

**DETERMINAZIONE n. 113 del 12 OTT. 2015****INPS - UFF. OO.CC. - Pervenuto il 12 OTT. 2015**

OGGETTO: Partecipazione dell'Istituto alla *Call for Proposals* della Commissione Europea-DG *Employment, Social Affairs and Inclusion* VP/2014/006 denominata "*Support for social protection reforms*". Approvazione del *Grant Agreement* n. VS/2015/0246 relativo all'azione progettuale intitolata "*Policies for an Aged Workforce in EU - PAWEU*".

IL PRESIDENTE

- Visto il D.P.R. 30 aprile 1970, n. 639;
- Vista la Legge 9 marzo 1989, n. 88;
- Visto il D.Lgs. 30 giugno 1994, n. 479;
- Visto il D.P.R. 24 settembre 1997, n. 366;
- Visto l'art. 7, comma 8, del D.L. 31 maggio 2010 n. 78, convertito dalla legge 30 luglio 2010, n. 122, in forza del quale le competenze attribuite al Consiglio di Amministrazione dell'Istituto Nazionale della Previdenza Sociale sono state devolute al Presidente dell'Ente, che le esercita con proprie determinazioni;
- Visto il D.P.R. 16 febbraio 2015 con il quale il Prof. Tito Michele Boeri è stato nominato, per la durata di un quadriennio a decorrere dalla data del decreto medesimo, Presidente dell'Istituto Nazionale della Previdenza Sociale;
- Considerato che l'INPS ha partecipato alla *Call for Proposals* VP/2014/006- "*Support for social protection reforms*" della Commissione Europea, presentando una proposta progettuale intitolata "*Policies for an Aged Workforce in EU - PAWEU*" (VP/2014/006/0073);
- Considerato che il progetto PAWEU ha l'obiettivo di confrontare e valutare la capacità, delle politiche nazionali dei sistemi di welfare dei Paesi dell'Unione, di garantire la protezione dei lavoratori più anziani dai rischi di disoccupazione ed esclusione sociale, come meglio illustrato nell'allegato "*Description of the action*";
- Considerato che la suddetta proposta, ritenuta di particolare interesse per le finalità istituzionali dell'INPS, è stata ritenuta idonea e selezionata per il co-finanziamento dalla Commissione stessa (nota EU-DG *Employment, Social Affairs and Inclusion*, prot. ARES 13.05.2015, n. 2032545);
- Rilevato che sono attori e beneficiari del progetto l'INPS (Coordinatore del progetto), la Fondazione "Giacomo Brodolini" (Italia), l'*Observatoire Social European ASBL* (Belgio) e la Romania, rappresentata dalla *Social Assistance General Directorate* (DG del Ministero del Lavoro - MoLFSPE);

- Vista la proposta di contratto (*Agreement n. VS/2015/0246* e relativi *Annexes*) trasmessa via mail dalla Commissione Europea-DG *Employment, Social Affairs and Inclusion* in data 7 settembre 2015, relativa alla concessione del finanziamento per l'azione progettuale di cui sopra e alla regolamentazione dell'attività dei beneficiari;
- Tenuto conto che il contratto (*Agreement*) proposto prevede una durata totale di 18 mesi e costi eleggibili totali stimati per euro 236.276,44, dei quali euro 188.996,44 rimborsati dalla Commissione europea (79,99% dei costi eleggibili totali);
- Ritenuto opportuno, pertanto, procedere all'approvazione della suddetta proposta contrattuale (*Agreement n. VS/2015/0246*);
- Vista la relazione predisposta sull'argomento dalla Direzione generale;
- Su proposta del Direttore generale

DETERMINA:

- di approvare il testo della proposta di contratto denominata "GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES. AGREEMENT NUMBER- VS/2015/0246" che sarà sottoscritto tra la Commissione Europea e l'INPS (Coordinatore) per il finanziamento e la regolamentazione dell'azione progettuale intitolata "*Policies for an Aged Workforce in EU - PAWEU*", secondo lo schema allegato che costituisce parte integrante della presente determinazione;
- di dare mandato al Direttore generale di adottare tutti gli atti necessari per la completa realizzazione della predetta azione progettuale, compresa la proposta di istituzione - in sede di predisposizione del bilancio di assestamento per il 2015 - dei capitoli di entrata e di spesa per rilevare il contributo dell'Unione Europea al finanziamento del progetto "*Policies for an Aged Workforce in EU- PAWEU*", le rimesse dell'Unione Europea ed il versamento delle stesse agli enti partecipanti nonché le spese sostenute a vario titolo per la realizzazione delle attività previste nel Progetto.

IL PRESIDENTE

Prof. Tito Michele BOERI

Ufficio di Segreteria
degli Organi Collegiali
Per copia conforme all'originale
il Direttore



EUROPEAN COMMISSION
DG Employment, Social Affairs and Inclusion

Europe 2020: Social Policies
Social Protection and Activation Systems

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

AGREEMENT NUMBER – VS/2015/0246

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 Ralf JACOB, Head of Unit, Social Protection and Activation Systems,

of the one part,

and

1. **ISTITUTO NAZIONALE DELLA PREVIDENZASOCIALE (INPS)**
CF80078750587
VIA CIRO IL GRANDE 21, 00144 ROMA RM, ITALY
IT02121151001,

hereinafter referred to as “the coordinator”, represented for the purposes of signature of this Agreement by Mr Tito BOERI, President

and the following other beneficiaries:

2. FONDAZIONE GIACOMO BRODOLINI (Italy)
3. OBSERVATOIRE SOCIAL EUROPEEN ASBL (Belgium)
4. Romania, represented by SOCIAL ASSISTANCE GENERAL DIRECTORATE (which is a DG within MoLFSPE)

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

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

of 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: 19 pages
- Annex II General Conditions (hereinafter referred to as “the General Conditions”):
34 pages
- Annex III Estimated budget of the action: 12 pages
- Annex IV Mandate(s) provided to the coordinator by the other beneficiary(ies)
- Annex V Model technical report: 9 pages
- Annex VI Model financial statement: not applicable
- Annex VII Model terms of reference for the certificate on the financial statements: 7 pages
- Annex VIII Model terms of reference for the operational verification report: not applicable
- Annex IX Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable

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

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

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

SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled **Policies for an Aged Workforce in EU – PAWEU** (“the action”) as described in Annex I.

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

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

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

I.2.2 The action shall run for **18 months** as of 1 September 2015 (“the starting date”). The above period shall be determined on the basis of calendar days.

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

The grant shall be of a **maximum amount of EUR 188 996.44** and shall take the form of:

- (a) The reimbursement of 79.99% of the eligible costs of the action (“reimbursement of eligible costs”), which are estimated at EUR 236 276.44 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 7% of the eligible direct costs (“reimbursement of flat-rate costs”) for the indirect costs for the beneficiaries
 - (v) reimbursement of costs declared on the basis of the beneficiary’s usual cost accounting practices: not applicable
- (b) Unit contribution: not applicable
- (c) Lump sum contribution: not applicable
- (d) Flat-rate contribution: not applicable

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

I.4.1 Reporting periods, payments

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

- Upon entry into force of the Agreement, a pre-financing payment of 30% of the maximum amount specified in Article I.3 shall be paid to the coordinator;
- A second pre-financing payment of 40% of the maximum amount specified in Article I.3 shall be paid to the coordinator, subject to having used at least 70% of the previous pre-financing instalment paid;
- Sole reporting period from the starting date to the end of the period set out in Article I.2.2: The balance shall be paid to the coordinator.

I.4.2 Time limit for payments

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

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

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

ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

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

Name of bank: BANCA DI CREDITO COOPERATIVO DI ROMA
Address of branch: 21, V.CIRO IL GRANDE, ROMA, ITALY
Precise denomination of the account holder: ISTITUTO NAZIONALE DELLA
PREVIDENZA SOCIALE
IBAN code: IT73K0832703210000000000050

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 DG Employment, Social Affairs and Inclusion.

I.6.2 Communication details of the Commission

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

European Commission
DG Employment, Social Affairs and Inclusion
Unit EMPL.D.3
B-1049 Brussels, Belgium
E-mail address: empl-vp-2014-006@ec.europa.eu

I.6.3 Communication details of the beneficiaries

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

Mr Tito BOERI
President
ISTITUTO NAZIONALE DELLA PREVIDENZASOCIALE
VIA CIRO IL GRANDE 21
00144 ROMA RM
ITALY
E-mail address: inps.presidenza@inps.it

ARTICLE I.7 – ENTITIES AFFILIATED TO THE BENEFICIARIES

Not applicable.

ARTICLE I.8 – OBLIGATION TO CONCLUDE AN INTERNAL CO-OPERATION AGREEMENT

The beneficiaries shall conclude an internal cooperation agreement regarding their operation and co-ordination, including all internal aspects related to the management of the beneficiaries and the implementation of the action.

ARTICLE I.9 – SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES AND FINANCIAL PENALTIES

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

Point (c) of Article II.26.3 shall not apply.

ARTICLE I.10 – SPECIAL PROVISIONS ON BUDGET TRANSFERS

By way of derogation from the first subparagraph of Article II.22, budget transfers between budget categories are limited to 10% of the amount of each budget category for which the transfer is intended.

ARTICLE I.11 – SETTLEMENT OF DISPUTES WITH NON EU BENEFICIARIES

Not applicable.

ARTICLE I.12 – BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS

Not applicable.

ARTICLE I.13 – OTHER SPECIAL CONDITIONS

Not applicable.

SIGNATURES

For the coordinator,
Mr Tito BOERI

For the Commission,
Ralf JACOB

.....

.....

Done at

Done at Brussels

on *(date)*

on *(date of C.A.D. stamp)*

In duplicate in English.

DESCRIPTION OF THE ACTION

Policies for an Aged Workforce in EU PAWEU

1. The main objectives of the action

Following an EU countries comparative perspective, the purpose of the *Policies for an Aged Workforce in EU* project is to compare and assess the capacity of welfare systems and national policies of EU countries to protect older workers against unemployment risks or social exclusion risks, considering that these risks have been highly increased by the current recession phase and, in some countries (e.g. Italy), by the steep increase of the retirement age introduced in the context of austerity measures.

Individuals aged 50-69 are then identified as the target group of the project.

Focusing on this group of individuals, and following various methodologies, the project aims at:

- i) reviewing, across countries, the features of national policies and welfare systems that could affect older workers employability and their wellbeing;
- ii) identifying, across countries, the characteristics of the individuals more exposed at unemployment or social exclusion risks when they get old or, on the contrary, more able to extend their working life.

In other terms, the PAWEU project aims at assessing the challenges for EU countries coming from an aged workforce - and, often, the retirement age increase - and the policies that could help at coping with these challenges. While the retirement age increase is a promising strategy to improve old age protection (through longer periods of contribution) and safeguard the public pensions financial sustainability, it represents a challenge in that the increase of the formal retirement age does not automatically translate into the increase of the effective retirement age¹.

The policies will be assessed on both efficiency and equity grounds: i.e., on the efficiency side, assessing their capacity to foster older workers workability, also encouraging good practices by firms and reducing the burden for public finances (i.e. taking under control public spending on pensions, unemployment benefits and social assistance); on the equity side, assessing whether the policies (and also the firms' practices) are able to cope with the heterogeneous needs, risks and characteristics of the 50-69 years old individuals without negatively affecting their wellbeing (e.g. without forcing bad health individuals to continue to work or leaving aside those individuals that, also due to low skills or specific family responsibilities, could meet severe difficulties for being reemployed or postponing their retirement).

¹ On these issues see the "White paper on pensions", and to the most recent "Adequacy report" of the Social Protection Committee and the European Commission (2012) available at the link <http://ec.europa.eu/social/keyDocuments.jsp?advSearchKey=pensionadequacy&mode=advancedSubmit&langId=en&policyArea=&type=0&country=0&year=0>.

In more detail, from a policy perspective, the main issue of the PAWEU project is to compare and assess all sets of policies (i.e. regarding pensions, social benefits, unemployment benefits, active ageing and active labour market policies, private firms' practices) aimed at increasing older workers labour market participation, without affecting their wellbeing and economic security (e.g. by means of effective unemployment or social benefits in case of inactivity) and without reducing job opportunities for younger workers. This is crucial to implement the EU strategy for active ageing² and the recent Social Investment Package³, that refers to lifelong learning and all different types of active labour market policies for a number of target groups, among them older workers.

To this end, as it will be explained in more details in next section, the project will follow a two-pronged strategy based on:

- A) a detailed cross-country comparison of national experiences, also aimed at identifying (also in terms of their welfare regime or their variety of capitalism) groups of countries' similarities in national and welfare policies related to the issue of older individuals workability;
- B) several detailed empirical analyses aimed at highlighting the main factors (related both to individual characteristics and to labour demand features) limiting or favouring older workers employability.

In more general terms, following an international comparison perspective, the project aims at answering to a set of questions related to the chances to increase older workers employability without reducing their wellbeing, as the following:

- is it enough to increase retirement age for increasing older workers employability?
- Are older workers heterogeneous as regards their employability and is this heterogeneity related to factors as gender, skill, health status, typologies of occupation, family responsibilities?
- Are national policies able to take into account these differences keeping under control public spending?
- Are good practices, both by firms and national policies, identifiable?

The PAWEU project well fits the objectives of this Call for Proposals because the project focuses on a specific vulnerable group, i.e. older workers, and aims at analyzing factors affecting individual vulnerability and contributes to exchange information among stakeholders about the policies aimed at promoting a high level of quality and sustainable employment for older workers, guaranteeing adequate and decent social protection and combating social exclusion, coping in a proper way to the heterogeneous individuals' risks and characteristics.

As said, the project activities, that will be detailed in next section, are also consistent with the Social Investment Package (SIP), because the knowledge sharing and the mutual learning of good practices between the project partners, and especially between the two national public institutions involved in the project (the INPS and the Romanian Ministry of Labour, Family, Social Protection and Elderly), on the one hand, will highlight strategies that could help to steer national reforms in Italy and Romania and to define more cost effectiveness pension systems and unemployment and social benefits schemes and, on the other hand, will provide useful

² See <http://ec.europa.eu/social/main.jsp?catId=89&langId=en&newsId=860&furtherNews=yes> for references on the EU Year of Active Ageing.

³ See <http://ec.europa.eu/social/main.jsp?catId=1044>.

suggestions about active ageing policies aimed at increasing older workers employability, improving their skills and their opportunities in the labour market.

In this sense, being also interested at providing, by means of cross-country comparisons, useful suggestions about the strategies for improving older individuals' workability, the PAWEU project could also contribute to attain some targets of the Europe 2020 strategy, namely, as concerns older workers, the reduction of their social inclusion and poverty risks and the chances to foster an inclusive growth, strengthening older individuals' working opportunities through specific actions aimed at improving their skills and at supplying new and better jobs for an aged workforce.

Finally, note that the two countries directly involved and analysed through the project by the national partners (namely Italy and Romania) are extreme cases, and the comparative analysis of extreme cases is a well know methodology to test the appropriateness of a certain policy measure or strategy and to find out some good practices that been effective in very hard and unfavorable contexts may represent a good example on how to address a policy problem. This is in fact the case of Italy and Romania that are far from reaching the Europe 2020 targets. In particular, they are characterized by very huge ageing and 'negative' demographic trends; high unemployment rates and low employment rates especially for older workers (especially since the Great Recession); rudimentary ALMP and weak institutional capacities for lifelong learning, training policies, the reconciliation of work/family life and all the measures needed to manage the transition from work to retirement in general.

2. Detailed description of the project components

The PAWEU project will be organized according to four, partially overlapping work packages, that are organized in order to pursue in a consistent way the project's objectives. The first one concerns the cross EU countries comparison of policy towards older workers, the second one concerns the empirical analysis of older individuals' workability in EU countries, the third one will be devoted to disseminate the project findings and, most of all, the policy suggestions that will come out from the project and the fourth will be devoted to the overall project management.

Work Package 1 – EU policies and strategies assessment

Aims and description

The first work package – which will involve all partners – will provide a very detailed cross-country comparison and a thorough assessment of all national policies affecting the workability of individuals aged 50-69. The cross EU countries analysis will be carried out by the OSE (Observatoire Social Européen) through a very detailed desk analysis and the identification of good practices by European governments and, possibly, by private firms. Furthermore, the two country partners, the INPS and the Romanian Ministry of Labour, will further explore their national cases, deeply describing the national rules and analyzing, also by means of administrative data, some reforms proposals related to issues concerning older individuals' workability.

This work package will be organized through three activities:

- A. **Review of national policies**. The first activity - that will be carried out by the OSE according to an agreed scheme of assessment and the other partners' suggestions - will be based on a detailed review of the various policies implemented in EU countries that could engender

positive or negative effects on older workers employability and on their wellbeing. OSE will profit from its involvement in ESPN (European Social Policy Network that coordinates 35 country expert teams on social protection and social inclusion policies). Open access deliverables of the network activity allow for accessing highly comparable information on the state of social policies in EU members.

The review will discuss both the rules about the retirement age and the characteristics of the economic system and will inquire all set of policies (e.g. pension, unemployment and social benefits or active labour market policies) that could reduce older workers' risks.

On the one hand, rules about retirement age and early retirement schemes will be carefully reviewed, highlighting the chances to retire before the official age, the conditions according to which early retirement is allowed (e.g. seniority, health status, family conditions). On the other hand, active labour market policies easing the employability of older workers and passive policies (i.e. unemployment benefits) improving their wellbeing in case of unemployment will be deeply reviewed. For instance, the existence of specific active ageing policies (e.g. the possibility to cumulate pensions and wages, the possibility to couple part-time jobs with part of the pension) will be carefully reviewed. Likewise a specific attention will be devoted to possible reforms of unemployment benefits and of specific rules concerning older workers introduced during the crisis and for coping with a possible increase of retirement age.

In more detail, three sets of policies will be reviewed and assessed by OSE along this activity:

- i) Rules concerning the retirement age, mostly focusing on measures providing some flexibility in retirement ages through, for instance:
 - different requirements according to health or disability status, family responsibilities;
 - defining early retirement schemes, eventually advantaging/penalizing in actuarial terms who retires later/earlier or through loans for those retiring before the official age;
 - schemes of partial retirement (after a certain age a partial pension can be cumulated to a part-time job), in case coupled with the obligation to act as a tutor for new workers;
 - giving to workers the chance of an early retirement provided that the firms replace them with young workers (the so called *staffetta generazionale*)
- ii) Rules concerning social benefits and unemployment benefits devoted to older individuals as, for instance:
 - Means tested benefits for long term unemployed;
 - More generous unemployment benefits for social workers, eventually coupled with fiscal incentives for firms that hire them (as in the previous Italian *indennità di mobilità*);
 - Cofinancing of unemployment benefits by firms in case of fire of older workers (assuming that the cofinancing can be reduced when the firm hires a young worker).
- iii) Active ageing policies (i.e. active labour market policies), as:
 - Public jobs for older workers;
 - Public financed lifelong learning activities for older workers;
 - Private firms strategies for employing older workers and identification of firms' best practices;
 - Reemployment activities of older workers by the PES (public employment services);

- Agreements between PES and firms for reemployment or lifelong learning activities of older workers.
- B. Detailed assessment of the Italian and Romanian cases. In line with the theoretical scheme agreed for the activity A of phase 1, and distinguishing the three aforementioned sets of policies, the two country partners INPS and the Romanian Ministry of Labour will carry out a very detailed analysis of the national rules affecting older workers employability and wellbeing, also presenting and assessing, also by means of administrative data, the main current policy proposals and, when possible, identifying some good practices towards older workers' employability implemented by private firms (in case through agreements with public employment services).
- C. Assessment of national strategies. After the review of national policies, a critical review of their pros and cons will be carried out by FGB and OSE, highlighting the consistency of these policies to the characteristics of the productive system and to the other branches of the welfare system and identifying similarities and differences among groups of countries. In this phase possible reforms' strategies will be identified and some best practices will be highlighted.

Outputs

- A research report about the policies affecting older individuals employability and wellbeing in EU countries.
- A country report about the national rules affecting older workers employability and wellbeing in Italy and Romania, also assessing some policy proposals.
- A note summarizing main findings of phase A - highlighting differences and similarities among groups of countries - and including policy suggestions and the identification of best practices.

Duration

from M1 to M12.

Work Package 2 - empirical analysis of older individuals' workability

This work package will be carried out by FGB and aims at studying the criticalities related to older individuals workability and wellbeing, also due to the characteristics of labour demand. To this end, several cross-country analyses will inquire - by means of descriptive and econometric multivariate analyses - the characteristics of older workers (e.g. their skills, gender, occupation, sector of activity, subjective health) and their propensity to postpone retirement. This propensity will be also inquired, in an indirect way, examining the features of the pensioners that continue to work after the retirement.

This phase will be organized through a single activity that will focus on several issues by means of detailed empirical analyses. The most relevant are the following:

- Employment rates of older workers. The time trend of employment rates of older workers in EU countries will be studied using LFS data, also assessing the links between these trends and possible policies that have been phased in during the observed period. Moreover, the trends of specific subgroups of targeted workers, distinguished, for instance, by education, age, gender, will be carefully assessed.

- Unemployment risks of older workers and retirement choices. These risks and choices will be analyzed through econometric analyses. Using longitudinal and cross-sectional EU-SLC micro-data and possibly some administrative data provided by country partners, on the one hand, the characteristics of older workers more exposed to unemployment risks will be analyzed by means of multivariate econometric tools. On the other hand, the same data will help to identify the individual and firm specific characteristics associated to a longer working life.
- Labour supply of pensioners. As an indirect way for assessing the active ageing chances for heterogeneous individuals, a study about the extent and the characteristics of pensioners who work in the EU countries will be carried out by means of EU-SILC data.
- Policy assessments. The findings of the empirical analysis will be also assessed for providing some policy suggestions and in order to assess the consistency between the policies reviewed in the phase 1 and the country differences found in the empirical analyses.

Outputs

- a research report where the findings of the empirical analyses (carried out through different methodologies and datasets) are showed and assessed also according to the evidences found in the phase 1 of the project.

Duration

from M4 to M18.

Work Package 3 – Dissemination

The third work package will be carried out by all partners and will be organized through the following activities:

- The main findings of the project, especially those concerning policy guidelines and suggestions consistent with the review of WP1 and of the empirical analyses of WP2, will be presented and discussed with relevant stakeholders in two public conferences that will be held in Brussels in M15 (more oriented to European stakeholders) and, as final conference of the project, in Rome in M18 (more oriented to Italian stakeholders). The Brussels event will be organized by the OSE, that has a great experience in involving EU-level stakeholders and European social partners. The Rome event will be organized by INPS that is very well connected to Italian policy makers and social partners.
- The project deliverables will be freely available on the partners websites in order to inform the public debate about older individuals workability issues. As to increase the dissemination of the research results, beyond conferences and meetings and beyond the research partners, a final report and some abstracts/shorter papers based on them, will be also published, possibly in working paper series, at European and national level for the partners' countries.

Outputs

- 1 public conference in Brussels
- 1 public conference in Rome
- A final report

Duration

From M15 to M18.

Work Package 4 – Project Management

In order to ensure a smooth and effective implementation of project activities, INPS, in parallel to ordinary project management and coordination tasks (such as overall project coordination, including contacts with partners, administration issues, liaison with the European Commission) has envisaged a series of specific project management activities that will run in parallel to the implementation of the three WPs outlined above. These tasks can be summarised as follows:

- Setting up of the Steering Committee. Given the technical nature of the action and in order to fully exploit the specific capacity and competence of partners in the field of social security, a Steering Committee (SC) will be constituted with the aim of providing technical guidance for the advancement of project activities and to ensure quality of results. The Committee will be composed by two partners' representatives per participating country. It will be chaired by the project promoter, INPS. The Steering Committee will meet at least three times during the implementation of the project.
- Internal meetings among the partners will be regularly organized as to present the advances of the phases of the project and to discuss the methodologies to be followed. A kick-off meeting will take place in Rome at M1 to present and to jointly agree on project management and organization activities, financial and administrative issues, logistics, etc. An intermediate meeting will be held in Bucharest at M9. In the intermediate meeting the preliminary findings of work package 1 will be also discussed among the partners. An internal meeting among the partners will be also held during the public conference in Brussels in M15.

Outputs

- Setting up of a Steering Committee
- 1 kick off meeting in Rome
- 1 interim meeting in Bucharest
- 1 interim meeting in Brussels

Duration

From M1 to M18.

Detailed work plan

Provisional dates	Location	Activities	Partners involved	Ouputs
M1 – M12		WP1 – EU policies and strategies		

		assessment		
	BE	A – Review of national policies	OSE	A research report about the policies affecting older individuals employability and wellbeing in EU countries
	IT & RO	B - Detailed assessment of the Italian and Romanian cases	INPS MoLFSPE	A country report about the national rules affecting older workers employability and wellbeing in Italy and Romania, also assessing some policy proposals.
	BE & IT	C- Assessment of national strategies	FGB OSE	A note summarizing main findings of phase A - highlighting differences and similarities among groups of countries - and including policy suggestions and the identification of best practices.
M4 – M18	IT	WP2 - empirical analysis of older individuals' workability	FGB	A research report on the findings of the empirical analyses
M15 – M18	BE IT	WP3 – Dissemination	INPS FGB OSE MoLFSPE	1 public conference in Brussels 1 public conference in Rome A final report
M1 – M18	IT RO BE	WP4 – Project Management	INPS FGB OSE MoLFSPE	Steering Committee 1 kick off meeting in Rome 1 interim meeting

				in Bucharest 1 interim meeting in Brussels
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3. Expected results and lasting impact of the project

As clarified in previous sections, the PAWEU project aims at pursuing the following objectives:

- Comparing across EU countries the characteristics of the institutional and of the welfare systems (also including, in a more general sense, social and labour market policies) and of the recently introduced reforms that could - negatively or positively - affect the exposition to unemployment risks of older workers.
- Identifying best practices and assess whether the countries are following a common path and/or their strategies to cope with the issue related to the employment of older workers are strictly linked to the characteristics of their welfare regime and of their productive system.
- Reviewing and discussing, according to the Italian and Romanian experiences, the measures that could be implemented as to cope with the increase of labour market participation and unemployment risks for older workers.
- Compare across countries the administrative details and the governance of the policies under discussion.
- Show detailed empirical evidences about the older workers employment, distinguishing these workers according to their characteristics.

The main findings of the project will be disseminated to policy makers and stakeholders, both at the National and the EU level, by means both of the project deliverables and of the two public conferences that will be held in Brussels and in Rome in order to present the project results and to discuss policy guidelines and suggestions with policy makers and stakeholders.

Older individuals workability is currently a hot topic in all EU countries due to the interplay of the current recession, the ageing of the population and the need to control public welfare spending (for pensions, unemployment benefits and social assistance). Therefore the project partners - also through the effective role played by the two institutional country partners (INPS and the Romanian Ministry of Labour) - are very confident that the project findings will inform the national policy debate providing useful policy suggestions and identifying some best practices (followed both by public authorities or private firms) that could be implemented in the EU countries.

Moreover, it has to be pointed out that - over the two national case studies concerning Italy and Romania - the project will follow a EU wide perspective. Indeed, the desk analysis carried out by OSE in WP1 and the empirical studies carried out by FGB in WP2 will cover all EU countries, also grouping countries according to their welfare regime and according to the characteristics of their productive system. Therefore, the project findings could be very easily transferred to all EU countries. The EU wide perspective will also help the European Commission to link the results of the PAWEU project with the findings of other EU-funded projects. It has also to be stressed that

the project will also, on the one hand, provide original empirical evidence that is crucial for international comparisons and mutual learning and, on the other hand, allow to the stakeholders the exchange of good practices and lessons learnt from past reform experiences and good practices by public institutions and private firms.

The project activities will also help policy makers to assess alternative strategies to reform the components of the welfare system that can affect workability and wellbeing of older workers (e.g. pensions, unemployment benefits, social assistance, active labour market policies), also highlighting possible trade-off between coverage, adequacy, public spending, distributive effects, behavioural incentives and the capacity to focus with highly heterogeneous individual risks and opportunities.

Further results of the project are expected, according to the project structure explained in the previous sections. Member States and the two institutional partners INPS and the Romanian Ministry of Labour will highly benefit from the results coming from the descriptive review of national policies of WP1 and from the empirical analysis about older individuals workability carried out in WP2; these results could represent a crucial basis for informing the debate and identifying sound policy proposals. Furthermore the two institutional partners will benefit by exchanging expertise each other and by the exchange of methodologies and information with OSE and FGB.

4. Monitoring and evaluation measures

From the outset, appropriate mechanisms for the on-going and final evaluation of the project will be put in place. This is important not only to provide information on the project results and impact, but also to understand to what extent the objectives of the project are being met throughout the life of the project and, if necessary, to enable adjustments to the work programme. The establishment of transparent, complete and continuous monitoring of the activities progress and the single/overall results is a priority in the management of a project of this kind.

Feedback on each implemented activity will be collected through Partners' meetings and Evaluation forms to be distributed to external participants/stakeholders at each event (steering committee meetings and public conferences).

The planned monitoring system provides for regularly checking the advancement of the action, both from the point of view of achieved outputs as well as of the implementation and timing of the activities as per the initial plan. In particular it will foresee:

- Presentation of the detailed action plan within 30 days from the start of the project including the identification of measureable targets;
- Set up of a Steering Committee to supervise project activities, monitor project advancement and decide, if necessary, remedial actions. The Steering Committee will also function as a scientific board ensuring the quality and soundness of the process of analysis, mutual learning and of strategy design (including quality check of the project documents);
- Each project partner will designate a project officer with the task to coordinate activities and liaise with project partners;

- Monitoring of the project's progress via regular presentations at the Steering Committee meetings made by the project promoter and submission to the EC of an intermediate and final project report.

In addition to the above, the project promoter will also carry out an internal evaluation of the action to be delivered to the European Commission together with the final report. The exercise will be structured so as to answer to a series of evaluation questions, such as:

- Are the primary and secondary data collected or selected adequate? Are they sufficiently reliable compared to the expected use? Were they suitable in identifying the needs of the direct and indirect beneficiaries of the action?
- In the light of the implemented activities and early project results, what is the adequacy of the rationale of the action, its outputs, expected results and impacts?
- Did the implementation of the activity adequately address the needs of the direct and indirect beneficiaries?
- Are the results logical and justified by the activity implementation and by interpretations based on carefully presented explanatory hypotheses?
- Did the project reach the expected outputs? To what extent did the project contribute to the achievement of expected results?

The above answers will be structured according to the three main evaluation parameters of efficiency (financial, procedural and realization indicators); effectiveness (project's capacity to reach the planned operational objectives); sustainability (likelihood of project results to last in time and project capacity to continue and capitalize on implemented actions even after project ends).

5. Target groups

Individuals aged 50-69 are identified as the target group of the PAWEU project. The project focuses on this group because older workers labour market and social exclusion risks are increasing in many EU countries due to the interplay of different factors as the increased unemployment risks engendered by the recession phase and by the strong increase of retirement age introduced in some countries (e.g. Italy) in order to reduce public spending. Furthermore, in some countries austerity measures could have engendered a retrenchment of the generosity of social assistance benefits or unemployment benefits specifically devoted to older workers in order to take under control public finances (e.g. in Italy the mobility allowance, a generous kind of unemployment benefit whose generosity was higher for older workers, has been recently suppressed).

Older workers are not a homogeneous group, and deep differences regarding their workability and risks has to be carefully taken into account by the policies. For instance, bad health individuals or those characterized by very low skills or heavy family responsibilities could meet huge difficulties in postponing their retirement. Therefore, on the one hand, when assessing national policies, the project will deeply assess how the different sets of policies regarding older individuals workability are able to take into account individual differences. On the other hand the empirical analyses, carried out by means of multivariate econometric analyses, will aim at verifying which individual

characteristics (e.g. education, gender, subjective health, occupation, sector of activity) are correlated to individual workability.

6. The partnership

The promoter of the action is the Italian Social Security Institute (INPS). INPS is the largest social security and welfare institute in Italy and one of the most important in Europe. It has a budget (of approximately 400 billion Euro between receipts and payments) which is second only to state budget. Both private sector employees and self-employed workers are insured at INPS. All companies operating in Italy are registered with INPS. Since 2012 two other social security institutions – Inpdap ed Enpals that insure civil servants and workers in the field of entertainment and sport respectively, have been included in INPS.

INPS provides a large and articulated range of services, which include services of a social security and welfare character. The former services are determined on the basis of insurance relationships and are financed by contributions of workers and businesses (the old-age pension, the retirement pension, survivor's pension, the invalidity benefit, the inability pension and the pension in terms of international conventions for work performed abroad). The latter are services of the social state, which have been assigned to INPS (minimum pension, social allowance, social increases, civil disabilities). The Institute also manages all those non-pension related services aimed at protecting workers who find themselves in special situations at particular times in their working lives (unemployment benefits, the redundancy fund, sickness benefits, maternity benefits and severance pay). In addition to the above, INPS provides to the payment of funds set aside for persons who have low incomes and large families (family allowances, maternity benefits and municipal allowances for the family).

For carrying out the project, INPS has set up a transnational partnership involving the Romanian Ministry of Labour, Family, Social Protection and Elderly (MoLFSPE) and two research institutes: Fondazione G. Brodolini (FGB) and The European Social Observatory (OSE).

The MoLFSPE is the central public administration specialized body subordinated to the Romanian Government having the comprehensive role to ensure and coordinate the implementation of governmental policies in the following fields: labour, family, equal opportunities, social protection.

The MoLFSPE's medium-term priorities in its field of activity are as follows: to strike a balance and consolidate the social security system, to improve the access to employment and vocational training services and the health and safety at work for workers, by observing the principle of equal opportunities and treatment between women and men; to improve the life quality by promoting cohesive family policies; to ensure an efficient management of the European Social Fund; to develop and diversify the social services system at community level with a view to prevent the risk of marginalization and social exclusion; to promote the principle of equal opportunities in all areas of social life; to develop an efficient tripartite social dialogue.

MoLFSPE is responsible for national policies elaboration, correlated with those at EU and international level, in the areas of work, family, social protection and elderly, fulfilling the role of state authority, strategy and planning, regulating, synthesis, coordination, monitoring, inspection and control.

FGB has accumulated a large amount of experience through over thirty years of activity in carrying out research and studies on labour market analysis, economics and sociology, labour legislation, industrial relations, following a rigorous scientific and interdisciplinary approach. Specifically, FGB is at the forefront of applied research in the field of employment and social security. FGB's Management Board is composed of prominent figures from the main Italian Universities. FGB possesses the relevant technical and professional capacities needed for the successful implementation of this assignment. In particular FGB has considerable experience in managing projects on behalf of the European Commission as well as of the European Parliament, national and regional agencies and bodies. During the last five years, FGB has implemented on behalf of, or through funding from, the European Commission over 70 projects. Over the past few years, thanks in part to different grants received under the PROGRESS programme, FGB has gained significant experience in the field of social security and work-life balance at the EU and national level. FGB publishes two specialized journals in the field of labour economics: «Economia & Lavoro», a quarterly magazine on economic and social policy, in Italian; and «Labour», Review of Labour and Industrial Relations in English, edited by Blackwell.

The European Social Observatory (OSE) is a leading centre for research, information and training, specialising in the social dimension of the EU. The organization's goals are to produce independent and state-of-the-art critical analysis of the social dimension of European integration; analyse the impact of European integration on social and (active) labour market policies both at the EU level and within the Member States; conduct research, formulate policy suggestion and produce training toolkits; provide an ongoing platform for discussion for a wide range of stakeholders; disseminate the results of reflections through conferences, their website, newsletters and publications, including the OSE Working Papers. On average, the OSE is engaged in some 15 different projects every year, resulting in more than 30 publications annually. The organization has a large experience in project coordination and has organized many major and smaller events, including the regular OSE Lunchtime sessions.

6. The project team

Name	Key Qualifications	Role in the Project	Country - Organization
Antonio De Luca	He is the Central Director of "Planning and management control" Department of INPS. He is a long-standing experience at INPS, where he started work in 1982. He is member of several interdisciplinary working groups both within the Institute and at ministries and other bodies such as ARAN etc., representing the Institute; conducts labor relations activities and participates on behalf of the Administration at the bargaining sessions. Permanent member of the Working Group in charge of preparing the outline of the legislative decree concerning the consolidated text of legislation on social security.	Project Coordinator	Italy - INPS
Angela Legini	She is working at INPS since 1984, first as Social Security Actuary in the Special Funds area and then, since 2007, she is the actuarial Central Coordinator for Reporting area at the INPS Actuarial and Statistic Coordination Office. She is actually responsible for the surveys and projection of atypical work, for studying support incoming for family such short time working allowance and maternity. She has collaborated with the Employment Department to all legislations atypical workers. Since October 2011, coordinator assistant for the project SSE-MOVE. Social SEcurity on the MOVE. Promoting coordination on the transferability of welfare benefits within a cluster of EU social security institutes - VS/2011/ co-funded by DG EMPL.	Project Manager	Italy - INPS

Name	Key Qualifications	Role in the Project	Country - Organization
Alberto Merolla	Economist. One of the 4 FGB Coordinators and researcher on projects dealing with social and labour politics. He has been involved as project manager in several EU projects: Among them, "IMPROMOBIL-Improving Procedures for Collecting Information On Mobile Workers", co-funded by DG EMPL (VS/2012/0284); "Social Security on the Move: promoting coordination on the transferability of welfare benefits within a cluster of EU social security institutes", co-funded by DG EMPL (VS/2011/0309); "New skills for new jobs: a case for a more gender inclusive labour market?", co-funded by DG EMPL (VS/2011/0300); "Romanian labour market answer to the economic crisis: increased flexibility and adaptability of the enterprises and consolidation of the workforce)", co-funded by the Romanian ESF.	Project Manager	Italy - FGB
Bart Vanhercke	MA in Sociology, is Director at the European Social Observatory (OSE). He is currently finalizing his PhD at the University of Amsterdam. He is also managing the dissemination activities of the FP7 NEUJOBS Project (2011-2014). He was research Director of an EU-funded comparative assessment (in partnership with the Public Policy and Management Institute, PPMI) of the Social Protection and Social Inclusion Peer Review Programme (PROGRESS). Until recently he managed a European Commission-funded project on "Providing welfare through Social Dialogue: A renewed role for Social Partners" (ProWelfare). Before that, he coordinated research projects on the social dimension of the Europe 2020 Strategy and on the Inclusion of Roma Families through Early Childhood Development. Between 2006 and 2009 he managed a research project on "European tools for social policy" (ETOS.be), funded by the Belgian Federal Science Policy Office and bringing together six research teams about the Europeanisation of Belgian, Dutch and French social policies through a variety of EU policy instruments, including the Social Open Method of Coordination and the European Social Fund, on which he published extensively. Bart Vanhercke was the coordinator of the "Social Affairs" Task Force of the Belgian Presidency of the EU in 2001. Since 2014, he is part of the Network core team of the European Social Policy Network set up by the Commission for the analysis of social protection and inclusion policies in Europe. In particular he coordinates the team of national experts on social protection policies (pensions policy, healthcare and long-term care).	Project Manager	Belgium - OSE
Lăcrămioara Corches	<p>She is the general director of the DG Social Assistance. She also collaborates as an EU Expert- in SOCIEUX and as a trainer for the National Agency of Civil Servants in Romania.</p> <p>As a general director she is responsible for ensuring the management of the General Directorate of Social Assistance and for decision making in this area. Among other responsibilities, we can mention:</p> <p>coordinating the elaboration and development of the the Romania's strategies/ policies/ laws in social protection;</p> <p>Since 2012, she has coordinated the preparatory phase of programming of the European funds for 2014-2020 in the area of social affairs and social inclusion and has been involved in drafting the Partnership Agreement with the EC and the Operational Programme Human Capital for Romania.</p> <p>She also coordinates the implementation of the Social Assistance System Modernization Project (SASMP) developed in cooperation with the World Bank and the National strategy for promoting social inclusion and reducing poverty in Romania (2014-2020) and its action plan and the National strategy for Active Aging.</p> <p>She represents the Minister and the ministry in different committees and</p>	Project Manager	Romania- MolFSPE

Name	Key Qualifications	Role in the Project	Country - Organization
	meetings, both at international and national level, according to the mandate.		
Massimo Abballe	He was the responsible of the insurance office which managed the positions and pensions Fund named Sports and Entertainment (ex ENPALS) from 2009 to 31/05/2013. At the moment he is working in the "Optimizer Team" for optimizing the Workers Pension Fund Sports and Entertainment (INPS).	Researcher	Italy - INPS
Francesca Verini	She holds a Master's degree in Administrative Law. At the moment she works for the Income Support Benefits Department (Collective unemployment benefits office) of INPS (Italian Social Security Institute). She is member of the following internal working groups: social buffers, labour market reform and youth guarantee.	Researcher	Italy - INPS.
Michele Raitano	Economist. Assistant Professor at "Sapienza" University of Rome. Main research interests: Welfare State; Social Policies, Labour Market and Redistribution; Human Capital and Education. The research carried out over the last 10 years is focused on the following areas: the micro and macro effects of the different pension systems features - The role of pension funds - Individual choices on pension topics - The effects of ageing on health care, long term care and pensions - Human capital returns - Social mobility and intergenerational transmission of inequalities - Earnings and income inequalities - Labour market reforms and the flexicurity model. Since October 2011, Researcher for the project SSE-MOVE. Social Security on the MOVE. Promoting coordination on the transferability of welfare benefits within a cluster of EU social security institutes - VS/2011/0309 co-funded by DG EMPL	Researcher	Italy - FGB
Giacomo Damili	Researcher in the field of welfare and labour economics, social policy and applied econometrics for Fondazione Giacomo Brodolini. He is currently engaged in a wide set of EU and national FGB projects, where his main tasks include statistical analyses aimed at assessing the effectiveness of policies financed through the European Social Fund, econometric analyses delivering employment forecasts for several EU countries using the FGB model, longitudinal analysis through the statistical re-organisation of Regional and local authorities administrative employment dataset, drafting reports about the Italian National Reform Program and labour markets policies for the European Employment Observatory as Italy country-expert, and projects management and supervision. Among the other research activities he carried out research and analysis for a variety of projects, including a counterfactual evaluations of the impacts of different measures co-financed with the European Social Fund targeted at fostering the creation of new employment and growth in the share of stable employment in three Italian regions using statistical analyses aimed at assessing the effectiveness of the ESF funded policies and evaluating their impact. He has also been involved in an evaluation of European Social Fund 2007-2013 including the ex-ante evaluation of the ESF ROP 2014-2020 for Marche Region's ESF Managing Authority. Giacomo is also part of the SYSDem network – the European Employment Observatory for DG Employment and Social Affairs – which contributes to advisory and analysis services about macroeconomic, microeconomic and labour market policies at national level. He also deals with thematic policy issues relating to the European Employment Strategy, Europe 2020 Strategy priorities and ESF/Structural Funds and provide ad hoc advice to the European Commission within the European Employment Observatory framework.	Researcher	Italy - FGB
Chiara Fattori	She holds a master's Degree in International Relations and a graduate Master in Gender Equality and Diversity Management, she is working on projects addressing labour and gender equality issues (flexicurity, inclusion of disadvantaged groups, etc.). Among others, she is assisting in the implementation of 'Animation – online discussion within EuroGender' and 'Skills for future – Towards better skills at the labour market through better guidance and education'. In the framework of the former she was responsible for the logistics of the online discussion about benefits of gender equality, that	Project Officer	Italy - FGB

Name	Key Qualifications	Role in the Project	Country - Organization
	took place in April 2013.		
David Natali	<p>Associate Professor at the University of Bologna, Faculty of Political Science in Forli, is senior researcher at the European Social Observatory (OSE). He holds a <u>PhD in political science</u> at the European University Institute of Florence (EUI, 2002). The specific focus on his research is the coordination of social protection and social inclusion policy through the Open Method of Coordination (OMC), the Lisbon Strategy and the Europe 2020 Strategy. He is also working on social concertation, and social dialogue in broader terms, across Europe. David Natali has been involved in several European integrated projects and networks of excellence financed through the 6th and 7th Framework Programmes (including NEUJOBS, NEWGOV, INTUNE, RECWOWE). He is a member of the OECD Working Party on pension markets and coordinated several research projects on pensions and the EU social dimension (including the EU coordination of pension systems for DG Employment of the European Commission) and the comparative analysis of pension reforms. He has recently coordinated the project 'Providing welfare through social dialogue' financed by the European Commission on the comparative analysis of occupational welfare schemes in Europe. In 2014, he obtained the national scientific habilitation in the field of Political and Social Sciences for full professorship by the Italian Minister of Education, Universities and Research (MIUR). In the past he has worked on research projects for the Commission (on the portability of pension rights) and the Belgian government (on pension reforms in Europe; and active ageing).</p> <p>Since 2014, he is part of the Network management team of the European Social Policy Network set up by the Commission for the analysis of social protection and inclusion policies in Europe. In particular he coordinates the team of national experts on pensions policy.</p>	Senior Researcher	Belgium - OSE
Ramón Peña-Casas	<p><u>Master in Social Sciences</u>, he is senior researcher at the European Social Observatory since 2000. His skills and research interests concern the policy assessment and comparative analysis of transversal socio-economic issues related to the social dimensions of the EU. He closely follows the various soft coordination processes (Open methods of coordination) increasingly used at EU level of governance in the fields of employment, social protection, social inclusion, pensions, education, lifelong learning. He has developed a sound knowledge of EU labour markets and welfare systems and of EU comparative statistics and data sources. Moreover, through his involvement in several European research networks and projects (TURI, RECWOWE, CAPRIGHT, AgirE), he has investigated in depth a wide range of topics that are in relation with the increasingly complex interactions between work/employment and the social protection and policies, including topics such as in-work poverty, job quality or flexicurity.</p>	Senior Researcher	Belgium - OSE
Sebastiano Sabato	<p>He has completed his <u>PhD in Political Science</u> at the Italian Institute for Human Sciences (SUM) in Florence in February 2013, with a doctoral thesis on "The Impact of the Open Method of Coordination on National Policies: an Analysis of the Peer Review meetings in the Open Method of Coordination for Social Protection and Social Inclusion". He holds a Master's Degree in Economics and Politics of European Integration from the University of Bologna, Faculty of Political Sciences (Forli).</p> <p>Currently, his research interests include occupational welfare, minimum income and social policy more generally (both at the European and national levels) as well as European governance (notably the OMC in the domains of social protection, social inclusion and employment as well as the Europe 2020 Strategy). Since February 2013, he has had a Post-Doc research grant at the</p>	Junior Researcher	Belgium - OSE

Name	Key Qualifications	Role in the Project	Country - Organization
	<p>University of Milan (Department of Social and Political Sciences), where he has been working with others on the project "Combating Poverty in Europe: Re-organising Active Inclusion through Participatory and Integrated Modes of Multilevel Governance" (COPE).</p>		
Elena Dobre	<p>She is Director of the Directorate of Social Services and Social Inclusion within DG Social Assistance, responsible for managing/ coordinating the directorate. Her main responsibilities within the Ministry of Labor, Family, Social Protection and Elderly are:</p> <p>Elaborating and developing the Romania's strategies/policies/ laws in social protection;</p> <p>Monitoring and coordinating the activities in social assistance, social services, social inclusion and poverty policies;</p> <p>Participating in drafting the national strategy for promoting social inclusion and reducing poverty in Romania (2014-2020);</p> <p>Participating in drafting the Action Plan for implementing the national strategy for 2014-2020</p> <p>Managing the process of preparation of the national Strategy on combating poverty and promoting social inclusion (participating in the elaboration of socio-economic analyses in the field);</p> <p>Managing the process for monitoring the national targets for achievement of Europe 2020 targets on social inclusion/poverty;</p> <p>Working with vulnerable groups such as: children, persons or families with low or no income, youngsters, persons with disabilities, elderly persons or other persons/groups who are found in a vulnerable situation</p> <p>Since 2012, she has been involved in the preparatory phase of programming of the European funds for 2014-2020 in the area of social affairs and social inclusion and has been involved in drafting the Partnership Agreement with the EC and the Operational Programme Human Capital for Romania. Also involved in the implementation of the Social Assistance System Modernization Project (SASMP) developed in cooperation with the World Bank</p> <p>Operational management of the directorate: human resources management/training/job descriptions/monitoring and evaluation the staff's activity.</p>	Researcher	Romania-MoLFSPE
Alexandru Alexe	<p>He is a public manager with the General Directorate for Social Assistance within the Ministry of Labour, Family, Social Protection and Elderly. Since 2012, he has been involved the preparatory phase of programming of the European funds for 2014-2020 in the area of social affairs and social inclusion and has been involved in drafting the Partnership Agreement with the EC and the Operational Programme Human Capital for Romania. Also involved in the implementation of the Social Assistance System Modernization Project (SASMP) developed in cooperation with the World Bank.</p> <p>Main responsibilities within the Ministry of Labor, Family, Social Protection and Elderly – General Directorate for Social Assistance:</p> <p>Contributes to drafting pieces of legislation in the field of social assistance benefits;</p> <p>Advises the customers regarding the application of new legal provisions on social assistance benefits;</p> <p>Member of the management team for the implementation of the Social Assistance System Modernization Project in partnership with the experts of the World Bank;</p> <p>Responsible for the programming of the European funds for 2014-2020 – drafting documents for the Socio-economic analyses, Priorities for funding, Financial allocations, the Partnership Agreement between Romania and the</p>	Researcher	Romania-MoLFSPE

Name	Key Qualifications	Role in the Project	Country - Organization
	<p>European Commission, the Operational Programme for Human Capital, the Operational Programme for Administrative Capacity;</p> <p>Responsible for the implementation process of the Operational Programme for European Aid for the most Deprived, on the matters concerning the beneficiaries of the programme;</p> <p>Contributes to the implementation of the Managerial Control System and the Institutional Strategic Plan of the Ministry;</p> <p>Drafts reports on the National Reform Programme and Country Specific Recommendations for the Ministry of Foreign Affairs/the European Commission;</p> <p>Drafting position documents for the representation of the Government of Romania to the European Union and international organizations;</p> <p>Representing the Government of Romania to the European Union and international organizations (EC, OCDE, ILO), as well as a Board Member of the European Foundation for the Improvement of Living and Working Conditions (Eurofound).</p>		
Olivia Rusandu	<p>Mrs. Rusandu is Public Manager in the Directorate Social Services and Social Inclusion, within DG Social Assistance. As a public manager she has the following responsibilities:</p> <ul style="list-style-type: none"> - Participation in the elaboration, implementation, monitoring and evaluation of strategies, public policies, action plans in the field of social assistance, social inclusion of vulnerable groups, social services; - Drafts the project proposal for the EU funded project "EU – China Social Protection Reform Project" and implements the Romania's part of the project starting from 2014, and for other EU funded projects in which the Ministry, through DG Social Assistance is leader or partner; - Participation in the elaboration of the necessary documents for the programming of EU structural funds 2014-2020 (Partnership Agreement, Human Capital Operational Programme, Regional Operational Programme, Rural development operational programme etc); - She participates as a member in the team for implementing the Romanian Social Assistance System Modernization Project - Drafting, revision and implementation of the National Strategy for Combating Poverty and Promoting Social Inclusion and the National Strategy for Elderly and Active Aging, for which the Ministry has contracted the World Bank through ESF technical assistance funding, - Member in the inter-ministerial group on the Sustainable Development Objectives post-2015 (established as a result of Rio +20 Summit) - She participates at the UN/CDO's UPR mechanism (periodical review on the human rights promotion) as representative of the Ministry - She represents the Ministry as a member of the Board of Roma Inclusion Fund in Swiss Romanian Cooperation Programme, ensuring the participation and active engagement in working meetings, discussions on the projects submitted for funding, delivering recommendations to Swiss Agency for Development and Cooperation - SDC which gives its final approval of submitted projects ; - Institutional capacity building , evaluating , reviewing and proposing recommendations to improve current practices; 	Researcher	Romania- MoLFSPE
Rosa Ferrante	<p>Responsible for the analysis of the opportunities for participation in EU and international projects. She participates in many interdepartmental working groups for the implementation of INPS social and annual reports.</p> <p>She attended numerous international meetings also as an interpreter for the Institute, as well as in the organization of the 1st INPS/ISSA international meeting of experts on the collection of contributions and on compliance in social security systems.</p>	Secretary	Italy - FGB

Name	Key Qualifications	Role in the Project	Country - Organization
Françoise Verri	As well as various tasks to assist the Director, she works on calls for tenders, and jointly manages with him the administrative team and the finances of the institution. She produces financial reports for all projects (both European and national), draws up the budgets and is responsible for the administrative management of the OSE (staff, relations with outside bodies, supplies, etc.). She draws up the accounts, carries out payments, is responsible for invoicing and VAT, as well as for the organisation and practical coordination of the various conferences and events organised by the OSE. She supervises the layout of all OSE publications (programmes, papers, etc.), the revision of notes and reports, and manages translations for the various publications. Finally, she draws up the minutes of the various meetings (Board of directors, General Assembly, monthly meetings of the research team) as well as drafting notes.	Administrative staff/Project Officer	Belgium - OSE
Patrizia Maria Ester D'Andrea	She is actually working in the Staff of Director of Planning and Control Management with a role of analysis and projections of data on the institutional activities of the Institute; research on innovations in the ICT market; analysis of changes in the regulatory environment; planning and control in the staff of the Central Director for Development and Management Information System. She has been participating in interdepartmental working groups, for the implementation, rationalization and improvement of procedures related to IT issues, organization and administration, including: Benchmarking project on cash flows that implement the accounts of the self-employed workers; interdepartmental working group for implementation of the first INPS social report. Since October 2011, IT and Database Expert for the project SSE-MOVE. Social Security on the MOVE. Promoting coordination on the transferability of welfare benefits within a cluster of EU social security institutes - VS/2011/0309 co-funded by DG EMPL	Accountant	Italy - INPS
Carla Basilici	Accountant, for more than 30 years she works in the Administration and budgeting department at FGB, being responsible for the payment management and cooperating in the financial reporting for EU-funded projects.	Accountant	Italy - FGB
Cristina Grozavu	Accountant. She is involved in many national policies and projects funded by the EU. She worked at the implementation and monitoring of a World Bank supported Project for the Modernization of the Social Assistance System. She has been involved in the process of drafting the National Strategy on Active Ageing 2014 - 2020; the National Strategy on Social Inclusion and Combating Poverty 2014 - 2020.	Accountant	Italy - INPS

ANNEX II
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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;
- (b) be the intermediary for all communications between the beneficiaries and the Commission, except where provided otherwise in the Agreement, and, in particular, the coordinator shall:
 - (i) immediately provide the Commission with the information related to any change in the name, address, legal representative as well as in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of its affiliated entities, or to any event likely to affect or delay the implementation of the action, of which the

coordinator is aware;

- (ii) bear responsibility for supplying all documents and information to the Commission which may be required under the Agreement, except where provided otherwise in the Agreement; where information is required from the other beneficiaries, the coordinator shall bear responsibility for obtaining and verifying this information before passing it on to the Commission;
- (c) make the appropriate arrangements for providing any financial guarantees required under the Agreement;
- (d) establish the requests for payment in accordance with the Agreement;
- (e) where it is designated as the sole recipient of payments on behalf of all of the beneficiaries, ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;
- (f) bear responsibility for providing all the necessary documents in the event of checks and audits initiated before the payment of the balance, and in the event of evaluation in accordance with Article II.27.

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

ARTICLE II.2 – COMMUNICATIONS BETWEEN THE PARTIES

II.2.1 Form and means of communications

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

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

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

II.2.2 Date of communications

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

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

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

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

ARTICLE II.3 – LIABILITY FOR DAMAGES

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

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

ARTICLE II.4 – CONFLICT OF INTERESTS

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

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

ARTICLE II.5 – CONFIDENTIALITY

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

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

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

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

ARTICLE II.6 – PROCESSING OF PERSONAL DATA

II.6.1 Processing of personal data by the Commission

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

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

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

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

II.6.2 Processing of personal data by the beneficiaries

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

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

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

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - (iii) unauthorised persons from using data-processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Commission;

- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design their organisational structure in such a way that it meets data protection requirements.

ARTICLE II.7 – VISIBILITY OF UNION FUNDING

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

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

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

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

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

II.7.2 Disclaimers excluding Commission responsibility

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

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

II.8.1 Ownership of the results by the beneficiaries

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

II.8.2 Pre-existing industrial and intellectual property rights

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II.11 – FINANCIAL SUPPORT TO THIRD PARTIES

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

- (a) the maximum amount of financial support, which shall not exceed EUR 60 000 for each third party except where the financial support is the primary aim of the action as specified in Annex I;
- (b) the criteria for determining the exact amount of the financial support;
- (c) the different types of activity that may receive financial support, on the basis of a fixed list;
- (d) the definition of the persons or categories of persons which may receive financial support;
- (e) the criteria for giving the financial support.

II.11.2 By way of derogation from Article II.11.1, in case the financial support takes the form of a prize, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:

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

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

ARTICLE II.12 – AMENDMENTS TO THE AGREEMENT

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

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

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

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

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

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

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

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

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

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

ARTICLE II.14 – FORCE MAJEURE

- II.14.1** “*Force majeure*” shall mean any unforeseeable exceptional situation or event beyond the parties’ control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part or on the part of subcontractors, affiliated entities or third parties involved in the implementation and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as *force majeure*.
- II.14.2** A party faced with *force majeure* shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.
- II.14.3** The parties shall take the necessary measures to limit any damage due to *force majeure*. They shall do their best to resume the implementation of the action as soon as possible.
- II.14.4** The party faced with *force majeure* shall not be held to be in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

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

II.15.1 Suspension of the implementation by the beneficiaries

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

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

II.15.2 Suspension of the implementation by the Commission

- II.15.2.1** The Commission may suspend the implementation of the action or any part thereof:
- (a) if the Commission has evidence that a beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement or if a beneficiary fails to comply with its obligations under the Agreement;
 - (b) if the Commission has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant; or
 - (c) if the Commission suspects substantial errors, irregularities, fraud or breach of obligations committed by a beneficiary in the award procedure or in the implementation of the Agreement and needs to verify whether they have actually occurred.

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

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

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

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

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

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

II.15.3 Effects of the suspension

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

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

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

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

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

ARTICLE II.16 – TERMINATION OF THE AGREEMENT

II.16.1 Termination of the Agreement by the coordinator

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

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

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

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

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

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

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

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

- (a) if a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- (b) if, following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (c) if the beneficiaries do not implement the action as specified in Annex I or if a beneficiary fails to comply with another substantial obligation incumbent on it under the terms of the Agreement;
- (d) in the event of *force majeure*, notified in accordance with Article II.14, or in the event of suspension by the coordinator as a result of exceptional circumstances,

notified in accordance with Article II.15, where resuming the implementation is impossible or where the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;

- (e) if a beneficiary is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (f) if a beneficiary or any related person, as defined in the second subparagraph, have been found guilty of professional misconduct proven by any means;
- (g) if a beneficiary is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or in which the action is implemented;
- (h) if the Commission has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the Commission has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement, including in the event of submission of false information or failure to submit required information in order to obtain the grant provided for in the Agreement; or
- (j) if the Commission has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant.

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

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

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

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

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

II.16.4 Effects of termination

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

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

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

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

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

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

ARTICLE II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES

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

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

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

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

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

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

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

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

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

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

PART B – FINANCIAL PROVISIONS

ARTICLE II.19 – ELIGIBLE COSTS

II.19.1 Conditions for the eligibility of costs

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

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

II.19.2 Eligible direct costs

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

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

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

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

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

- (i) the natural person works under the instructions of the beneficiary and, unless otherwise agreed with the beneficiary, in the premises of the beneficiary;

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

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

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

II.19.3 Eligible indirect costs

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

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

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

II.19.4 Ineligible costs

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

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

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

II.20.1 Reimbursement of actual costs

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

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

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

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

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

covered or to provide supporting documents, notably accounting statements, to prove the amount declared per unit.

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

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

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

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

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

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

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

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

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

Where, in accordance with Article I.3(a)(v), the grant takes the form of the reimbursement of flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices, the beneficiary must declare as eligible costs the amount obtained by applying the flat rate calculated in accordance with its usual cost accounting practices. If requested to do so in the

context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the eligible costs to which the flat rate applies.

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

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

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

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

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

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

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

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

ARTICLE II.22 – BUDGET TRANSFERS

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

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

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

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

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

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

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

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

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

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

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

This request shall be accompanied by the following documents:

- (a) an interim report (“interim technical report”) or, for the payment of the balance, a final report on implementation of the action (“final technical report”), drawn up in accordance with Annex V; the interim or final technical report must contain the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or

lump sum contribution in accordance with Article I.3(a)(ii), (iii), (b) or (c), as well as information on subcontracting as referred to in Article II.10.2(d);

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

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

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

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

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

II.23.3 Non-submission of documents

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

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

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

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

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

ARTICLE II.24 – PAYMENTS AND PAYMENT ARRANGEMENTS

II.24.1 Pre-financing

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

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

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

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

II.24.2 Further pre-financing payments

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

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

II.24.3 Interim payments

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

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

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

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

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

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

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

II.24.4 Payment of the balance

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

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

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

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

II.24.5 Suspension of the time limit for payment

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

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

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

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

II.24.6 Suspension of payments

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

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

Before suspending payments, the Commission shall formally notify the coordinator of its intention to suspend payments, specifying the reasons thereof and, in the cases referred to in points (a) and (b) of the first subparagraph, the necessary conditions for resuming payments. The coordinator shall be

invited to make any observations on behalf of all beneficiaries within 30 calendar days from receipt of this notification.

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

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

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

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

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

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

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

II.24.7 Notification of amounts due

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

II.24.8 Interest on late payment

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

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

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

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

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

II.24.9 Currency for payments

Payments by the Commission shall be made in euro.

II.24.10 Date of payment

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

II.24.11 Costs of payment transfers

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

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

II.24.12 Payments to the coordinator

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

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

II.25.1 Calculation of the final amount

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

- (a) where, in accordance with Article I.3(a), the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate specified in that Article to the eligible costs of the action approved by the Commission for the corresponding categories of costs, beneficiaries and affiliated entities;
- (b) where, in accordance with Article I.3(b), the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified that Article by the actual number of units approved by the Commission for the corresponding beneficiaries and affiliated entities;

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

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

II.25.2 Maximum amount

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

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

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

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

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

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

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

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

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

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

This final rate shall be calculated on the basis of the final amount of the grant in the form referred to in Article I.3(a)(i), as determined in accordance with Articles II.25.1 and II.25.2.

II.25.4 Reduction for poor, partial or late implementation

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

ARTICLE II.26 – RECOVERY

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

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

II.26.2 Recovery after payment of the balance

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

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

II.26.3 Recovery procedure

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

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

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

- (a) by offsetting it against any amounts owed to the beneficiary concerned by the Union or the European Atomic Energy Community (Euratom) (“offsetting”); in exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Commission may recover by offsetting before the due date; the beneficiary’s prior consent shall not be required; an action may be brought against such offsetting before the General Court of the European Union pursuant to Article 263 TFEU;
- (b) by drawing on the financial guarantee where provided for in accordance with Article I.4.1 (“drawing on the financial guarantee”);

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

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

II.26.4 Interest on late payment

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

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

II.26.5 Bank charges

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

ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION

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

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

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

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

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

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

II.27.2 Duty to keep documents

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

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

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

II.27.3 Obligation to provide information

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

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

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

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

II.27.4 On-the-spot visits

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

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

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

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

II.27.5 Contradictory audit procedure

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

II.27.6 Effects of audit findings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II.27.8 Checks and inspections by OLAF

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

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

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

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

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

Budget

Total cost of the action **236 276.44**

Total eligible costs (D + I) **236 276.44**

Total eligible direct costs (D) **220 819.10**

Heading 1 - Staff costs

Management..... 45 738.00
Administration..... 114 930.00
Secretariat..... 7 650.00
Accounting..... 10 686.00
Other staff..... 0.00
Total - Staff costs..... **179 004.00**

Heading 2 - Travel, accommodation and subsistence allowances

Travel..... 12 800.00
Subsistence allowances (accommodation, meals, etc.)..... 10 164.10
Total - Travel, accommodation and subsistence allowances..... **22 964.10**

Heading 3 - Costs of services

Information dissemination..... 6 036.00
Translations..... 4 500.00
Reproductions and publications..... 0.00
Specific evaluation..... 0.00
Interpretations..... 2 800.00
External expertise..... 0.00
Other services..... 5 515.00
Total - Costs of services..... **18 851.00**

Heading 4 - Administration costs

Depreciation for purchase of equipment..... 0.00
Hire of rooms..... 0.00
Hire of interpreting booths..... 0.00
Audits..... 0.00
Financial services..... 0.00
Other administrative costs..... 0.00
Total - Administration costs..... **0.00**

Total eligible indirect costs (I) 15 457.34

Heading 5 - Overheads

Total overheads..... 15 457.34

Total revenue of the action 236 276.44

Income 236 276.44

Income

Total financial contribution (own resources)..... 47 280.00

Revenue generated by the action..... 0.00

Union grant..... 188 996.44

Total Income..... 236 276.44

Budget by applicant

Total cost of the action	236 276.44
FGB	71 361.94
INPS	79 582.53
MoLFSPE	25 001.41
OSE	60 330.56
Total eligible costs (D + I)	236 276.44
Total eligible direct costs (D)	220 819.10
Heading 1 - Staff costs	
FGB	52 245.00
INPS	63 690.00
MoLFSPE	14 457.00
OSE	48 612.00
Total - Staff costs.....	179 004.00
Heading 2 - Travel, accommodation and subsistence allowances	
FGB	5 912.40
INPS	4 751.20
MoLFSPE	5 518.80
OSE	6 781.70
Total - Travel, accommodation and subsistence allowances.....	22 964.10
Heading 3 - Costs of services	
FGB	8 536.00
INPS	5 935.00
MoLFSPE	3 390.00
OSE	990.00
Total - Costs of services.....	18 851.00
Heading 4 - Administration costs	
Total - Administration costs.....	0.00
Total eligible indirect costs (I)	15 457.34
Heading 5 - Overheads	
FGB	4 668.54
INPS	5 206.33

MoLFSPE	1 635.61
OSE	3 946.86
Total overheads.....	15 457.34

Total revenue of the action 236 276.44

Income 236 276.44

Income

FGB	14 280.00
MoLFSPE	5 010.00
OSE	12 070.00
Applicant's contribution after budget revision.....	15 920.00
Revenue generated by the action.....	0.00
Union grant.....	188 996.44
Total Income.....	236 276.44

Heading 1 - Staff costs

Management/Coordination (transnational and national)

Name	Name of organisation and function within the organisation	Status	Daily Salary cost	Number of days	Total
FGB					
Alberto Merolla	FGB - Coordinator	Project Manager	283.00	27.00	7 641.00
INPS					
Antonio De Luca	INPS - General Director DG Studies and Research	Project Coordinator	1 000.00	9.00	9 000.00
Angela Legini	INPS - Actuarial	Project Manager	700.00	18.00	12 600.00
MoLFSPE					
Lăcrămioara Corcheș	MoLSPE - Project Manager	Project Manager	85.00	27.00	2 295.00
OSE					
Bart Vanhercke	OSE - Director	Project Manager	526.00	27.00	14 202.00

Total cost of Management/Coordination..... 45 738.00

Administration/Implementation of the project

Name	Name of organisation and function within the organisation	Status	Daily Salary cost	Number of days	Total
FGB					
Michele Reitano	FGB - Researcher	Researcher	350.00	45.00	15 750.00
Giacomo Damioli	FGB - Researcher	Researcher	185.00	90.00	16 650.00
Chiara Fattori	FGB - Project Officer	Project Officer	170.00	54.00	9 180.00
INPS					
Massimo Abballe	INPS - Researcher	Researcher	220.00	60.00	13 200.00
Francesca Verini	INPS - Researcher	Researcher	180.00	90.00	16 200.00
MoLFSPE					
Elena Dobre	MoLSPE - Researcher/ expert	Researcher	79.00	50.00	3 950.00
Alexandru Alexe	MoLSPE - Researcher/ expert	Researcher	76.00	50.00	3 800.00
Olivia Rusandu	MoLSPE - Researcher/ expert	Researcher	70.00	50.00	3 500.00
OSE					
David Natali	OSE - Senior Researcher	Researcher	465.00	30.00	13 950.00
Ramon Pena-Casas	OSE - Senior Researcher	Researcher	335.00	30.00	10 050.00
Sebastiano Sabato	OSE - Junior Researcher	Researcher	290.00	30.00	8 700.00

Total cost of Administration/Implementation of the project..... 114 930.00

Secretarial costs

Name	Name of organisation and function within the organisation	Status	Daily Salary cost	Number of days	Total
INPS					
Rosa Ferrante	INPS - Secretary	Secretary	220.00	27.00	5 940.00
OSE					
Françoise Verri	OSE - Director's Assistant	Project Officer	285.00	6.00	1 710.00

Total cost of Secretarial costs..... 7 650.00

Accounting

Name	Name of organisation and function within the organisation	Status	Daily Salary cost	Number of days	Total
FGB					

Carla Basìfici	FGB - Accountant	Accountant	168.00	18.00	3 024.00
INPS					
Patrizia D'Andrea	INPS- Accountant	Accountant	250.00	27.00	6 750.00
MoLFSPE					
Cristina Grovazu	MoLSPE - Accountant	Accountant	76.00	12.00	912.00

Total cost of Accounting..... 10 686.00

Other staff [No data entered]

Total cost of Other staff..... 0.00

Total staff costs..... 179 004.00

Heading 2 - Travel, accommodation and subsistence allowances

Travel, accommodation and subsistence allowance

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

Purpose of the travel	Place of the event	Average travel cost per person	Number of people	Travel sub-total	Daily Cost per person	Number of people	Number of days	Subsistence and accommodation sub-total	Total
FGB									
mutual learning meeting	Bucharest	300.00	3.00	900.00	198.60	3.00	2.00	1 191.60	2 091.60
interim result dissemination seminar	Brussels	300.00	3.00	900.00	190.60	3.00	1.00	571.80	1 471.80
final conference (external experts)	Rome	400.00	4.00	1 600.00	187.25	4.00	1.00	749.00	2 349.00
INPS									
mutual learning meeting	Bucharest	300.00	4.00	1 200.00	198.60	4.00	2.00	1 588.80	2 788.80
interim result dissemination seminar	Brussels	300.00	4.00	1 200.00	190.60	4.00	1.00	762.40	1 962.40
MoLFSPE									
kick off meeting	Rome	300.00	3.00	900.00	187.25	3.00	2.00	1 123.50	2 023.50
interim result dissemination seminar	Brussels	300.00	3.00	900.00	190.60	3.00	1.00	571.80	1 471.80
final conference	Rome	300.00	3.00	900.00	187.25	3.00	2.00	1 123.50	2 023.50
OSE									
kick off meeting	Rome	300.00	3.00	900.00	187.25	3.00	1.00	561.75	1 461.75
mutual learning meeting	Bucharest	300.00	3.00	900.00	198.60	3.00	1.00	595.80	1 495.80
interim result dissemination seminar (external experts)	Brussels	400.00	4.00	1 600.00	190.60	4.00	1.00	762.40	2 362.40
final conference	Rome	300.00	3.00	900.00	187.25	3.00	1.00	561.75	1 461.75

Total of travel costs..... 12 800.00

Total of subsistence and accommodation costs..... 10 164.10

Total - Travel, accommodation and subsistence allowances..... 22 964.10

Heading 3 - Cost of services

Information dissemination

Nature of costs	Quantity	Unit cost	Total
FGB			
Final Report - graphic layout	1.00	1 200.00	1 200.00
Final report - printing in IT, RO, EN	600.00	8.06	4 836.00

Total information dissemination..... 6 036.00

Translations

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

Description of documents to be translated	Languages from ... to ...	Total number of languages	Cost per page	Number of pages	Total
FGB					
final report	from EN to IT	1.00	25.00	100.00	2 500.00
MoLFSPE					
final report	from EN to RO	1.00	20.00	100.00	2 000.00

Total translations..... 4 500.00

Reproductions and publications [No data entered]

Total reproductions and publications..... 0.00

Specific evaluation [No data entered]

Total specific evaluation..... 0.00

Interpretations

Meeting	Languages	Number of interpreters	Number of days	Daily cost per interpreter	Total
INPS					
Final conference	IT-EN	2.00	1.00	700.00	1 400.00
Final conference	RO-EN	2.00	1.00	700.00	1 400.00

Total interpretations..... 2 800.00

External expertise [No data entered]

Total external expertise..... 0.00

Other Services

Service	Amount	Total
INPS		
CATERING KICK OFF MEETING (8 EUR coffee break + 25 EUR working lunch x 15 people)	495.00	495.00
CATERING FINAL CONFERENCE (8 EUR coffee break + 25 EUR working lunch x 80 people)	2 640.00	2 640.00
MoLFSPE		
CATERING MUTUAL LEARNING MEETING (6 EUR coffee break + 20 EUR working lunch x 15 people)	390.00	390.00
Data purchase	1 000.00	1 000.00
OSE		

CATERING INTERIM RESULT DISSEMINATION SEMINAR (8 EUR coffee break + 25 EUR working lunch x 30 peopl	990.00	990.00
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Total other services..... 5 515.00

Total - Costs of services..... 18 851.00

Heading 4 - Administration costs

Depreciation for purchase of equipment [No data entered]	
Total depreciation.....	0.00
Hire of rooms [No data entered]	
Total hire of rooms.....	0.00
Hire of interpreting booths [No data entered]	
Total Hire of interpreting booths.....	0.00
Audits [No data entered]	
Total audits.....	0.00
Financial costs [No data entered]	
Total financial costs.....	0.00
Other administrative costs [No data entered]	
Total Other Administrative costs.....	0.00
Total - Administration costs.....	0.00

Heading 5 - Overheads

Applicant's overheads

Overheads are not eligible for operating grants

Incurring by	Amount
INPS	5 206.33
FGB	4 668.54
OSE	3 946.86
MoLFSPE	1 635.61
Total	15 457.34

Heading 6 - Income

Total Income (T = C + R + S)	236 276.44
Revenue generated by the action (R)	0.00
Union grant (S)	188 996.44
Total financial contribution (own resources) (C = C1 + C2 + C3)	47 280.00
Applicant's contribution after budget revision (C1)	15 920.00

Co-applicants' contribution (C2)

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

Co-applicant	Contribution
FGB	14 280.00
OSE	12 070.00
MoLFSPE	5 010.00

Total co-applicants' contribution (C2).....31 360.00

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

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



observatoire
social
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•
osservatorio
sociale
europeo

**ANNEX IV
MANDATE¹**

I, the undersigned,

Bart Vanhercke,

representing,

Observatoire social européen, OSE
Non profit organisation
Registration no : 042515 – Moniteur belge
Rue Paul Emile Janson 13 – BE-1050 Brussels - Belgium
VAT: BE0427836613

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

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

hereby:

1. Mandate

Istituto Nazionale della Previdenza Sociale (INPS)
Public Law Body/National²
Registration no. : 80078750587³
Via Ciro il Grande 21 , 00144 Rome - ITALY
VAT: 02121151001

represented by **Tiziano Treu** (hereinafter referred to as "the coordinator")

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

rue Paul Emile
Janson 13
1050 Bruxelles

telephone :
32 (0)2 537 10 71

telexcopie :
32 (0)2 539 28 05

e-mail :
info@ose.be

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

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

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

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

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

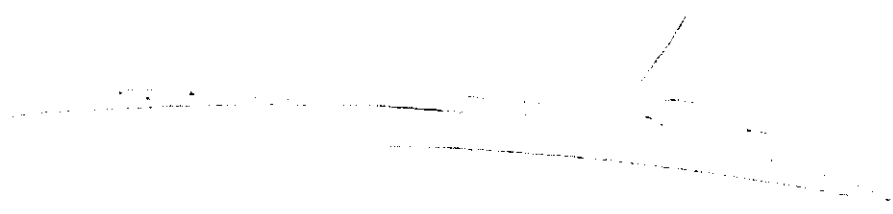
I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

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

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

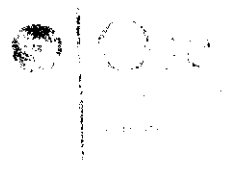
SIGNATURE

Bart Vanhercke, Director.



Done at Brussels, 28 October 2014

In duplicate in English



**ANNEX IV
MANDATE¹**

I, the undersigned,

DRAGOȘ IONUȚ BĂNESCU,

representing,

MINISTRY OF LABOUR, FAMILY, SOCIAL PROTECTION AND ELDERLY
(MoLFSPE)

Official registration number: A 0695665,

Address: 2B, Dem.I.Dobrescu Street, district 1, 010026, Bucharest, Romania

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

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

hereby:

1. Mandate

Istituto Nazionale della Previdenza Sociale (INPS)

Public Law Body/National ²

Registration no. : 80078750587³

Via Ciro il Grande 21 , 00144 Rome - ITALY

VAT: 02121151001

represented by **Tiziano Treu** (hereinafter referred to as "the coordinator")

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

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

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

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

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

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

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

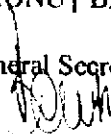
I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

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

SIGNATURE

DRAGOȘ IONUȚ BĂNESCU

Deputy General Secretary



Bucharest, Romania

29.10.2014

**ANNEX IV
MANDATE¹**

I, the undersigned,

Giuseppe Ciccarone Legal Representative of the co-applicant (future beneficiary in case the proposal is selected for funding) signing this mandate],

representing,

Fondazione Giacomo Brodolini - FGB
Private Research Institute²
257³
Via Barberini 50, 00187 - Roma
01028621009

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

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

hereby:

1. Mandate

Istituto Nazionale della Previdenza Sociale (INPS)
Public Law Body/National⁴
Registration no. : 80078750587⁵
Via Ciro il Grande 21 , 00144 Rome - ITALY
VAT: 02121151001

represented by **Tiziano Treu** (hereinafter referred to as "the coordinator")

to submit the application for the action: **Policies for an Aged Workforce in EU – PAWEU** and, in the case the proposal is selected for funding, and provided there are no changes in the proposal with an impact on my participation and role in the implementation of the action, to

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

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

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

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

⁵ To be deleted or filled in according to the "Legal Entity" form



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

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

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

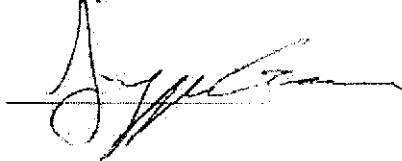
I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

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

Giuseppe Ciccarone



Done at Rome 28/10/2014

In duplicate in English

Fondazione Giacomo Brodolini
Via Barberini, 50
00187 Roma
C.F. 02072870583 - P.IVA 01028621009

ANNEX TO THE GRANT AGREEMENT

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

EaSI 2014-2020

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

This form must be completed in English.

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

QUALITATIVE INFORMATION

Results

Main objectives

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

Policy themes

Summary of the implementation of the activities

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

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

Activity

Planned

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

Implemented

Please describe the activities and results of the action

Changes

Was there any variance from the original action plan?

- Yes
 No

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

Target groups involved

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

Mention the other target groups

Issues addressed by the project	<input type="checkbox"/> Youth employment <input type="checkbox"/> Combat long-term unemployment <input type="checkbox"/> Fight against poverty and social exclusion <input type="checkbox"/> Promotion of equality between women and men <input type="checkbox"/> Promotion of a high level of quality and sustainable employment <input type="checkbox"/> Guarantee adequate and decent social protection <input type="checkbox"/> Combat discrimination based on sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation; pay particular attention to vulnerable groups, such as young people <input type="checkbox"/> Transnational dimension
How were those issues addressed?	

Key messages, conclusions and policy follow-up

Key messages	
Conclusions	
What are the most important conclusions and lessons learned from the action?	
Policy follow-up	

EXECUTIVE SUMMARY

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

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

Short description of the action

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

Conclusions

Description of achievements, impacts and EU added value

Policy follow-up

Description of the policy follow-up and recommendations

Translations

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

Translation

Title of the action

Language

Short description of the action

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

Conclusions

Description of achievements, impacts and EU added value

Policy follow-up

Description of the policy follow-up and recommendations

QUANTITATIVE INFORMATION

Please enter the information on outputs delivered by the action.

Analytical outputs

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

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

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

Number of reports: surveys, studies, analyses and expertise

Number of evaluations and impact assessments

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

Has your project implemented social policy experimentation as a method for testing and evaluating innovative solutions? Yes No

Report dissemination

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

Output dissemination

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

Training sessions of legal and policy practitioners (1)

Number of sessions

Number of women

Number of men

Total number of participants

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

Number of events

Number of women

Number of men

Total number of participants

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

Number of events

Number of women

Number of men

Total number of participants

Number of guides, educational material

Number of information systems developed and maintained in order to exchange and disseminate information

Other information and communication actions (including those targeted to the media)

Report dissemination

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

Support outputs

Enter the number of outputs related to capacity building and support to actors.
(1) Provide the list of participants: name, sex, type of organisation, country and email addresses.

Number of EU multilingual digital platforms and electronic exchange systems

Number of provisions of information, counsellings, placements and recruitment services

Number of events supporting capacity building actions (1)

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

Number of events

Number of women

Number of men

Total number of participants

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

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

Number of events

Number of women

Number of men

Total number of participants

Number of events supporting networking and cooperation meetings(1)

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

Number of events

Number of women

Number of men

Total number of participants

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

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

Number of events

Number of women

Number of men

Total number of participants

Please enter the number of participants belonging to:

National, regional and local administrations

Employment services

Civil society organisations, including NGOs

Social partners

**International
organisations**

**European-level
observatories**

**Microcredit providers and investors in social
enterprises**

Dissemination

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

SIGNATURE

Declaration

Title

First name

Surname

Position held in the organisation

Organisation name

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

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

On behalf of the organisation: date and signature

**European Union Programme for Employment and Social Innovation (EaSI)
2014 - 2020¹**

FINAL TECHNICAL REPORT TEMPLATE

1) Title of the action:	
2) Reference number (grant agreement/contract):	

3) Main objectives:

4) policy themes:

5) Summary of the implementation of the activities²:	
Planned	Implemented
Changes	

6) Were those target groups involved ?(more than one group possible):	Yes/No
(a) national, regional and local authorities	
(b) employment services	
(c) specialist bodies provided for under Union law	
(d) the social partners	
(e) non-governmental organisations	
(f) higher education institutions and research institutes	
(g) experts in evaluation and in impact assessment	
(h) national statistical offices	

¹ REGULATION (EU) No 1296/2013

² To be introduced for each key activity

(i) the media	
(j) others	

7) Were the following issues addressed?	Yes/No
<ul style="list-style-type: none"> - youth employment - combat long-term unemployment - fight against poverty and social exclusion - promotion of equality between women and men - promotion of a high-level of quality and sustainable employment - guarantee adequate and decent social protection - combat discrimination based on sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation; pay particular attention to vulnerable groups, such as young people - transnational dimension 	
<i>How were those issues addressed? (max 2000 characters)</i>	

8) Key messages
9) Conclusions
10) Policy follow-up

11) Quantitative information on outputs delivered by the action:

11.1. Analytical outputs (number of outputs, irrespective of whether they were published or not. An output produced in several languages counts as a single output)	Number of outputs
<ul style="list-style-type: none"> Newly developed and/or maintained quantitative and qualitative databases 	
<ul style="list-style-type: none"> Common methodologies, classifications, micro-simulations, indicators and benchmarks 	
<ul style="list-style-type: none"> Reports: surveys, studies, analyses and expertise 	
<ul style="list-style-type: none"> Evaluations and impact assessments 	
<ul style="list-style-type: none"> Monitoring and assessment reports on the transposition and implementation of Union law 	
Has your project implemented social policy experimentation as a method for testing and evaluating innovative solutions?	Yes/No
<i>How and to whom were the reports disseminated: target audiences (e.g. EU, national, regional or local policy-makers, socio-economic partners, etc.) and means used (e.g. printed copies, Internet, etc.)? (max 2000 characters)</i>	

11.2. Outputs related to mutual learning, awareness raising and dissemination	Number of outputs
<ul style="list-style-type: none"> Training of legal and policy practitioners 	
Total number of participants: women/men *	/
<ul style="list-style-type: none"> Exchanges of good practice, peer reviews and mutual learning events 	
Total number of participants: women/men*	
<ul style="list-style-type: none"> Conferences, seminars and other high-level events* 	
Total number of participants: women/men	
<ul style="list-style-type: none"> Guides, educational material 	
<ul style="list-style-type: none"> Information systems developed and maintained in order to exchange and disseminate information 	
<ul style="list-style-type: none"> Other information and communication actions (including those targeted to the media) 	
<i>How and to whom were the outputs disseminated: target audiences (e.g. EU, national, regional or local policy-makers, socio-economic partners, etc.) and means used (e.g. newsletters, newspapers community of practices, etc.)? (max 2000 characters)</i>	

11.3. Outputs related to capacity building and support to actors:	Number of outputs:
<ul style="list-style-type: none"> EU multilingual digital platform, and electronic exchange systems 	
<ul style="list-style-type: none"> Provision of information, counselling, placement and recruitment services 	
<ul style="list-style-type: none"> Capacity building actions for national, regional and local administrations, specialist services responsible for promoting geographical mobility, civil society organisations, social partners, microcredit providers* 	
Total number of participants: women/men	/
<ul style="list-style-type: none"> Working groups organised for national officials to monitor the implementation of Union law* 	

Total number of participants: women/men	/
<ul style="list-style-type: none"> • Networking and cooperation meetings among specialist bodies and other relevant stakeholders, national, regional and local authorities and employment services at European level* 	
Total number of participants: women/men	/
<ul style="list-style-type: none"> • Exchanges of personnel between national, regional and local administrations, employment services, civil society organisations, social partners, international organisations or other organisations 	
Total number of participants: women/men , of which from:	/
- National, regional and local administrations	
- Employment services	
- Civil society organisations, including NGOs	
- Social partners	
- International organisations	
- Microcredit providers and investors in social enterprises	
<ul style="list-style-type: none"> • European-level observatories 	
<p><i>How and to whom were the actions disseminated: target audiences (e.g. EU, national, regional or local policy-makers, socio-economic partners, etc.) and means used (e.g. newsletters, newspapers, community of practices, etc.)? (max 2000 characters)</i></p>	

*** Provide the list of participants: name, sex, type of organisation, country and email addresses**

DECLARATION

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

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

Title	First name	Surname
Position held in the organisation		
Signed		Date
On behalf of (organisation name):		

Annexes:

- 1) Executive summary
- 2) List of participants with their country and email addresses
- 3) Final financial report

Please submit one original and one copy of the final technical and financial reports and all of your evidence in one copy only.

Annex 1: STRUCTURE FOR EXECUTIVE SUMMARY

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

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

The executive summary must include the following:

1. Description of the action

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

2. Conclusions:

Description of achievements, impacts and EU added value

3. Policy follow-up

Description of the policy follow-up and recommendations

Source of funding

Beneficiaries/contractors are required to acknowledge that the project has been supported by the European Union Programme for Employment and Social Innovation ("EaSI") 2014-2020. All products (publications, brochures, press releases, videos, CDs, posters and banners, and especially those associated with conferences, seminars and information campaigns) must state the following:

This (publication, conference, video, xxx) has received financial support from the European Union Programme for Employment and Social Innovation "EaSI" (2014-2020). For further information please consult: <http://ec.europa.eu/social/easi>

The European emblem must appear on every publication or other material produced. Please see:

http://ec.europa.eu/dgs/communication/services/visual_identity/pdf/use-emblem_en.pdf

Every publication must include the following:

The information contained in this publication does not necessarily reflect the official position of the European Commission.