity/pdf/use-emblem_en.pdf)).



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

**ANNEX IV  
MANDATE<sup>1</sup>**

I, the undersigned,

Claudio D'Amario,

representing,

**Ministry of Health – Italy (MINSAL)**  
Directorate General of Health Prevention  
Viale Giorgio Ribotta 5  
00144 Rome  
C.F.: 80242290585,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **"SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach"- HOME/2017/ISFB/AG/EMAS/0064** with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

**Ministry of Interior - Italy**

Department of Civil Liberties and Immigration

Piazza del Viminale 1

00184 Rome

Italy

represented by Daniela Parisi, Director, Central Directorate of civil services for immigration and asylum

(hereinafter referred to as "the coordinator")

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

\_\_\_\_\_



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

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

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

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

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

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

SIGNATURE

Claudio D'Amario – Director General of the Directorate General for Health Prevention

[digital signature]

Done at Rome, June 12, 2018

In duplicate in English

Firmato digitalmente da

**CLAUDIO  
D'AMARIO**  
C = IT

Data e ora della  
firma: 20/07/2018  
10:42:49



# Rapporto di verifica



 CLAUDIO D'AMARIO	ArubaPEC S.p.A. NG CA 3	2	
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Nome file: **4\_Multi\_Annex IV\_Mandate 64 Ministero Salute.pdf.p7m**  
Data di verifica: **20/07/2018 alle 12:47:52**





CLAUDIO D'AMARIO

- ✓ **La firma è integra**  
La firma è in formato CADES-BES  
La firma risulta generata con algoritmo SHA256
- ✓ **La firma rispetta la Deliberazione CNIPA 45/2009**
- ✓ **Il certificato è attendibile**
- ✓ **Il certificato ha validità legale**  
Il certificato è conforme al Regolamento (UE) 910/2014  
Il certificato è conservato dalla CA per almeno 20 anni.  
La chiave privata associata al certificato è memorizzata in un dispositivo sicuro conforme al Regolamento (UE) 910/2014
- ✓ **Verifica OCSP: Il certificato non risulta revocato**  
Verifica online effettuata in data 20/07/2018 alle 12:00:35

Dettagli certificato

- Nome e Cognome del soggetto: **D'AMARIO CLAUDIO**
  - Codice Fiscale / Partita IVA: **TINIT-DMRCLD58L26D763H**
  - Titolo: **Non disponibile**
  - Organizzazione: **Non disponibile**
  - Nazione: **IT**
  - Numero di serie: **4b7e0ab17f3bdeaa2a9515ec42a9cec3**
  - Rilasciato da: **ArubaPEC S.p.A. NG CA 3**
  - Usi del certificato: **Non repudiation (40)**
  - Scopi del certificato: **1.3.6.1.4.1.29741.1.1.1**
  - Validità: dal **13/03/2018 alle 01:00:00** al **13/03/2021 alle 00:59:59**
  - Stato di revoca: **Il certificato NON risulta revocato**
- (Per i dettagli sul certificato dell'autorità emittente fare riferimento a [A.1.1])



# Appendice A.

## A.1 Certificati delle autorità radice (CA)

### A.1.1 ArubaPEC S.p.A. NG CA 3

- Nome e Cognome del soggetto: **ArubaPEC S.p.A. NG CA 3**
- Nazione: **IT**
- Numero di serie: **6cad805e30383cc586f31fab2f6e95f7**
- Rilasciato da: **ArubaPEC S.p.A. NG CA 3**
- Usi del certificato: **CRL signature,Key certificate signature (6)**
- Scopi del certificato: **1.3.6.1.4.1.29741.1.1**
- Validità: dal **22/10/2010 alle 02:00:00** al **23/10/2030 alle 01:59:59**



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

**ANNEX IV**  
**MANDATE<sup>1</sup>**

I, the undersigned,

Concetta Mirisola

representing,

INMP – Istituto Nazionale per la promozione della salute delle popolazioni Migranti e per il contrasto delle malattie della Povertà  
Via di San Gallicano 25a-00153 Roma –IT  
VAT 09694011009

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **"SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach"- HOME/2017/ISFB/AG/EMAS/0064** with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

**Ministry of Interior - Italy**

Department of Civil Liberties and Immigration

Piazza del Viminale 1

00184 Rome

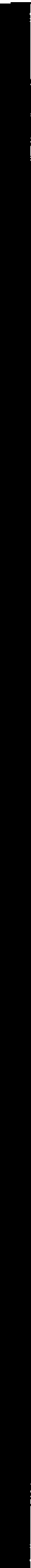
Italy

represented by Daniela Parisi, Director, Central Directorate of civil services for immigration and asylum

(hereinafter referred to as "the coordinator")

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

\_\_\_\_\_



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

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

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

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

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

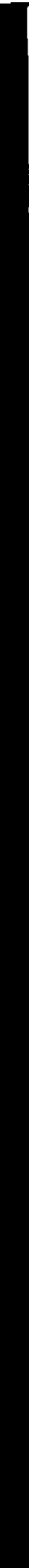
This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

Concetta Mirisola, INMP Director General

Done at Roma

In duplicate in English



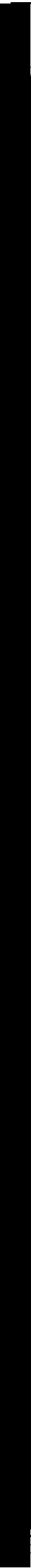


# Rapporto di verifica

Nome file Livello1: **4\_Multi\_AnnexIV\_Mandate 64-INMP.pdf.p7m**  
Data di verifica: **19/07/2018 17:38:16**



 CONCETTA MIRISOLA	ArubaPEC S.p.A. NG CA 3	2	
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CONCETTA MIRISOLA

- ✔ La Firma è Integra
- La Firma è in formato Busta Cades
- ✔ Il certificato è attendibile
- ✔ Il certificato ha validità legale
- Il certificato è conforme alla direttiva europea 1999/93/EC.
- Il certificato è conservato dalla CA per almeno 20 anni.
- La chiave privata associata al certificato è memorizzata in un dispositivo sicuro conforme alla direttiva europea 1999/93/EC.
- ✔ Il certificato non risulta revocato
- Verifica on line effettuata in data 19/07/2018 15:38:16 UTC

**Dettagli certificato**  
Nome e Cognome del soggetto : **CONCETTA MIRISOLA**  
Codice Fiscale / Partita IVA : : **IT:MRSCCT59H42H792D**  
Titolo : **DIRETTORE GENERALE**  
Organizzazione : **I.N.M.P./09694011009**  
Nazione : **IT**  
Numero di serie : **439bc9f8c8c5304377e365b268a68f6f**  
Scopi del certificato : **1.3.6.1.4.1.29741.1.1.1**  
Validità : dal **15/05/2017 00:00:00 UTC** al **14/05/2020 23:59:59 UTC**



**Appendice A.**

**A.1 Certificati delle autorità radice (CA)**

**A.1.1 ArubaPEC S.p.A. NG CA 3**

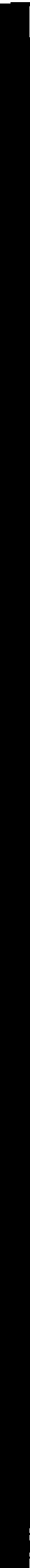
Nome e Cognome del soggetto : **ArubaPEC S.p.A. NG CA 3**

Nazione : **IT**

Numero di serie : **6cad805e30383cc586f31fab2f6e95f7**

Scopi del certificato : **1.3.6.1.4.1.29741.1.1**

Validità : dal **22/10/2010 00:00:00 UTC** al **22/10/2030 23:59:59 UTC**



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

## ANNEX IV MANDATE<sup>1</sup>

I, the undersigned,

[REDACTED]

representing,

[REDACTED]

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **"SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach"- HOME/2017/ISFB/AG/EMAS/0064** with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

### 1. Mandate

#### **Ministry of Interior - Italy**

Department of Civil Liberties and Immigration

Piazza del Viminale 1

00184 Rome

Italy

represented by Daniela Parisi, Director, Central Directorate of civil services for immigration and asylum

(hereinafter referred to as "the coordinator")

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

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

\_\_\_\_\_  
[REDACTED]





Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

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

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

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

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

SIGNATURE

[REDACTED]

PRESIDENTE-RAPPRESENTANTE LEGALE

[signature]

Done at [REDACTED]

In duplicate in English

2

# Rapporto di verifica

Nome file Livello1: **4\_Multi\_Annex IV\_Mandate 64-FNAS.docx.p7m**  
Data di verifica: **19/07/2018 18:03:06**

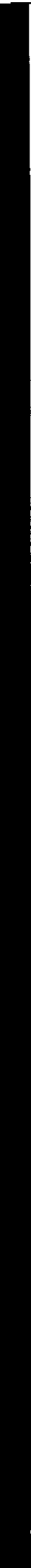


SILVANA MORDEGLIA


ArubaPEC S.p.A. NG CA 3

2







SILVANA MORDEGLIA

- 

La Firma è Integra


La Firma è in formato Busta Cades
- 

Il certificato è attendibile
- 

Il certificato ha validità legale

Il certificato è conforme alla direttiva europea 1999/93/EC.

Il certificato è conservato dalla CA per almeno 20 anni.

La chiave privata associata al certificato è memorizzata in un dispositivo sicuro conforma alla direttiva europea 1999/93/EC.
- 

Il certificato non risulta revocato

Verifica on line effettuata in data 19/07/2018 16:03:06 UTC

**Dettagli certificato**  
Nome e Cognome del soggetto : **SILVANA MORDEGLIA**  
Codice Fiscale / Partita IVA : : **IT:MRDSVN61R57I480Z**  
Titolo : **Non disponibile**  
Organizzazione : **non presente**  
Nazione : **IT**  
Numero di serie : **4f7cac367217150bd6c5fc7772c7c4a6**  
Scopi del certificato : **1.3.6.1.4.1.29741.1.1.1**  
Validità : dal **23/06/2017 00:00:00 UTC** al **22/06/2020 23:59:59 UTC**



**Appendice A.**

**A.1 Certificati delle autorità radice (CA)**

**A.1.1 ArubaPEC S.p.A. NG CA 3**

Nome e Cognome del soggetto : **ArubaPEC S.p.A. NG CA 3**

Nazione : **IT**

Numero di serie : **6cad805e30383cc586f31fab2f6e95f7**

Scopi del certificato : **1.3.6.1.4.1.29741.1.1**

Validità : dal **22/10/2010 00:00:00 UTC** al **22/10/2030 23:59:59 UTC**





Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

**ANNEX IV  
MANDATE<sup>1</sup>**

I, the undersigned,

Dott. Bruno Zito, Dirigente Generale del Dipartimento Tutela della salute e politiche sanitarie  
Dott. Bruno Zito, General Director of Department of Health Protection and Health Policies

representing,

Dipartimento Tutela della salute e politiche sanitarie, Viale Europa, Cittadella regionale,  
Località Germaneto, 88100 Catanzaro

Department of Health Protection and Health Policies of Calabria region, Viale Europa,  
Cittadella regionale, Località Germaneto, 88100 Catanzaro

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **"SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach"-HOME/2017/ISFB/AG/EMAS/0064** with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

**Ministry of Interior - Italy**

Department of Civil Liberties and Immigration

Piazza del Viminale 1

00184 Rome

Italy

represented by Daniela Parisi, Director, Central Directorate of civil services for immigration and asylum

(hereinafter referred to as "the coordinator")

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

\_\_\_\_\_



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

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

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

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

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

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

#### SIGNATURE

Dott. Bruno Zito, Dirigente Generale del Dipartimento Tutela della salute e politiche sanitarie  
Dott. Bruno Zito, General Director of Department of Health Protection and Health Policies

[signature] Dott. Bruno Zito

Done at [REDACTED]

In duplicate in English



# Rapporto di verifica

Nome file Livello1: **4\_Multi\_AnnexIV\_Mandate64Calabria.pdf.p7m**  
Data di verifica: **19/07/2018 17:57:19**



Bruno Zito

ArubaPEC S.p.A. NG CA 3

2





Bruno Zito

- ✓

La Firma è Integra

La Firma è in formato Busta Cades
- ✓

Il certificato è attendibile
- ✓

Il certificato ha validità legale

Il certificato è conforme alla direttiva europea 1999/93/EC.

Il certificato è conservato dalla CA per almeno 20 anni.

La chiave privata associata al certificato è memorizzata in un dispositivo sicuro conforma alla direttiva europea 1999/93/EC.
- ✓

Il certificato non risulta revocato

Verifica on line effettuata in data 19/07/2018 15:57:19 UTC

Dettagli certificato

Nome e Cognome del soggetto : Bruno Zito  
Codice Fiscale / Partita IVA : : IT:ZTIBRN64M30C352N  
Titolo : Dirigente Generale  
Organizzazione : Regione Calabria/02205340793  
Nazione : IT  
Numero di serie : 7d705ec40c2eb9e9de16c848fa3847a9  
Scopi del certificato : 1.3.6.1.4.1.29741.1.1.14  
Validità : dal 15/06/2017 00:00:00 UTC al 14/06/2020 23:59:59 UTC





**Appendice A.**

**A.1 Certificati delle autorità radice (CA)**

**A.1.1 ArubaPEC S.p.A. NG CA 3**

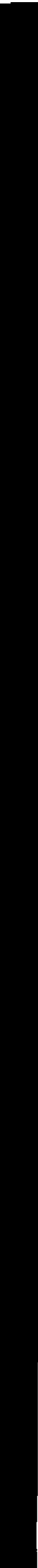
Nome e Cognome del soggetto : **ArubaPEC S.p.A. NG CA 3**

Nazione : **IT**

Numero di serie : **6cad805e30383cc586f31fab2f6e95f7**

Scopi del certificato : **1.3.6.1.4.1.29741.1.1**

Validità : dal **22/10/2010 00:00:00 UTC** al **22/10/2030 23:59:59 UTC**



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

**ANNEX IV  
MANDATE<sup>1</sup>**

I, the undersigned,

Dott. Eugenio Ceglia

representing,

Regione Siciliana – Assessorato alla Salute  
Public body  
Piazza Ottavio Ziino, 1, Palermo  
Vat number: 02711070827

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **"SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach"-HOME/2017/ISFB/AG/EMAS/0064** with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

**Ministry of Interior - Italy**

Department of Civil Liberties and Immigration

Piazza del Viminale 1

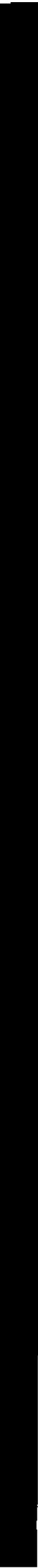
00184 Rome

Italy

represented by Daniela Parisi, Director, Central Directorate of civil services for immigration and asylum

(hereinafter referred to as "the coordinator")

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



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

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

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

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

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

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

SIGNATURE

Eugenio Ceglia,

Capo di Gabinetto Vicario

[signature]

Done at Palermo, july, the 20<sup>th</sup> 2018

In duplicate in English



# Rapporto di verifica

Nome file Livello1: **Progetto Mininterno Sicilia.pdf.p7m**  
Data di verifica: **20/07/2018 14:09:08**



EUGENIO CEGLIA

Actalis Qualified Certificates CA G1

2







EUGENIO CEGLIA

- ✓

La Firma è Integra

La Firma è in formato Busta Cades
- ✓

Il certificato è attendibile
- ✓

Il certificato ha validità legale

Il certificato è conforme alla direttiva europea 1999/93/EC.

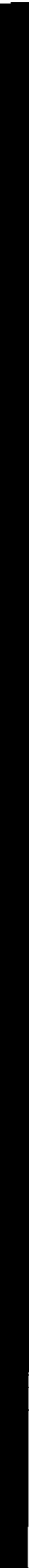
Il certificato è conservato dalla CA per almeno 20 anni.

La chiave privata associata al certificato è memorizzata in un dispositivo sicuro conforma alla direttiva europea 1999/93/EC.
- ✓

Il certificato non risulta revocato

Verifica on line effettuata in data 20/07/2018 12:09:08 UTC

**Dettagli certificato**  
Nome e Cognome del soggetto : **EUGENIO CEGLIA**  
Codice Fiscale / Partita IVA : : **TINIT-CGLGNE69D26F205M**  
Titolo : **DIRIGENTE ESTERNO**  
Organizzazione : **REGIONE SICILIANA**  
Nazione : **IT**  
Numero di serie : **642721cecbc4f790**  
Scopi del certificato : **1.3.159.1.1.1**  
Validità : dal **09/04/2018 07:38:58 UTC** al **09/04/2020 07:37:58 UTC**



Appendice A.

A.1 Certificati delle autorità radice (CA)

A.1.1 Actalis Qualified Certificates CA G1

Nome e Cognome del soggetto : **Actalis Qualified Certificates CA G1**

Nazione : **IT**

Numero di serie : **1faebbad26bd7e7a**

Scopi del certificato : **1.3.159.1.1.1**

Validità : dal **16/08/2010 10:23:11 UTC** al **16/08/2022 10:23:11 UTC**



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

**ANNEX IV  
MANDATE<sup>1</sup>**

I, the undersigned,

**Dott. Giancarlo Ruscitti**

representing,

**DIPARTIMENTO PROMOZIONE DELLA SALUTE, DEL BENESSERE SOCIALE E  
DELLO SPORT PER TUTTI**

**Public body**

**Via Lungomare Nazario Sauro n.33, Bari (BA)**

**80017210727**

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **"SAVE – Support Actions for Vulnerability emergence: Interventions in hotspots for identifying vulnerable migrants and for age assessment of minors in dubious cases through a multidisciplinary approach"-HOME/2017/ISFB/AG/EMAS/0064** with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

**Ministry of Interior - Italy**

Department of Civil Liberties and Immigration

Piazza del Viminale 1

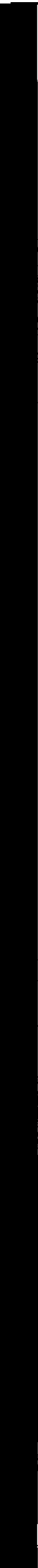
00184 Rome

Italy

represented by Daniela Parisi, Director, Central Directorate of civil services for immigration and asylum

(hereinafter referred to as "the coordinator")

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



Agreement number: Agreement number: HOME/2017/ISFB/AG/EMAS/0064

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

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

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

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

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

SIGNATURE

**Dr. Giancarlo Ruscitti,**  
**DIRETTORE DEL DIPARTIMENTO PROMOZIONE DELLA SALUTE, DEL**  
**BENESSERE SOCIALE E DELLO SPORT PER TUTTI**

---

Done at **Bari**, **12.06.2018**

In duplicate in English





# Rapporto di verifica

Nome file Livello1: **4\_Multi\_Annex IV\_Mandate 64-Puglia.docx.p7m**  
Data di verifica: **19/07/2018 18:01:45**

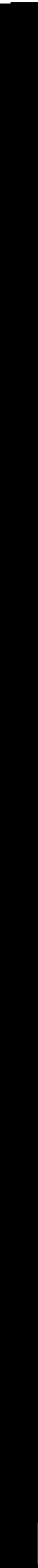


GIANCARLO RUSCITI

InfoCert Firma Qualificata 2

2





GIANCARLO RUSCITTI

- ✓

La Firma è Integra

La Firma è in formato Busta Cades
- ✓

Il certificato è attendibile
- ✓

Il certificato ha validità legale

Il certificato è conforme alla direttiva europea 1999/93/EC.

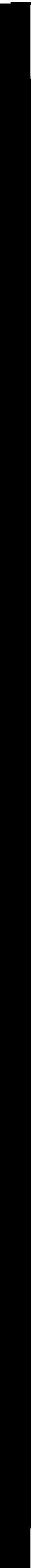
Il certificato è conservato dalla CA per almeno 20 anni.

La chiave privata associata al certificato è memorizzata in un dispositivo sicuro conforma alla direttiva europea 1999/93/EC.
- ✓

Il certificato non risulta revocato

Verifica on line effettuata in data 19/07/2018 16:01:45 UTC

**Dettagli certificato**  
Nome e Cognome del soggetto : **GIANCARLO RUSCITTI**  
Codice Fiscale / Partita IVA : : **IT:RSCGCR58E21H501H**  
Titolo : **Non disponibile**  
Organizzazione : **REGIONE PUGLIA/80017210727**  
Nazione : **IT**  
Numero di serie : **452562**  
Scopi del certificato : **1.3.76.36.1.1.1**  
Validità : dal **16/06/2017 11:31:20 UTC** al **16/06/2020 00:00:00 UTC**



**Appendice A.**

**A.1 Certificati delle autorità radice (CA)**

**A.1.1 InfoCert Firma Qualificata 2**

Nome e Cognome del soggetto : **InfoCert Firma Qualificata 2**

Nazione : **IT**

Numero di serie : **1**

Scopi del certificato : **2.5.29.32.0**

Validità : dal **19/04/2013 14:26:15 UTC** al **19/04/2029 15:26:15 UTC**