

Agreement number: [grant ID to be completed]



Европейски парламент Parlamento Europeo Evropský parlament Europa-Parlamentet Europäisches Parlament  
Euroopa Parlament Ευρωπαϊκό Κοινοβούλιο European Parliament Parlement européen Parlaimint na hEorpa  
Europski parlament Parlamento europeo Eiropas Parlaments Europos Parliamentas Európai Parlament  
Parlament Ewropew Europees Parlement Parliament Europejski Parlamento Europeu Parlamentul European  
Európsky parlament Evropski parlament Euroopan parlamentti Europaparlamentet

## MODEL GRANT AGREEMENT

### GRANT AGREEMENT FOR AN ACTION

#### AGREEMENT NUMBER — [grant ID]

This Agreement (‘the Agreement’) is concluded between the following parties:

on the one part,

The European Union (‘the Union’), represented by the European Parliament (‘the Parliament’), represented for the purposes of signature of the Agreement by, **Director for [Insert]**, Directorate General for Communication,

**and**

on the other part,

‘the beneficiary’

**[Official name in full]**

[Address]

[postcode] [city]

[country]

Registration number: [company registration number]

represented for the purposes of the signature of this Agreement by [title of legal representative] [first name of legal representative] [family name of legal representative], [position/function of legal representative].

The parties referred to above

HAVE AGREED

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

Annex I Description of the action (Application form Part B)

Annex II General Conditions (“the General Conditions”).

Annex III Detailed Estimated Budget

Annex IV Key Performance Indicators

Agreement number: [grant ID to be completed]

which form an integral part of the Agreement.

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

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

## SPECIAL CONDITIONS

***NB: After filling in options, update this table by right-clicking — ‘update field’ — ‘Update entire table’***

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

The Parliament 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 “[project title]” as described in Annex I.

By signing the Agreement the beneficiary accepts the grant and agrees to implement the action, acting on its own responsibility.

## ARTICLE I.2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE ACTION

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

I.2.2 The *action* runs from [insert date] (“starting date”) until [insert date] (“end date”)<sup>1</sup>.

## ARTICLE 1.3 – MAXIMUM AMOUNT AND FORM OF GRANT

I.3.1 *The maximum amount of the grant* is EUR [contribution requested from the European Parliament].

I.3.2 The grant takes the form of a reimbursement of [Percentage of cofinancing requested] % of the eligible costs of the *action* (“reimbursement of eligible costs”), which are estimated at EUR [TOTAL COSTS] and which are:

- a) actually incurred (“reimbursement of actual costs”) for the following categories of costs: personnel costs, travel and related subsistence allowances costs, depreciation costs of equipment or other assets, consumables, and subcontracts costs for the beneficiary and its affiliated entities if any, and/or
- b) declared on the basis of a flat-rate contribution of 7% of the eligible direct costs (“flat-rate contribution”) to cover the indirect costs for the beneficiary and the affiliated entities if any.
- c) declared on the basis of a unit cost (“reimbursement of unit cost”) for personnel costs of volunteers’ work<sup>2</sup> for the beneficiary and its affiliated entities if any.

## ARTICLE I.4 – REPORTING, REQUESTS FOR PAYMENTS AND SUPPORTING DOCUMENTS

### I.4.1 Reporting periods

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<sup>1</sup> The date must be later than the date of entry into force of the Agreement unless authorised otherwise by the responsible authorising officer, in case the applicant demonstrates the need to start the action before the grant agreement enters into force. In any case the indicated date should not be earlier than the date of the submission of the grant application.

<sup>2</sup> Personnel costs for the volunteers' work must be declared on the basis of unit costs defined in the [Guide for applicants](#)



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

- Reporting period 1: from month 1 until two months before the EYE;
- Reporting period 2: from two months before the EYE to the last month of the *action*.

#### **I.4.2 Request for second and further pre-financing payment[s] and supporting documents**

The beneficiary must submit a request for second pre-financing payment 2 months before the EYE.

The request must be accompanied by the following documents:

- (a) a progress report on the implementation of the action ('technical report on progress');
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the action ('statement on the use of the previous pre-financing instalment').

#### **I.4.3 Request[s] for interim payment[s] and supporting documents**

Not applicable.

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

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

This request must be accompanied by the following documents:

- a) a report on the implementation of the *action* containing:
  - a. the information needed to justify the eligible costs declared;
  - b. the information on subcontracting as referred to in Article II.11.1(d);
- b) a report on the key performance indicators ;
- c) a financial statement in the pdf form provided by the Parliament ;
- d) the breakdown of the amounts claimed by the beneficiary and its affiliated entities, indicating also the receipts referred to in Article II.25.3.2.

The reports must be drawn up using the forms and templates provided by the Parliament.

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

The beneficiary must also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27.

In addition, the beneficiary must certify that all the revenues generated by the *action* referred to in Article II.25.3 have been declared for the beneficiary and its affiliated entities other than non-profit organisations.

A certificate on the financial statements established by an independent auditor qualified to carry out statutory audits of accounting documents in accordance with EU law<sup>3</sup> or similar national regulations, or by a competent and independent public officer in whom the relevant national authorities have vested the legal capacity to audit the participant and who has not been involved in the preparation of the financial statements shall be submitted when that amount is equal to or greater than EUR 60 000 at the time of claiming the payment of the balance of the grant. It shall cover the total amount of the grant claimed by the beneficiary under the form of reimbursement of actual costs and/or under the form of unit costs, excluding the amounts declared on the basis of lump sums, flat rates and unit costs other than those determined according to the participant's usual cost accounting practices.

#### **I.4.5 Information on cumulative expenditure incurred**

Not applicable

#### **I.4.6 Currency for requests for payment and financial statements and conversion into euro**

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

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

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Parliament and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)), determined over the corresponding reporting period.

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

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

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

### **ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS**

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<sup>3</sup> Directive 2006/43/EC of the European Parliament and of the Council

### **I.5.1 Payments to be made**

The Parliament must make the following payments to the beneficiary:

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

### **I.5.2 Pre-financing payment**

The aim of the pre-financing is to provide the beneficiary with a float. The pre-financing remains the property of the Union until the payment of the balance.

The Parliament must make the pre-financing payment of EUR [insert amount] ([XX]% of maximum amount of the grant stated in Article I.3.1) to the beneficiary within 30 calendar days from the entry into force of the Agreement, except if Article II.24.1 applies.

The Parliament must make a second pre-financing payment of EUR [insert amount] ([XX]% to the beneficiary within 60 calendar days from when the Parliament receives the request for second pre-financing payment referred to in Article I.4.2.

### **I.5.3 Interim payment[s]**

Not applicable.

### **I.5.4 Payment of the balance**

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions for the implementation of the *action*.

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

The Parliament determines the amount due as the balance by deducting the total amount of pre-financing already made from the final amount of the grant determined in accordance with Article II.25.

If the total amount of the pre-financing is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of the pre-financing is lower than the final amount of the grant determined in accordance with Article II.25, the Parliament must pay the balance within 60 calendar days

from when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.24.2 apply.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Parliament up to the *maximum amount of the grant*.

### **I.5.5 Notification of amounts due**

The Parliament must send a *formal notification* to the beneficiary:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns the payment of the balance.

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

### **I.5.6 Interest on late payment**

If the Parliament does not pay within the time limits for payment, the beneficiary is entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

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

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

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article I.5.8. The Parliament does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

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

### **I.5.7 Currency for payments**

The Parliament must make payments in euros.

### **I.5.8 Date of payment**

Agreement number: [grant ID to be completed]

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

### **I.5.9 Costs of payment transfers**

Costs of the payment transfers are borne as follows:

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

### **I.5.10 Payments to the beneficiary**

The Parliament must make payments to the beneficiary.

Payments to the beneficiary discharge the Parliament from its payment obligation.

## **ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS**

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

Name of bank: [Bank Name]

Precise denomination of the account holder: [Official name in full]

Full account number (including bank codes): [IBAN]

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

### **I.7.1 Data controller**

The entity acting as a data controller as provided for in Article II.7 is the Director for Media in Directorate-General for Communication of the European Parliament.

Email address: [DGCOMM-Medias@europarl.europa.eu](mailto:DGCOMM-Medias@europarl.europa.eu)

### **I.7.2 Communication details of the Parliament**

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

European Parliament

Directorate-General Communication

[first name of contact person] [family name of contact person]

[Position/Function of contact person]

[Official name in full]

[Address]

[postcode] [city]

[country]

Agreement number: [grant ID to be completed]

Email address: [e-mail address of functional mailbox].

### **I.7.3 Communication details of the beneficiary**

Any communication from the Parliament to the beneficiary must be sent to the following address:

[first name of contact person] [family name of contact person]

[Position/Function of contact person]

[Official name in full]

[Address]

[postcode] [city]

[country]

E-mail address: [e-mail address of contact person].

### **ARTICLE I.8 — ELIGIBILITY OF VOLUNTEERS' WORK**

As an exception to Article II.19.4(i), the value of volunteers' work may be declared as eligible costs in the form of unit costs in accordance with Article I.3.2 (c). These costs may not exceed the limit specified in point (b) of Article II.25.1.

*[Option: not applicable]*

### **ARTICLE I.9 — ENTITIES AFFILIATED TO THE BENEFICIARY**

The following entity(ies) is(are) considered as affiliated entity to the beneficiary for the purpose of the Agreement:

-

*[Option: not applicable]*

### **ARTICLE I.9 — INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE**

As an exception to Article II.25.3, the no-profit principle does not apply to the action.

*[Option: not applicable]*

Agreement number: [grant ID to be completed]

## SIGNATURES

For the partner

[first name of legal representative] [family name  
of legal representative] [position/function of legal  
representative]

For the Parliament

[name], Directorate General for  
Communication

[signature]

Done at [city], [date]

[signature]

Done at Brussels, [date]

In duplicate in English.

## ANNEX II — GENERAL CONDITIONS

### PART A — LEGAL AND ADMINISTRATIVE PROVISIONS

#### ARTICLE II.1 - DEFINITIONS

The following definitions apply for the purpose of the Agreement:

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

**‘Breach of obligations’**: failure by the beneficiary to fulfil one or more of its contractual obligations;

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

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

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

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

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

**‘Fraud’**: any act or omission relating to the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or assets from the Union budget, the non-disclosure of information in violation of a specific obligation, with the same effect or the misapplication of such funds or assets for purposes other than those for which they were originally granted;

**‘Grave professional misconduct’**: a violation of applicable laws or regulations or ethical standards of the profession to which a person or entity belongs, or any wrongful conduct of a



person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence;

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

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

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

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

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

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

**‘Related person’**: any natural or legal person who is a member of the administrative, management or supervisory body of the beneficiary or who has the powers of representation, decision or control with regard to the beneficiary;

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

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

## ARTICLE II.2 – GENERAL OBLIGATIONS OF THE BENEFICIARY

The beneficiary:

- (a) is liable for carrying out the *action* in accordance with the Agreement;
- (b) must comply with any legal obligations it is bound by under applicable EU, international and national law;
- (c) must inform the Parliament immediately of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the *action*;
- (d) must inform the Parliament immediately:
  - (i) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
  - (ii) of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name, address or legal representative;
  - (iii) of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, including for its affiliated entities.

(e) must collaborate with the EP in ensuring the good preparation and development of the event. In particular, the beneficiary will have to make sure they respect all the necessary instructions ensuring the security and safety conditions of the actions.

## **ARTICLE II.3 – COMMUNICATION BETWEEN PARTIES**

### **II.3.1 Form and means of communication**

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

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

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

### **II.3.2 Date of communications**

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

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

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

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

## **ARTICLE II.4 – LIABILITY FOR DAMAGES**

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

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

## **ARTICLE II.5 – CONFLICT OF INTEREST**

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

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

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

## **ARTICLE II.6 - CONFIDENTIALITY**

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

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

**II.6.3** The confidentiality obligations do not apply if:

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

## **ARTICLE II.7 – PROCESSING OF PERSONAL DATA**

### **II.7.1 Processing of personal data by the Parliament**

Any personal data included in the Agreement must be processed by the Parliament in accordance with Regulation (EU) No 2018/1725.<sup>4</sup>

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

The beneficiary has the right to access, rectify or erase its own personal data and the right to restrict or, where applicable, the right to data portability or the right to object to data processing

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<sup>4</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC

in accordance with Regulation (EU) No 2018/1725. For this purpose, it must send any queries about the processing of its personal data to the data controller identified in Article I.7.1.

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

## **II.7.2 Processing of personal data by the beneficiary**

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

The beneficiary may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement. The beneficiary must ensure that the personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

The beneficiary must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing of the personal data concerned. This is in order to ensure, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

## **ARTICLE II.8 – VISIBILITY OF UNION FUNDING**

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

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

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

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

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

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

## **II.8.2 Disclaimers excluding Parliament responsibility**

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

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

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

### **II.9.1 Ownership of the results by the beneficiary**

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

### **II.9.2 Pre-existing rights**

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

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

The beneficiary must ensure that it or its affiliated entities have all the rights to use any *pre-existing rights* during the implementation of the Agreement.

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

The beneficiary grants the Union the following rights to use the results of the *action*:

- (a) for its own purposes and in particular to make available to persons working for the Parliament, other Union institutions, agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- (b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results

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

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

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

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

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

If the beneficiary grants rights of use to the Parliament, this does not affect its confidentiality obligations under Article II.6 or the beneficiary’s obligation under Article II.2.

## **ARTICLE II.10 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION**

**II.10.1** If the implementation of the *action* requires the beneficiary to procure goods, works or services, it may award the contract in accordance with their usual purchasing practices provided that the contract is awarded to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, it must avoid any *conflict of interests*.

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

**II.10.2** The beneficiary that is a ‘contracting authority’ within the meaning of Directive 2014/24/EU<sup>5</sup> or ‘contracting entity’ within the meaning of Directive 2014/25/EU<sup>6</sup> must comply with the applicable national public procurement rules.

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

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

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

If the beneficiary breaches its obligations under Article II.10.2 the grant may be reduced in accordance with Article II.25.4.

## **ARTICLE II.11 – SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION**

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

- (a) subcontracting does not cover core tasks of the *action*;
- (b) recourse to subcontracting is justified because of the nature of the *action* and what is necessary for its implementation;
- (c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex I;
- (d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the beneficiary and approved by the Parliament. The Parliament may grant approval:
  - (i) before any recourse to subcontracting, if the beneficiary requests an amendment as provided for in Article II.13; or
  - (ii) after recourse to subcontracting if the subcontracting:
    - is specifically justified in the interim, or final technical report referred to in Articles I.4.3 and I.4.4; and
    - does not entail changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (e) the beneficiary ensures that the conditions applicable to it under Article II.8 are also applicable to the subcontractors.

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<sup>5</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

<sup>6</sup> Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC



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

If the beneficiary breaches its obligation under Article II.11.1 (e) the grant may be reduced in accordance with Article II.25.4.

## **ARTICLE II.12 – FINANCIAL SUPPORT TO THIRD PARTIES**

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

- (a) the maximum amount of financial support. This amount may not exceed EUR 60 000 for each third party except if achieving the objective of the *action* as specified in Annex I would otherwise be impossible or overly difficult ;
- (b) the criteria for determining the exact amount of the financial support;
- (c) the different types of activity that may receive financial support, on the basis of a fixed list;
- (d) the persons or categories of persons which may receive financial support;
- (e) the criteria for giving the financial support.

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

- (a) the eligibility and award criteria;
- (b) the amount of the prize;
- (c) the payment arrangements.

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

## **ARTICLE II.13 – AMENDMENTS TO THE AGREEMENT**

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

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

**II.13.3** Any request for amendment must:

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



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

**II.13.4** Amendments enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

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

## **ARTICLE II.14 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES**

**II.14.1** The beneficiary may not assign any of its claims for payment against the Parliament to any third party, except if approved by the Parliament on the basis of a reasoned, written request by the beneficiary.

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

**II.14.2** In no circumstances may an assignment release the beneficiary from its obligations towards the Parliament.

## **ARTICLE II.15 – FORCE MAJEURE**

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

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

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

## **ARTICLE II.16 – SUSPENSION OF THE IMPLEMENTATION OF THE ACTION**

### **II.16.1 Suspension of implementation by the beneficiary**

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

The beneficiary must immediately inform the Parliament, stating:

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

Once the circumstances allow the beneficiary to resume implementing the *action*, the beneficiary must inform the Parliament immediately and present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement is terminated in accordance with Articles II.17.1 or points (b) or (c) of Article II.17.2.1.

## **II.16.2 Suspension of implementation by the Parliament**

### **II.16.2.1 Grounds for suspension**

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

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

### **II.16.2.2 Procedure for suspension**

**Step 1** Before suspending implementation of the *action*, the Parliament must send a *formal notification* to the beneficiary:

- (a) informing it of:
  - (i) its intention to suspend the implementation;
  - (ii) the reasons for suspension;
  - (iii) the necessary conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; and
- (b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

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

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

The suspension takes effect on the day the *formal notification* is received by the beneficiary or on a later date specified in the *formal notification*.

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

### **II.16.2.3 Resuming implementation**

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

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

- (a) informing it that the conditions for lifting the suspension are met; and
- (b) requiring it to present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement is terminated in accordance with Articles II.17.1 or points (b), (f) or (g) of Article II.17.2.1.

### **II.16.3 Effects of the suspension**

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

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

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

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

Suspending implementation of the *action* does not affect the Parliament's right to terminate the Agreement in accordance with Article II.17.2, reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

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

## **ARTICLE II.17 – TERMINATION OF THE AGREEMENT**

### **II.17.1 Termination of the Agreement by the beneficiary**

The beneficiary may terminate the Agreement.

The beneficiary must send a *formal notification* of termination to the Parliament, stating:

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

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

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

## **II.17.2 Termination of the Agreement by the Parliament**

### **II.17.2.1 Grounds for termination**

The Parliament may terminate the Agreement, if:

- (a) a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant, or a change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, that calls into question the decision to award the grant;
- (b) the beneficiary, any *related person* or any natural person who is essential for the award or for the implementation of the Agreement have committed serious *breach of obligations*, including improper implementation of the *action* as described in Annex I;
- (c) the implementation of the *action* is prevented or suspended due to *force majeure* or exceptional circumstances and either:
  - (i) resumption is impossible; or
  - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (d) the beneficiary or a natural or legal person that assumes unlimited liability for the debts of the beneficiary:
  - (i) is declared bankrupt, is subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a Court, has entered into an agreement with creditors, has suspended business activities or is in any analogous situation arising from a similar procedure provided for under the Union or national law;
  - (ii) is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- (e) the beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed:
  - (i) *grave professional misconduct* proven by any means;
  - (ii) *fraud*;
  - (iii) corruption;
  - (iv) conduct related to criminal organisations;
  - (v) money laundering;
  - (vi) terrorism-related crimes (including terrorism financing);
  - (vii) child labour or other offences concerning trafficking of human beings;
- (f) the Parliament has evidence that the beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed *irregularities, fraud* or *breach of obligations* in the award procedure or while implementing the Agreement, including if the beneficiary or *related person* or natural person has submitted false information or failed to provide required information;

- (g) the Parliament has evidence that the beneficiary has committed systemic or recurrent *irregularities, fraud* or serious *breach of obligations* in other Union or Euratom grants awarded to it under similar conditions and such *irregularities, fraud* or *breach of obligations* have a material impact on this grant;
- (h) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has created an entity under a different jurisdiction with the intend to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- (i) a beneficiary or any *related person* has been created with the intend referred to in point (h) or
- (j) the Parliament has sent the beneficiary a *formal notification* asking it to end the participation of its affiliated entity because that entity is in a situation provided for in points (d) to (i) and the beneficiary has failed to request an amendment ending the participation of the entity and reallocating its tasks.

### **II.17.2.2 Procedure for termination**

**Step 1-** Before terminating the Agreement, the Parliament must send a *formal notification* to the beneficiary:

- (a) informing it of:
  - (i) its intention to terminate;
  - (ii) the reasons for termination; and
- (b) requiring it, within 45 calendar days of receiving the *formal notification*:
  - (i) to submit observations; and
  - (ii) in the case of point (b) of Article II.17.2.1, to inform the Parliament of the measures to ensure compliance with the obligations under the Agreement.

**Step 2** — If the Parliament does not receive observations or decides to pursue the procedure despite the observations it has received, it will send a *formal notification* to the beneficiary informing it of the termination and the date on which it takes effect.

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

The termination takes effect:

- (a) for terminations under points (a), (b) and (d) of Article II.17.2.1: on the day specified in the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above);
- (b) for terminations under points (c), (e) to (j) of Article II.17.2.1: on the day after the beneficiary receives the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above).

### **II.17.3 Effects of termination**

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

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

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

The Parliament calculates the final grant amount as referred to in Article II.25 and the balance as referred to in Article I.5.4 on the basis of the reports submitted. Only activities undertaken before the date when the termination takes effect or the end date of the *implementation period* as specified in Article I.2.2, whichever is the earliest, must be taken into account. Where the grant takes the form of reimbursement of costs actually incurred as provided for in Article I.3.2(a)(i), only costs incurred before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not taken into account and are not reimbursed or covered by the grant.

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

- (a) improper termination of the Agreement by the beneficiary within the meaning of Article II.17.1; or
- (b) termination of the Agreement by the Parliament on any of the grounds set out in points (b) to (j) of Article II.17.2.1.

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

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

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

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

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

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

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

## **PART B — FINANCIAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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



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

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

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

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



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

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

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

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

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

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

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

### **II.20.1 Declaring costs and contributions**

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

- (a) for actual costs: the costs it actually incurred for the *action*;
- (b) for flat-rate costs or flat-rate contributions: the amount obtained by applying the flat rate specified in Article I.3.2(b)
- (c) for unit costs or unit contributions: the amount obtained by multiplying the amount per unit specified in Article I.3.2(c) by the actual number of units used or produced;

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

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

- (a) for actual costs: adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records.  
In addition, the beneficiary's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements and with the amounts indicated in the supporting documents;
- (b) for flat-rate costs or flat-rate contributions: adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies.  
The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, for the flat rate applied;
- (c) for unit costs or unit contributions: adequate supporting documents to prove the number of units declared.  
The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared per unit;

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

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

- (a) they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary; and
- (b) the beneficiary ensures that the conditions applicable to it under Articles II.4, II.5, II.6, II.8, II.10, II.11 and II.27 are also applicable to the entity.

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

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

However,

- adjustment to the budget category of volunteers work, if used, always require an amendment;
- the beneficiary may not add costs relating to *subcontracts* not provided for in Annex 1, unless such additional *subcontracts* are approved by the Parliament in accordance with Article II.11.1(d).

#### **ARTICLE II.23 – NON-COMPLIANCE WITH THE REPORTING OBLIGATIONS**

The Parliament may terminate the Agreement as provided for in Article II.17.2.1(b) and may reduce the grant as provided for in Article II.25.4 if the beneficiary:

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

## **ARTICLE II.24 – SUSPENSION OF PAYMENTS AND TIME LINE FOR PAYMENT**

### **II.24.1 Suspension of payments**

#### **II.24.1.1 Grounds for suspension**

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

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

#### **II.24.1.2 Procedure for suspension**

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

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

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

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

The suspension takes effect on the day the Parliament sends *formal notification* of suspension (Step 2).

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

### **II.24.1.3 Effects of suspension**

During the period of suspension of payments the beneficiary is not entitled to submit any requests for payments and supporting documents referred to in Articles I.4.2, I.4.3 and I.4.4.

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.

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

### **II.24.1.4 Resuming payments**

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

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

## **II.24.2 Suspension of the time limit for payments**

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

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

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

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

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

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

If the suspension exceeds two months, the beneficiary may request the Parliament if the suspension will continue.

If the payment deadline has been suspended because the technical reports or financial statements do not comply with the Agreement and the revised report or statement is not submitted or was submitted but is also rejected, the Parliament may terminate the Agreement as provided for in Article II.17.2.1(b) and reduce the grant as provided for in Article II.25.4.

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

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

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

Step 1 — Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs, unit, flat-rate and lump sum contributions

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

Step 3 — Reduction due to the no-profit rule

Step 4 — Reduction due to improper implementation, irregularities, fraud or breach of obligations.

### **II.25.1 Step 1 — Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs, unit, flat-rate and lump sum contributions**

This step is applied as follows:

- (a) If, as provided for in Article I.3.2(a), the grant takes the form of the reimbursement of eligible costs actually incurred, the reimbursement rate specified in that Article is applied to those eligible costs as approved by the Parliament for the corresponding categories of costs, for the beneficiary and its affiliated entities
- (b) If, as provided for in Article I.3.2(a) and (b), the grant takes the form of the reimbursement of eligible unit costs or flat rate costs, the reimbursement rate specified in that Article is applied to those eligible costs as approved by the Parliament for the corresponding categories of costs, for the beneficiary and its affiliated entities;

The accepted amount of volunteers' work for the beneficiary and its affiliated entities must be limited to the following amount, whichever is the lowest:

- (i) the total sources of financing as indicated in the estimated budget set out in Annex III and as accepted by the Parliament multiplied by fifty per cent; or

- (ii) the amount of volunteers' work as indicated in the final financial statement .

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

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

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

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

If volunteers' work is declared as part of direct eligible costs, the final amount of the grant is limited to the amount of total eligible costs and contributions approved by the Parliament minus the amount of volunteers' work approved by the Parliament.

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

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

The profit must be calculated as follows:

- (a) calculate the surplus of the total receipts of the action, over the total eligible costs of the action, as follows:

{ receipts of the action

minus

the consolidated total eligible costs and contributions approved by the Parliament corresponding to the amounts determined in accordance with Step 1 }

The receipts of the action are calculated as follows:

{ the revenue generated by the *action* for the beneficiary and its affiliated entities other than non-profit organisations

plus

the amount obtained following Steps 1 and 2 }

The revenue generated by the *action* is the consolidated revenue established, generated or confirmed for the beneficiary and its affiliated entities other than non-profit organisations on the date on which the request for payment of the balance is drawn up by the beneficiary.

In kind and financial contributions made by third parties are not considered receipts,

- (b) If the amount calculated under (a) is positive, this amount will be deducted from the amount calculated following Steps 1 and 2 in proportion to the final rate of reimbursement of the actual eligible costs of the *action* approved by the Parliament for the categories of costs referred to in Article I.3.2(a).

#### **II.25.4 Step 4 — Reduction due to improper implementation, irregularities, fraud or breach of obligations**

The Parliament may reduce the *maximum amount of the grant* if the *action* has not been implemented properly as described in Annex I (i.e. if it has not been implemented or has been implemented poorly, partially or late), or in case of *irregularity, fraud* or breach of an obligation under the Agreement.

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

Before the Parliament reduces the grant, it must send a *formal notification* to the beneficiary:

- (a) informing it of:
  - (i) its intention to reduce the *maximum amount of the grant*;
  - (ii) the amount by which it intends to reduce the grant;
  - (iii) the reasons for reduction; and
  
- (b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

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

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

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

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

### **ARTICLE II.26 - RECOVERY**

#### **II.26.1 Recovery**

Where an amount is to be recovered under the terms of the Agreement, the beneficiary must repay the Parliament the amount in question.

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

### **II.26.2 Recovery procedure**

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

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

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Parliament decides to pursue the recovery procedure, the Parliament may confirm recovery by sending a *formal notification* to the beneficiary consisting of a 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 Parliament will recover the amount due:

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

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

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

- (b) by drawing on the financial guarantee where provided for in accordance with Article I.5.2 ('drawing on the financial guarantee');
- (c) by taking legal action as provided for in Article II.18.2 or in the Special Conditions or by adopting an enforceable decision as provided for in Article II.18.3.

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

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

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

### **II.26.4 Bank charges**



Bank charges incurred in the recovery process must be borne by the beneficiary, unless Directive 2007/64/EC<sup>7</sup> applies.

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

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

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

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

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

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

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

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

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

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

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

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

The periods set out in the first and second subparagraphs are longer if there are ongoing audits, appeals, litigation or pursuit of claims concerning the grant, including in the cases referred to

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<sup>7</sup> 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.

in Article II.27.7. In such cases, the beneficiary must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed.

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

The beneficiary must provide any information, including information in electronic format, requested by the Parliament or by any other outside body authorised by the Parliament.

If the beneficiary does not comply with the obligation set out in the first subparagraph, the Parliament may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any financing not linked to costs, unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

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

During an on-the-spot visit, the beneficiary must allow Parliament staff and outside personnel authorised by the Parliament 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.

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

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

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any financing not linked to costs, unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

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

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

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

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

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

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

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

- (a) the beneficiary is found to have committed systemic or recurrent *irregularities, fraud or breach of obligations* in other EU or Euratom grants awarded under similar conditions and such *irregularities, fraud or breach of obligations* have a material impact on this grant; and
- (b) the final audit findings are sent to the beneficiary through a *formal notification*, together with the list of grants affected by the findings within the period referred to in Article II.27.1

The extension of findings may lead to:

- (a) the rejection of costs as ineligible;
- (b) reduction of the grant as provided for in Article II.25.4;
- (c) recovery of undue amounts as provided for in Article II.26;
- (d) suspension of payments as provided for in Article II.24.1;
- (e) suspension of the *action* implementation as provided for in Article II.16.2;
- (f) termination as provided for in Article II.17.2.

**II.27.7.2** The Parliament must send a *formal notification* to the beneficiary informing it of the systemic or recurrent irregularities, *fraud or breach of obligations* and of its intention to extend the audit findings, together with the list of grants affected.

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

**Step 1** — The *formal notification* must include:

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

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

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

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

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

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

- (i) that it does not accept the observations or the alternative method proposed;
- (ii) of the revised eligible costs determined by applying the extrapolation method initially notified to the beneficiary.

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

- (i) the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Parliament or on the basis of the revised eligible costs after extrapolation; and
- (ii) the total amount paid to the beneficiary under the Agreement for the implementation of the *action*;

- (b) If the findings concern improper implementation or a breach of another obligation the procedure is as follows:

**Step 1** — The *formal notification* must include:

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

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

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

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

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

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

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

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

## **II.27.8 Rights of OLAF**

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

Under Council Regulation (Euratom, EC) No 2185/96<sup>8</sup> and Regulation (EU, Euratom) No 883/2013<sup>9</sup> OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against *fraud* and other *irregularities*.

Where appropriate, OLAF findings may lead to the Parliament recovering amounts from the beneficiary.

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

## **II.27.9 Rights of the European Court of Auditors and EPPO**

The European Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939 ('the EPPO') have the same rights as the Parliament, particularly the right of access, for the purpose of checks, audits and investigations.

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<sup>8</sup> Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Parliament in order to protect the European Communities' financial interests against fraud and other irregularities.

<sup>9</sup> Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF).

Agreement number: [grant ID to be completed]

<b>HISTORY OF CHANGES</b>		
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1.0	xx.xx.2022	Initial version.