



**EUROPEAN COMMISSION**  
Directorate General Justice and Consumers  
Programme and Financial management



## **GRANT AGREEMENT**

**NUMBER — 101008482 — CP4Europe**

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

**on the one part,**

the **European Union** ('the EU'), represented by the European Commission ('the Commission'),

represented for the purposes of signature of this Agreement by Daniela BANKIER, Head of Unit, Directorate-General for Justice and Consumers, Programme and Financial management,

**and**

**on the other part,**

1. 'the coordinator':

**COUNCIL OF EUROPE - CONSEIL DE L'EUROPE (COE)**, established in AVENUE DE L'EUROPE, STRASBOURG CEDEX 67075, France, represented for the purposes of signing the Agreement by Deputy Secretary General, Gabriella BATTAINI-DRAGONI

and the following other beneficiaries, if they sign their 'Accession Form' (see Annex 3 and Article 40):

2. **COMISSAO NACIONAL DE PROMOCAO DOS DIREITOS E PROTECAO DAS CRIANCAS E JOVENS (CNPDPJ)**, established in PRACA DE LONDRES N 2 PISO 2, LISBOA 1049-056, Portugal, VAT number: PT600086755,

3. **OIKEUSMINISTERIO (MOJ)**, established in ETELAESPLANADI 10, HELSINKI 00023, Finland, VAT number: FI02459747,

4. **INSTITUT REPUBLIKE SLOVENIJE ZA SOCIALNO VARSTVO (IRSSV)**, established in TRZASKA CESTA 2, LJUBLJANA 1000, Slovenia, VAT number: SI13936409,

5. **MINISTRY OF SOCIAL AFFAIRS (MOSA ICE)**, established in Skógarhlíð 6, Reykjavík 105, Iceland,

6. **MINISTERSTVO PRACE A SOCIALNICH VECI CESKE REPUBLIKY (MOLSA)**, established in Na Poříčním právu 376/1, Prague 128 00, Czech Republic,

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

The parties referred to above have agreed to enter into the Agreement under the terms and conditions below.

By signing the Agreement or the Accession Form, the beneficiaries accept the grant and agree to implement the action under their own responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out.

The Agreement is composed of:

Terms and Conditions

Annex 1	Description of the action
Annex 2	Estimated budget for the action
	Annex 2a Not applicable
Annex 3	Accession Forms
Annex 4	Model for the financial statements
Annex 5	Model for the certificate on the financial statements (CFS)
Annex 6	Not applicable

# TERMS AND CONDITIONS

## TABLE OF CONTENTS

<b>CHAPTER 1 GENERAL .....</b>	<b>8</b>
ARTICLE 1 — SUBJECT OF THE AGREEMENT .....	8
<b>CHAPTER 2 ACTION .....</b>	<b>8</b>
ARTICLE 2 — ACTION TO BE IMPLEMENTED .....	8
ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION .....	8
ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS .....	8
4.1 Estimated budget .....	8
4.2 Budget transfers .....	8
<b>CHAPTER 3 GRANT .....</b>	<b>8</b>
ARTICLE 5 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATE AND FORMS OF COSTS .....	8
5.1 Maximum grant amount .....	8
5.2 Form of grant, reimbursement rates and forms of costs .....	9
5.3 Final grant amount — Calculation .....	9
5.4 Revised final grant amount — Calculation .....	10
ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS .....	11
6.1 General conditions for costs to be eligible .....	11
6.2 Specific conditions for costs to be eligible .....	12
6.3 Conditions for costs of affiliated entities to be eligible .....	14
6.4 Ineligible costs .....	14
6.5 Consequences of declaration of ineligible costs .....	15
<b>CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES .....</b>	<b>15</b>
<b>SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION .....</b>	<b>15</b>
ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION .....	15
7.1 General obligation to properly implement the action .....	16
7.2 Consequences of non-compliance .....	16
ARTICLE 8 — RESOURCES TO IMPLEMENT THE ACTION — THIRD PARTY INVOLVED IN THE ACTION .....	16
ARTICLE 8a — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING .....	16
ARTICLE 9 — PURCHASE OF GOODS, WORKS OR SERVICES .....	16

9.1 Rules for purchasing goods, works or services .....	16
9.2 Consequences of non-compliance .....	17
ARTICLE 10 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS .....	17
10.1 Rules for subcontracting action tasks .....	17
10.2 Consequences of non-compliance .....	18
ARTICLE 11 — IMPLEMENTATION OF ACTION TASKS BY AFFILIATED ENTITIES .....	18
ARTICLE 11a — FINANCIAL SUPPORT TO THIRD PARTIES .....	18
11a.1 Rules for providing financial support to third parties .....	18
11a.2 Financial support in the form of prizes .....	18
11a.3 Consequences of non-compliance .....	18
<b>SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION .....</b>	<b>18</b>
ARTICLE 12 — GENERAL OBLIGATION TO INFORM .....	18
12.1 General obligation to provide information upon request .....	18
12.2 Obligation to keep information up to date and to inform about events and circumstances likely to affect the Agreement .....	19
12.3 Consequences of non-compliance .....	19
ARTICLE 13 — KEEPING RECORDS — SUPPORTING DOCUMENTATION .....	19
13.1 Obligation to keep records and other supporting documentation .....	19
13.2 Consequences of non-compliance .....	20
ARTICLE 14 — SUBMISSION OF DELIVERABLES .....	20
14.1 Obligation to submit deliverables .....	20
14.2 Consequences of non-compliance .....	21
ARTICLE 15 — REPORTING — PAYMENT REQUESTS .....	21
15.1 Obligation to submit reports .....	21
15.2 Reporting periods .....	21
15.2a Request(s) for further pre-financing payment(s) .....	21
15.3 Periodic reports — Requests for interim payments .....	21
15.4 Final report — Request for payment of the balance .....	21
15.5 Information on cumulative expenditure incurred .....	22
15.6 Currency for financial statements and conversion into euro .....	22
15.7 Language of reports .....	23
15.8 Consequences of non-compliance .....	23
ARTICLE 16 — PAYMENTS AND PAYMENT ARRANGEMENTS .....	23
16.1 Payments to be made .....	23

16.2 Pre-financing payment(s) — Amount .....	23
16.3 Interim payments — Amount — Calculation .....	23
16.4 Payment of the balance — Amount — Calculation .....	24
16.5 Notification of amounts due .....	24
16.6 Currency for payments .....	24
16.7 Payments to the coordinator — Distribution to the beneficiaries .....	24
16.8 Bank account for payments .....	25
16.9 Costs of payment transfers .....	25
16.10 Date of payment .....	25
16.11 Consequences of non-compliance .....	25
ARTICLE 17 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS .....	26
17.1 Checks, reviews and audits by the Commission .....	26
17.2 Investigations by the European Anti-Fraud Office (OLAF) .....	28
17.3 Checks and audits by the European Court of Auditors (ECA) .....	28
17.4 Checks, reviews, audits and investigations for international organisations .....	28
17.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings .....	28
17.6 Consequences of non-compliance .....	30
ARTICLE 18 — EVALUATION OF THE IMPACT OF THE ACTION .....	30
18.1 Right to evaluate the impact of the action .....	30
18.2 Consequences of non-compliance .....	30
<b>SECTION 3 OTHER RIGHTS AND OBLIGATIONS .....</b>	<b>31</b>
ARTICLE 19 — PRE-EXISTING RIGHTS AND OWNERSHIP OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS) .....	31
19.1 Pre-existing rights and access rights to pre-existing rights .....	31
19.2 Ownership of results and rights of use .....	31
19.3 Consequences of non-compliance .....	31
ARTICLE 20 — CONFLICT OF INTERESTS .....	31
20.1 Obligation to avoid a conflict of interests .....	31
20.2 Consequences of non-compliance .....	31
ARTICLE 21 — CONFIDENTIALITY .....	32
21.1 General obligation to maintain confidentiality .....	32
21.2 Consequences of non-compliance .....	32
ARTICLE 22 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING .....	32

22.1 Communication activities by the beneficiaries .....	32
22.2 Communication activities by the Commission .....	33
22.3 Consequences of non-compliance .....	34
ARTICLE 23 — PROCESSING OF PERSONAL DATA .....	34
23.1 Processing of personal data by the Commission .....	34
23.2 Processing of personal data by the beneficiaries .....	35
23.3 Consequences of non-compliance .....	35
ARTICLE 24 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE COMMISSION .....	35
<b>CHAPTER 5 DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES .....</b>	<b>35</b>
ARTICLE 25 — DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES .....	35
25.1 Roles and responsibilities towards the Commission .....	35
25.2 Internal division of roles and responsibilities .....	36
25.3 Internal arrangements between beneficiaries — Consortium agreement .....	36
<b>CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS — DAMAGES — SUSPENSION — TERMINATION — FORCE MAJEURE .....</b>	<b>37</b>
<b>SECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS .....</b>	<b>37</b>
ARTICLE 26 — REJECTION OF INELIGIBLE COSTS .....	37
26.1 Conditions .....	37
26.2 Ineligible costs to be rejected — Calculation — Procedure .....	37
26.3 Effects .....	37
ARTICLE 27 — REDUCTION OF THE GRANT .....	38
27.1 Conditions .....	38
27.2 Amount to be reduced — Calculation — Procedure .....	38
27.3 Effects .....	38
ARTICLE 28 — RECOVERY OF UNDUE AMOUNTS .....	39
28.1 Amount to be recovered — Calculation — Procedure .....	39
ARTICLE 29 — ADMINISTRATIVE SANCTIONS .....	41
<b>SECTION 2 LIABILITY FOR DAMAGES .....</b>	<b>41</b>
ARTICLE 30 — LIABILITY FOR DAMAGES .....	41
30.1 Liability of the Commission .....	41
30.2 Liability of the beneficiaries .....	41
<b>SECTION 3 SUSPENSION AND TERMINATION .....</b>	<b>41</b>
ARTICLE 31 — SUSPENSION OF PAYMENT DEADLINE .....	41
31.1 Conditions .....	41

31.2 Procedure .....	42
ARTICLE 32 — SUSPENSION OF PAYMENTS .....	42
32.1 Conditions .....	42
32.2 Procedure .....	43
ARTICLE 33 — SUSPENSION OF THE ACTION IMPLEMENTATION .....	43
33.1 Suspension of the action implementation, by the beneficiaries .....	43
33.2 Suspension of the action implementation, by the Commission .....	44
ARTICLE 34 — TERMINATION OF THE AGREEMENT OR OF THE PARTICIPATION OF ONE OR MORE BENEFICIARIES .....	45
34.1 Termination of the Agreement, by the beneficiaries .....	45
34.2 Termination of the participation of one or more beneficiaries, by the beneficiaries .....	45
34.3 Termination of the Agreement or of the participation of one or more beneficiaries, by the Commission .....	47
<b>SECTION 4 FORCE MAJEURE .....</b>	<b>49</b>
ARTICLE 35 — FORCE MAJEURE .....	49
<b>CHAPTER 7 FINAL PROVISIONS .....</b>	<b>50</b>
ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES .....	50
36.1 Form and means of communication .....	50
36.2 Date of communication .....	50
36.3 Addresses for communication .....	51
ARTICLE 37 — INTERPRETATION OF THE AGREEMENT .....	51
37.1 Precedence of the Terms and Conditions over the Annexes .....	51
37.2 Privileges and immunities .....	51
ARTICLE 38 — CALCULATION OF PERIODS, DATES AND DEADLINES .....	51
ARTICLE 39 — AMENDMENTS TO THE AGREEMENT .....	52
39.1 Conditions .....	52
39.2 Procedure .....	52
ARTICLE 40 — ACCESSION TO THE AGREEMENT .....	53
40.1 Accession of the beneficiaries mentioned in the Preamble .....	53
40.2 Addition of new beneficiaries .....	53
ARTICLE 41 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES .....	53
41.1 Applicable law .....	53
41.2 Dispute settlement .....	53
ARTICLE 42 — ENTRY INTO FORCE OF THE AGREEMENT .....	54

## **CHAPTER 1 GENERAL**

### **ARTICLE 1 — SUBJECT OF THE AGREEMENT**

This Agreement sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the beneficiaries for implementing the action set out in Chapter 2.

## **CHAPTER 2 ACTION**

### **ARTICLE 2 — ACTION TO BE IMPLEMENTED**

The grant is awarded for the action entitled ‘**Strengthening National Child Participation Frameworks and Action in Europe — CP4Europe**’ (‘**action**’), as described in Annex 1.

### **ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION**

The duration of the action will be **24 months** as of 01/04/2021 (‘**starting date of the action**’).

### **ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS**

#### **4.1 Estimated budget**

The ‘**estimated budget**’ for the action is set out in Annex 2.

It contains the estimated eligible costs and the forms of costs, broken down by beneficiary and budget category (see Articles 5, 6).

#### **4.2 Budget transfers**

The estimated budget breakdown indicated in Annex 2 may be adjusted — without an amendment (see Article 39) — by transfers of amounts between beneficiaries, budget categories and/or forms of costs set out in Annex 2, if the action is implemented as described in Annex 1.

However :

- the beneficiaries may not add costs relating to subcontracts not provided for in Annex 1, unless such additional subcontracts are approved by an amendment or in accordance with Article 10;
- the transfers between budget categories must stay below 20% of the total costs for the action set out in Annex 2, unless they are approved by an amendment.

## **CHAPTER 3 GRANT**

### **ARTICLE 5 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATE AND FORMS OF COSTS**

#### **5.1 Maximum grant amount**



The '**maximum grant amount**' is **EUR 760,299.20** (seven hundred and sixty thousand two hundred and ninety nine EURO and twenty eurocents).

## 5.2 Form of grant, reimbursement rate and forms of costs

The grant reimburses **80%** of the action's eligible costs (see Article 6) ('**reimbursement of eligible costs grant**') (see Annex 2).

The estimated eligible costs of the action are **EUR 950,374.00** (nine hundred and fifty thousand three hundred and seventy four EURO).

Eligible costs (see Article 6) must be declared under the following forms ('**forms of costs**' or '**cost forms**'):

- (a) for **direct personnel costs**: as actually incurred costs ('**actual costs**')
- (b) for **direct travel and subsistence costs**: as actually incurred costs (**actual costs**);
- (c) for **direct costs of subcontracting**: as actually incurred costs (**actual costs**);
- (d) for direct costs of **providing financial support to third parties**: not applicable;
- (e) for **other direct costs**: as actually incurred costs ('**actual costs**');
- (f) for **indirect costs**: on the basis of a flat-rate applied as set out in Article 6.2.Point F ('**flat-rate costs**');

## 5.3 Final grant amount — Calculation

The '**final grant amount**' depends on the actual extent to which the action is implemented in accordance with the Agreement's terms and conditions.

This amount is calculated by the Commission — when the payment of the balance is made — in the following steps:

- Step 1 – Application of the reimbursement rate to the eligible costs
- Step 2 – Limit to the maximum grant amount
- Step 3 – Reduction due to the no-profit rule
- Step 4 – Reduction due to substantial errors, irregularities or fraud or serious breach of obligations

### 5.3.1 Step 1 — Application of the reimbursement rate to the eligible costs

The reimbursement rate (see Article 5.2) is applied to the eligible costs (actual costs and flat-rate costs; see Article 6) declared by the beneficiaries (see Article 15) and approved by the Commission (see Article 16).

### 5.3.2 Step 2 — Limit to the maximum grant amount

If the amount obtained following Step 1 is higher than the maximum grant amount set out in Article 5.1, it will be limited to the latter.

### 5.3.3 Step 3 — Reduction due to the no-profit rule

The grant must not produce a profit.

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

The ‘**action’s total eligible costs**’ are the consolidated total eligible costs approved by the Commission.

The ‘**action’s total receipts**’ are the consolidated total receipts generated during its duration (see Article 3).

The following are considered **receipts**:

- (a) income generated by the action;
- (b) financial contributions given by third parties to the beneficiary, specifically to be used for costs that are eligible under the action.

The following are however **not** considered receipts:

- (a) financial contributions by third parties, if they may be used to cover costs other than the eligible costs (see Article 6);
- (b) financial contributions by third parties with no obligation to repay any amount unused at the end of the period set out in Article 3.

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the eligible actual costs approved by the Commission (as compared to the amount calculated following Steps 1 and 2).

### 5.3.4 Step 4 — Reduction due to substantial errors, irregularities or fraud or serious breach of obligations

If the grant is reduced (see Article 27), the Commission will calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations, in accordance with Article 27.2) from the maximum grant amount set out in Article 5.1.

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

- the amount obtained following Steps 1 to 3 or
- the reduced grant amount following Step 4.

## 5.4 Revised final grant amount — Calculation

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations;

see Article 17) — the Commission rejects costs (see Article 26) or reduces the grant (see Article 27), it will calculate the ‘**revised final grant amount**’ for the action or for the beneficiary concerned.

This amount is calculated by the Commission on the basis of the findings, as follows:

- in case of **rejection of costs**: by applying the reimbursement rate to the *revised* eligible costs approved by the Commission for the beneficiary concerned;
- in case of **reduction of the grant**: by deducting the amount of the reduction (calculated in proportion to the seriousness of the substantial errors, irregularities or fraud or breach of obligations, in accordance with Article 27.2) from the maximum grant amount set out in Article 5.1 or from the maximum EU contribution indicated for the beneficiary in the estimated budget (see Annex 2).

In case of **rejection of costs and reduction of the grant**, the revised final grant amount will be the lower of the two amounts above.

## ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

### 6.1 General conditions for costs to be eligible

‘**Eligible costs**’ are costs that meet the following criteria:

(a) for **actual costs**:

- (i) they must be actually incurred by the beneficiary;
- (ii) they must be incurred in the period set out in Article 3, with the exception of costs relating to the submission of the final report (see Article 15);
- (iii) they must be indicated in the estimated budget set out in Annex 2;
- (iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation;
- (v) they must be identifiable and verifiable, in particular recorded in the beneficiary’s accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary’s usual cost accounting practices;
- (vi) they must comply with the applicable national law on taxes, labour and social security, and
- (vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency;

(b) for **unit costs**: not applicable;

(c) for **flat-rate costs**:

- (i) they must be calculated by applying the flat-rate set out in Annex 2, and

- (ii) the costs (actual costs) to which the flat-rate is applied must comply with the conditions for eligibility set out in this Article;

(d) for **lump sum costs**: not applicable.

## 6.2 Specific conditions for costs to be eligible

Costs are eligible if they comply with the general conditions (see above) and the specific conditions set out below, for each of the following budget categories:

- A. direct personnel costs;
- B. direct travel and subsistence costs;
- C. direct costs of subcontracting;
- D. not applicable;
- E. other direct costs.
- F. indirect costs.

‘Direct costs’ are costs that are directly linked to the action implementation and can therefore be attributed to it directly. They must not include any indirect costs (see Point F below).

‘Indirect costs’ are costs that are not directly linked to the action implementation and therefore cannot be attributed directly to it.

### A. Direct personnel costs

#### Types of eligible personnel costs

A.1 Personnel costs are eligible if they are related to personnel working for the beneficiary under an employment contract (or equivalent appointing act) and assigned to the action (**‘costs for employees (or equivalent)’**). They must be limited to salaries, social security contributions, taxes and other costs included in the **remuneration**, if they arise from national law or the employment contract (or equivalent appointing act).

They may also include **additional remuneration** for personnel assigned to the action (including payments on the basis of supplementary contracts regardless of their nature), if:

- (a) it is part of the beneficiary’s usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required;
- (b) the criteria used to calculate the supplementary payments are objective and generally applied by the beneficiary, regardless of the source of funding used.

A.2 The **costs for natural persons working under a direct contract** with the beneficiary other than an employment contract or **seconded by a third party against payment** are eligible personnel costs, if:

- (a) the person works under the beneficiary’s instructions and, unless otherwise agreed with the beneficiary, on the beneficiary’s premises;
- (b) the result of the work carried out belongs to the beneficiary, and

- (c) the costs are not significantly different from those for personnel performing similar tasks under an employment contract with the beneficiary.

### **Calculation**

Personnel costs must be calculated by the beneficiaries as follows:

{hourly rate  
multiplied by  
number of actual hours worked on the action}.

The number of actual hours declared for a person must be identifiable and verifiable (see Article 13).

The total number of hours declared in EU or Euratom grants, for a person for a year, cannot be higher than the annual productive hours used for the calculations of the hourly rate. Therefore, the maximum number of hours that can be declared for the grant are:

{number of annual productive hours for the year (see below)  
minus  
total number of hours declared by the beneficiary, for that person for that year, for other EU or Euratom grants}.

The ‘**hourly rate**’ is calculated as follows:

{actual annual personnel costs for the person  
divided by  
number of individual annual productive hours}.

using the personnel costs and the number of annual productive hours for each full financial year covered by the reporting period concerned. If a financial year is not closed at the end of the reporting period, the beneficiaries must use the hourly rate of the last closed financial year available.

The ‘number of individual annual productive hours’ is the total actual hours worked by the person in the year. It may not include holidays and other absences (such as sick leave, maternity leave, special leave, etc). However, it may include overtime and hours spent in meetings, trainings and other similar activities.

### **B. Direct travel and subsistence costs**

**Travel and subsistence costs** (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by beneficiaries that are not public bodies acting as public authority) are eligible if they are in line with the beneficiary’s usual practices on travel.

**C. Direct costs of subcontracting** (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by beneficiaries that are not public bodies acting as public authority) are eligible if the conditions in Article 10.1.1 are met.

### **D. Direct costs of providing financial support to third parties**

Not applicable

## E. Other direct costs

- E.1 The **depreciation costs of equipment, infrastructure or other assets** (new or second-hand) as recorded in the beneficiary's accounts are eligible, if they were purchased in accordance with Article 9.1.1 and written off in accordance with international accounting standards and the beneficiary's usual accounting practices.

The **costs of renting or leasing** equipment, infrastructure or other assets (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by beneficiaries that are not public bodies acting as public authority) are also eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees.

The only portion of the costs that will be taken into account is that which corresponds to the duration of the action and rate of actual use for the purposes of the action.

- E.2 **Costs of other goods and services** (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by beneficiaries that are not public bodies acting as public authority) are eligible, if they are purchased specifically for the action and in accordance with Article 9.1.1.

Such goods and services include, for instance, consumables and supplies, dissemination, protection of results, certificates on the financial statements (if they are required by the Agreement), translations and publications.

## F. Indirect costs

**Indirect costs** are eligible if they are declared on the basis of the flat-rate of 7% of the eligible direct costs (see Article 5.2 and Points A to E above).

Beneficiaries receiving an operating grant<sup>1</sup> financed by the EU or Euratom budget cannot declare indirect costs for the period covered by the operating grant.

### 6.3 Conditions for costs of affiliated entities to be eligible

Not applicable

### 6.4 Ineligible costs

'**Ineligible costs**' are:

- (a) costs that do not comply with the conditions set out above (Article 6.1 to 6.3), in particular:

<sup>1</sup> For the definition, see Article 121(1)(b) of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 218, 26.10.2012, p.1) ('**Financial Regulation No 966/2012**'): '**operating grant**' means direct financial contribution, by way of donation, from the budget in order to finance the functioning of a body which pursues an aim of general EU interest or has an objective forming part of and supporting an EU policy.

- (i) costs related to return on capital;
- (ii) debt and debt service charges;
- (iii) provisions for future losses or debts;
- (iv) interest owed;
- (v) doubtful debts;
- (vi) currency exchange losses;
- (vii) bank costs charged by the beneficiary's bank for transfers from the Commission;
- (viii) excessive or reckless expenditure;
- (ix) deductible VAT;
- (x) costs incurred during suspension of the implementation of the action (see Article 33);
- (xi) in-kind contributions provided by third parties;
- (b) costs declared under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget); in particular, indirect costs if the beneficiary is already receiving an operating grant financed by the EU or Euratom budget in the same period;
- (c) costs for staff of a national (or local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant);
- (d) costs (especially travel and subsistence costs) for staff or representatives of EU institutions, bodies or agencies;
- (e) costs for activities that do not take place in one of the eligible countries set out in the call for proposals — unless approved by the Commission.

## **6.5 Consequences of declaration of ineligible costs**

Declared costs that are ineligible will be rejected (see Article 26).

This may also lead to any of the other measures described in Chapter 6.

## **CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION**

#### **ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION**



## **7.1 General obligation to properly implement the action**

The beneficiaries must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law.

## **7.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 8 — RESOURCES TO IMPLEMENT THE ACTION — THIRD PARTY INVOLVED IN THE ACTION**

The beneficiaries must have the appropriate resources to implement the action.

If it is necessary to implement the action, the beneficiaries may:

- purchase goods, works and services (see Article 9);
- call upon subcontractors to implement action tasks described in Annex 1 (see Article 10).

In these cases, the beneficiaries retain sole responsibility towards the Commission and the other beneficiaries for implementing the action.

## **ARTICLE 8a — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING**

Not applicable

## **ARTICLE 9 — PURCHASE OF GOODS, WORKS OR SERVICES**

### **9.1 Rules for purchasing goods, works or services**

9.1.1 If necessary to implement the action, the beneficiaries may purchase goods, works or services.

The beneficiaries must make such purchases ensuring the best value for money or, if appropriate, the lowest price. In doing so, they must avoid any conflict of interests (see Article 20).

The beneficiaries must ensure that the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 17 and 18 also towards their contractors.



9.1.2 Beneficiaries that are ‘contracting authorities’ within the meaning of Directive 2004/18/EC<sup>2</sup> (or 2014/24/EU<sup>3</sup>) or ‘contracting entities’ within the meaning of Directive 2004/17/EC<sup>4</sup> (or 2014/25/EU<sup>5</sup>) must comply with the applicable national law on public procurement.

## 9.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under Article 9.1.1, the costs related to the contract concerned will be ineligible (see Article 6) and will be rejected (see Article 26).

If a beneficiary breaches any of its obligations under Article 9.1.2, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

## ARTICLE 10 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS

### 10.1 Rules for subcontracting action tasks

10.1.1 If necessary to implement the action, the beneficiaries may award subcontracts covering the implementation of certain action tasks described in Annex 1.

Subcontracting may cover only a limited part of the action.

The beneficiaries must award the subcontracts ensuring the best value for money or, if appropriate, the lowest price. In doing so, they must avoid any conflict of interests (see Article 20).

The tasks to be implemented and the estimated cost for each subcontract must be set out in Annex 1 and the total estimated costs of subcontracting per beneficiary must be set out in Annex 2. The Commission may however approve subcontracts not set out in Annex 1 and 2 without amendment (see Article 39), if:

- they are specifically justified in the technical report and
- they do not entail changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

The beneficiaries must ensure that the subcontracted work is performed in one of the eligible countries set out in the call for proposals (‘place of performance obligation’) — unless otherwise approved by the Commission.

<sup>2</sup> Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public work contracts, public supply contracts and public service contracts (OJ L 134, 30.04.2004, p. 114).

<sup>3</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 (OJ L 94, 28.3.2014, p. 65).

<sup>4</sup> Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors (OJ L 134, 30.04.2004, p. 1).

<sup>5</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 (OJ L 94, 28.3.2014, p. 243).

The beneficiaries must ensure that the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 17 and 18 also towards their subcontractors.

10.1.2 The beneficiaries must ensure that their obligations under Articles 20, 21, 22 and 30 also apply to the subcontractors.

Beneficiaries that are ‘contracting authorities’ within the meaning of Directive 2004/18/EC (or 2014/24/EU) or ‘contracting entities’ within the meaning of Directive 2004/17/EC (or 2014/25/EU) must comply with the applicable national law on public procurement.

## **10.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under Article 10.1.1, the costs related to the subcontract concerned will be ineligible (see Article 6) and will be rejected (see Article 26).

If a beneficiary breaches any of its obligations under Article 10.1.2, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 11 — IMPLEMENTATION OF ACTION TASKS BY AFFILIATED ENTITIES**

Not applicable

## **ARTICLE 11a — FINANCIAL SUPPORT TO THIRD PARTIES**

### **11a.1 Rules for providing financial support to third parties**

Not applicable

### **11a.2 Financial support in the form of prizes**

Not applicable

### **11a.3 Consequences of non-compliance**

Not applicable

## **SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION**

## **ARTICLE 12 — GENERAL OBLIGATION TO INFORM**

### **12.1 General obligation to provide information upon request**

The beneficiaries must provide — during implementation of the action or afterwards and in accordance with article 25.2 — any information requested in order to verify eligibility of the costs, proper implementation of the action and compliance with the other obligations under the Agreement.

## 12.2 Obligation to keep information up to date and to inform about events and circumstances likely to affect the Agreement

Each beneficiary must keep information stored in the Participant Portal Beneficiary Register (via the electronic exchange system; see Article 36) up to date, in particular, its name, address, legal representatives, legal form and organisation type.

Each beneficiary must immediately inform the coordinator — which must immediately inform the Commission and the other beneficiaries — of any of the following:

- (a) **events** which are likely to affect significantly or delay the implementation of the action or the EU's financial interests, in particular:
  - (i) changes in its legal, financial, technical, organisational or ownership situation
- (b) **circumstances** affecting:
  - (i) the decision to award the grant or
  - (ii) compliance with requirements under the Agreement.

## 12.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

# ARTICLE 13 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

## 13.1 Obligation to keep records and other supporting documentation

The beneficiaries must — for a period of **five years after the payment of the balance** — keep records and other supporting documentation in order to prove the proper implementation of the action and the costs they declare as eligible.

They must make them available upon request (see Article 12) or in the context of checks, reviews, audits or investigations (see Article 17).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Articles 17), the beneficiaries must keep the records and other supporting documentation until the end of these procedures.

The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The Commission may accept non-original documents if they considers that they offer a comparable level of assurance.

### 13.1.1 Records and other supporting documentation on the technical implementation

The beneficiaries must keep records and other supporting documentation on the technical implementation of the action, in line with the accepted standards in the respective field.



### 13.1.2 Records and other documentation to support the costs declared

The beneficiaries must keep the records and documentation supporting the costs declared, in particular the following:

- (a) for **actual costs**: adequate records and other supporting documentation to prove the costs declared, such as contracts, subcontracts, invoices and accounting records. In addition, the beneficiaries' usual cost accounting practices and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documentation;
- (b) for **unit costs**: not applicable;
- (c) for **flat-rate costs**: adequate records and other supporting documentation to prove the eligibility of the costs to which the flat-rate is applied. The beneficiaries do not need to identify the costs covered or provide supporting documentation (such as accounting statements) to prove the amount declared at a flat-rate.
- (d) for **lump sum costs**: not applicable.

In addition, for **personnel costs** (declared as actual costs), the beneficiaries must keep **time records** for the number of hours declared. The time records must be in writing and approved by the persons working on the action and their supervisors, at least monthly. In the absence of reliable time records of the hours worked on the action, the Commission may accept alternative evidence supporting the number of hours declared, if it considers that it offers an adequate level of assurance.

As an exception, for **persons working exclusively on the action**, there is no need to keep time records, if the beneficiary signs a **declaration** confirming that the persons concerned have worked exclusively on the action.

## 13.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 26), and the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

## ARTICLE 14 — SUBMISSION OF DELIVERABLES

### 14.1 Obligation to submit deliverables

The coordinator must submit:

- a **mid-term progress report** on the implementation of the action, within 30 days after half of the reporting period set out in Article 15.2 has passed;
- the '**deliverables**' identified in Annex 1, in accordance with the timing and conditions set out in it.

## 14.2 Consequences of non-compliance

If the coordinator breaches any of its obligations under this Article, the Commission may apply any of the measures described in Chapter 6.

## ARTICLE 15 — REPORTING — PAYMENT REQUESTS

### 15.1 Obligation to submit reports

The coordinator must submit to the Commission (see Article 36) the technical and financial report(s) set out in this Article. This report includes the request(s) for payment and must be drawn up using the forms and templates provided in the electronic exchange system (see Article 36).

### 15.2 Reporting periods

The action has one ‘**reporting period**’:

- RP1: from month 1 to month 24

### 15.2a Request(s) for further pre-financing payment(s)

Not applicable

### 15.3 Periodic reports — Requests for interim payments

Not applicable

### 15.4 Final report — Request for payment of the balance

The coordinator must submit — within 60 days following the end of the reporting period — a final report, which includes the request for payment of the balance.

The **final report** must include the following:

- (a) a ‘**final technical report**’ containing:

- (i) an **explanation of the work carried out** by the beneficiaries;
- (ii) an **overview of the implementation** of the action, including milestones and deliverables identified in Annex 1.

This report must include explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out;

- (iii) a summary for publication by the Commission;
- (iv) the answers to the ‘**questionnaire**’: not applicable;

- (b) a ‘**final financial report**’ containing:

- (i) an ‘**individual financial statement**’ (see Annex 4) from each beneficiary, for the reporting period.

The individual financial statement must detail the eligible costs (actual costs and flat-rate costs; see Article 6) for each budget category (see Annex 2).

The beneficiaries must declare all eligible costs, even if — for actual costs and flat-rate costs — they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts which are not declared in the individual financial statement will not be taken into account by the Commission.

The individual financial statements must also detail the **receipts of the action** (see Article 5.3.3).

Each beneficiary must **certify** that:

- the information provided is full, reliable and true;
  - the costs declared are eligible (see Article 6);
  - the costs can be substantiated by adequate records and supporting documentation (see Article 13) that will be produced upon request (see Article 12) or in the context of checks, reviews, audits and investigations (see Article 17), and
  - that all the receipts have been declared (see Article 5.3.3);
- (ii) an **explanation of the use of resources** and the information on subcontracting (see Article 10) from each beneficiary, for the reporting period concerned;
- (iii) not applicable;
- (iv) a ‘**final summary financial statement**’, created automatically by the electronic exchange system, consolidating the individual financial statement(s) for the reporting period and including the **request for payment of the balance**;
- (v) a ‘**certificate on the financial statements**’ (drawn up in accordance with Annex 5) for each beneficiary, if:
- it requests an EU contribution of EUR 325 000 or more as reimbursement of actual costs and
  - the maximum EU contribution indicated, for that beneficiary, in the estimated budget (see Annex 2) as reimbursement of actual costs is EUR 750 000 or more.

## 15.5 Information on cumulative expenditure incurred

Not applicable

## 15.6 Currency for financial statements and conversion into euro



Financial statements must be drafted in euro.

Beneficiaries with accounting established in a currency other than the euro must convert the costs recorded in their accounts into euro, at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union*, calculated 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, they must be converted at the average of the monthly accounting rates published on the Commission's website, calculated over the corresponding reporting period.

Beneficiaries with accounting established in euro must convert costs incurred in another currency into euro according to their usual accounting practices.

### **15.7 Language of reports**

All report(s) (including financial statements) must be submitted in the language of the Agreement.

### **15.8 Consequences of non-compliance**

If the report(s) submitted do not comply with this Article, the Commission may suspend the payment deadline (see Article 31) and apply any of the other measures described in Chapter 6.

If the coordinator breaches its obligation to submit the report(s) and if it fails to comply with this obligation within 30 days following a written reminder, the Commission may terminate the Agreement (see Article 34) or apply any of the other measures described in Chapter 6.

## **ARTICLE 16 — PAYMENTS AND PAYMENT ARRANGEMENTS**

### **16.1 Payments to be made**

The following payments will be made to the coordinator:

- a **pre-financing payment**;
- one **payment of the balance**, on the basis of the request for payment of the balance (see Article 15).

### **16.2 Pre-financing payment(s) — Amount**

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

It remains the property of the EU until the payment of the balance.

The amount of the pre-financing payment will be EUR **608,239.36** (six hundred and eight thousand two hundred and thirty nine EURO and thirty six eurocents).

The Commission will — except if Article 32 applies — make the pre-financing payment to the coordinator within 30 days from the accession of all beneficiaries to the Agreement (see Article 40).

### **16.3 Interim payments — Amount — Calculation**



Not applicable

#### **16.4 Payment of the balance — Amount — Calculation**

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

If the total amount of earlier payments is greater than the final grant amount (see Article 5.3), the payment of the balance takes the form of a recovery (see Article 28).

If the total amount of earlier payments is lower than the final grant amount, the Commission will pay the balance within 90 days from receiving the final report (see Article 15.4), except if Articles 31 or 32 apply.

Payment is subject to the approval of the final report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

The **amount due as the balance** is calculated by the Commission by deducting the total amount of pre-financing and interim payments (if any) already made, from the final grant amount determined in accordance with Article 5.3:

$$\begin{aligned} & \{ \text{final grant amount (see Article 5.3)} \\ & \text{minus} \\ & \{ \text{pre-financing and interim payments (if any) made} \} \}. \end{aligned}$$

If the balance is positive, it will be paid to the coordinator.

The amount to be paid may however be offset — without the beneficiaries' consent — against any other amount owed by a beneficiary to the Commission or an executive agency (under the EU or Euratom budget), up to the maximum EU contribution indicated, for that beneficiary, in the estimated budget (see Annex 2).

If the balance is negative, it will be recovered from the coordinator (see Article 28).

#### **16.5 Notification of amounts due**

When making payments, the Commission will formally notify to the coordinator the amount due, specifying that it concerns the payment of the balance.

For the payment of the balance, the notification will also specify the final grant amount.

In the case of reduction of the grant or recovery of undue amounts, the notification will be preceded by the contradictory procedure set out in Articles 27 and 28.

#### **16.6 Currency for payments**

The Commission will make all payments in euro.

#### **16.7 Payments to the coordinator — Distribution to the beneficiaries**



Payments will be made to the coordinator.

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

The coordinator must distribute the payments between the beneficiaries without unjustified delay.

### 16.8 Bank account for payments

All payments will be made to the following bank account:

Name of bank: SOCIETE GENERALE  
Full name of the account holder: CONSEIL DE L EUROPE  
Full account number (including bank codes):  
IBAN code: FR7630003023600015001718672

### 16.9 Costs of payment transfers

The cost of the payment transfers is borne as follows:

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

### 16.10 Date of payment

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

### 16.11 Consequences of non-compliance

16.11.1 If the Commission does not pay within the payment deadlines (see above), the beneficiaries are entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('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 payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

If the late-payment interest is lower than or equal to EUR 200, it will be paid to the coordinator only upon request submitted within two months of receiving the late payment.

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

Suspension of the payment deadline or payments (see Articles 31 and 32) will not be considered as late payment.

Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

Late-payment interest is not considered for the purposes of calculating the final grant amount.

16.11.2 If the coordinator breaches any of its obligations under this Article, the grant may be reduced (see Article 27) and the Agreement or the participation of the coordinator may be terminated (see Article 34).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 17 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS**

### **17.1 Checks, reviews and audits by the Commission**

#### **17.1.1 Right to carry out checks**

The Commission will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose, the Commission may be assisted by external persons or bodies.

The Commission may also request additional information in accordance with Article 12. The Commission may request the beneficiaries to provide such information to it directly.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

#### **17.1.2 Right to carry out reviews**

The Commission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports) and compliance with the obligations under the Agreement.

Reviews may be started **up to five years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Articles 9 to 11a), the beneficiary concerned must inform the third party.

The Commission may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The Commission may request beneficiaries to provide such information to it directly.

The coordinator or beneficiary concerned may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a '**review report**' will be drawn up.

The Commission will formally notify the review report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations ('**contradictory review procedure**').

Reviews (including review reports) are in the language of the Agreement.

### 17.1.3 Right to carry out audits

The Commission may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started **up to five years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Articles 9 to 11 a), the beneficiary concerned must inform the third party.

The Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. The Commission may request beneficiaries to provide such information to it directly.

For **on-the-spot** audits, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a '**draft audit report**' will be drawn up.

The Commission will formally notify the draft audit report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations ('**contradictory audit procedure**'). This period may be extended by the Commission in justified cases.

The ‘**final audit report**’ will take into account observations by the coordinator or beneficiary concerned. The report will be formally notified to it.

Audits (including audit reports) are in the language of the Agreement.

The Commission may also access the beneficiaries’ statutory records for the periodical assessment of flat-rate amounts.

## **17.2 Investigations by the European Anti-Fraud Office (OLAF)**

Under Regulations No 883/2013<sup>7</sup> and No 2185/96<sup>8</sup> (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

## **17.3 Checks and audits by the European Court of Auditors (ECA)**

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012<sup>9</sup>, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

## **17.4 Checks, reviews, audits and investigations for international organisations**

In conformity with its financial regulations, the European Union, including the European Anti-Fraud Office (OLAF) and the European Court of Auditors (ECA), may undertake, including on the spot, checks, reviews audits and investigations.

This Article will be applied in accordance with any specific agreement concluded in this respect by the international organisation and the European Union.

## **17.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings**

### **17.5.1 Findings in this grant**

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead

---

<sup>7</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) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.09.2013, p. 1).

<sup>8</sup> Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).

<sup>9</sup> Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, EURATOM) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

to the rejection of ineligible costs (see Article 26), reduction of the grant (see Article 27), recovery of undue amounts (see Article 28) or to any of the other measures described in Chapter 6.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 39).

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU or Euratom grants awarded under similar conditions (**‘extension of findings from this grant to other grants’**).

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

### 17.5.2 Findings in other grants

The Commission may extend findings from other grants to this grant (**‘extension of findings from other grants to this grant’**), if:

- (a) the beneficiary concerned is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — **no later than five years after the payment of the balance** of this grant.

The extension of findings may lead to the rejection of costs (see Article 26), reduction of the grant (see Article 27), recovery of undue amounts (see Article 28), suspension of payments (see Article 32), suspension of the action implementation (see Article 33) or termination (see Article 34).

### 17.5.3 Procedure

The Commission will formally notify the beneficiary concerned the systemic or recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

17.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

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

(ii) does not submit revised financial statements.

The beneficiary concerned has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the Commission in justified cases.

The Commission may then start a rejection procedure in accordance with Article 26, either on the basis of the revised financial statements, the alternative method or the correction rate announced.

17.5.3.2 If the findings concern **substantial errors, irregularities or fraud or serious breach of obligations**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the flat-rate the Commission intends to apply according to the principle of proportionality.

The beneficiary concerned has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

The Commission may then start a reduction procedure in accordance with Article 27, either on the basis of the alternative flat-rate or the flat-rate announced.

## 17.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 6) and will be rejected (see Article 26).

Such breaches may also lead to any of the other measures described in Chapter 6.

## ARTICLE 18 — EVALUATION OF THE IMPACT OF THE ACTION

### 18.1 Right to evaluate the impact of the action

The Commission may carry out interim and final evaluations of the impact of the action measured against the objective of the EU programme.

Evaluations may be started during implementation of the action and **up to five years after the payment of the balance**. The evaluation is considered to start on the date of the formal notification to the coordinator or beneficiaries.

The Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The coordinator or beneficiaries must provide any information relevant to evaluate the impact of the action, including information in electronic format.

### 18.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the Commission may apply the measures described in Chapter 6.

## **SECTION 3 OTHER RIGHTS AND OBLIGATIONS**

### **ARTICLE 19 — PRE-EXISTING RIGHTS AND OWNERSHIP OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

#### **19.1 Pre-existing rights and access rights to pre-existing rights**

Where industrial and intellectual property rights (including rights of third parties) exist prior to the Agreement, the beneficiaries must establish a list of these pre-existing industrial and intellectual property rights, specifying the owner and any persons that have a right of use.

The coordinator must — before starting the action — submit this list to the Commission.

Each beneficiary must give the other beneficiaries access to any pre-existing industrial and intellectual property rights needed for the implementation of the action and compliance with the obligations under the Agreement.

#### **19.2 Ownership of results and rights of use**

The results of the action (including the reports and other documents relating to it) are owned by the beneficiaries.

The beneficiaries must give the Commission the right to use the results for their communication activities under Article 22.

#### **19.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such a breach may also lead to any of the other measures described in Chapter 6.

### **ARTICLE 20 — CONFLICT OF INTERESTS**

#### **20.1 Obligation to avoid a conflict of interests**

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (‘**conflict of interests**’).

They must formally notify to the Commission without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

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

#### **20.2 Consequences of non-compliance**





If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27) and the Agreement may be terminated (see Article 34).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 21 — CONFIDENTIALITY**

### **21.1 General obligation to maintain confidentiality**

During implementation of the action and **for five years after the payment of the balance**, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (**‘confidential information’**).

They may use confidential information to implement the Agreement.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information becomes generally and publicly available, without breaching any confidentiality obligation;
- (c) the disclosure of the confidential information is required by EU or national law.

### **21.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 22 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING**

### **22.1 Communication activities by the beneficiaries**

#### **22.1.1 General obligation to promote the action and its results**

The beneficiaries must promote the action and its results.

#### **22.1.2 Information on EU funding — Obligation and right to use the EU emblem**

Unless the Commission requests or agrees otherwise, any communication activity related to the action (including at conferences, seminars, in information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via social media, etc.) and any infrastructure, equipment or major result funded by the grant must:

- display the EU emblem and
- include the following text:

“This [insert appropriate description, e.g. report, publication, conference, infrastructure, equipment, insert



type of result, etc.] was funded by the European Union's Rights, Equality and Citizenship Programme (2014-2020)."

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

For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Commission.

This does not, however, give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

### 22.1.3 Disclaimer excluding Commission responsibility

Any communication activity related to the action must indicate the following disclaimer:

"The content of this [insert appropriate description, e.g. report, publication, conference, etc.] represents the views of the author only and is his/her sole responsibility. The European Commission does not accept any responsibility for use that may be made of the information it contains."

## 22.2 Communication activities by the Commission

### 22.2.1 Right to use beneficiaries' materials, documents or information

The Commission may use information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from any beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 21, which still apply.

The right to use a beneficiary's materials, documents and information includes:

- (a) **use for its own purposes** (in particular, making them available to persons working for the Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;

- (e) giving **access in response to individual requests** under Regulation No 1049/2001<sup>10</sup>, without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Commission.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiaries), the Commission will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the European Union (EU) under conditions.”

### 22.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

## ARTICLE 23 — PROCESSING OF PERSONAL DATA

### 23.1 Processing of personal data by the Commission

Any personal data under the Agreement will be processed by the Commission under Regulation No 45/2001<sup>11</sup> and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the Commission (publicly accessible in the DPO register).

Such data will be processed by the ‘**data controller**’ of the Commission for the purposes of implementing, managing and monitoring the Agreement or protecting the financial interests of the EU or Euratom (including checks, reviews, audits and investigations; see Article 17).

The persons whose personal data are processed have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller, via the contact point indicated in the privacy statement(s) on the Commission websites.

<sup>10</sup> Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.

<sup>11</sup> Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.01.2001, p. 1).

They also have the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

### **23.2 Processing of personal data by the beneficiaries**

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

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

The beneficiaries must inform the personnel whose personal data are collected and processed by the Commission. For this purpose, they must provide them with the privacy statement(s) (see above), before transmitting their data to the Commission.

### **23.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under Article 23.2, the Commission may apply any of the measures described in Chapter 6.

## **ARTICLE 24 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE COMMISSION**

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

If the Commission has not accepted the assignment or the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiaries from their obligations towards the Commission.

## **CHAPTER 5 DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES**

### **ARTICLE 25 — DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES**

#### **25.1 Roles and responsibilities towards the Commission**

The beneficiaries have full responsibility for implementing the action and complying with the Agreement.

The beneficiaries are jointly and severally liable for the **technical implementation** of the action as described in Annex 1. If a beneficiary fails to implement its part of the action, the other beneficiaries become responsible for implementing this part (without being entitled to any additional EU funding for doing so), unless the Commission expressly relieves them of this obligation.

The **financial responsibility** of each beneficiary is governed by Articles 28, 29 and 30.

## 25.2 Internal division of roles and responsibilities

The internal roles and responsibilities of the beneficiaries are divided as follows:

(a) Each **beneficiary** must:

- (i) keep information stored in the Participant Portal Beneficiary Register (via the electronic exchange system) up to date (see Article 12);
- (ii) inform the coordinator immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 12);
- (iii) submit to the coordinator in good time:
  - individual financial statement(s) for itself and, if required, certificates on the financial statement(s) (see Article 15);
  - the data needed to draw up the technical report(s) (see Article 15);
  - any other documents or information required by the Commission under the Agreement, unless the Agreement requires the beneficiary to submit this information directly.

(b) The **coordinator** must:

- (i) monitor that the action is implemented properly (see Article 7);
- (ii) act as the intermediary for all communications between the beneficiaries and the Commission (in particular, providing the Commission with the information described in Article 12), unless the Agreement specifies otherwise;
- (iii) provide a pre-financing guarantee if requested by the Commission (see Article 16.2);
- (iv) request and review any documents or information required by the Commission and verify their completeness and correctness before passing them on to the Commission;
- (v) submit the deliverables and report(s) to the Commission (see Articles 14 and 15);
- (vi) ensure that all payments are made to the other beneficiaries without unjustified delay (see Article 16);

The coordinator may not subcontract the above-mentioned tasks.

## 25.3 Internal arrangements between beneficiaries — Consortium agreement

The beneficiaries must have internal arrangements regarding their operation and co-ordination to ensure that the action is implemented properly. These internal arrangements must be set out in a written '**consortium agreement**' between the beneficiaries, which may cover:

- internal organisation of the consortium;
- management of access to the electronic exchange system;

- distribution of EU funding;
- additional rules on rights and obligations related to pre-existing rights and results (see Article 19);
- settlement of internal disputes;
- liability, indemnification and confidentiality arrangements between the beneficiaries.

The consortium agreement must not contain any provision contrary to the Agreement.

## **CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — PENALTIES — DAMAGES — SUSPENSION — TERMINATION — FORCE MAJEURE**

### **SECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — PENALTIES**

#### **ARTICLE 26 — REJECTION OF INELIGIBLE COSTS**

##### **26.1 Conditions**

The Commission will — **at the payment of the balance or afterwards** — reject any costs which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 17).

The rejection may also be based on the **extension of findings from other grants to this grant** (see Article 17.5.2).

##### **26.2 Ineligible costs to be rejected — Calculation — Procedure**

Ineligible costs will be rejected in full.

If the rejection of costs does not lead to a recovery (see Article 28), the Commission will formally notify the coordinator or beneficiary concerned of the rejection of costs, the amounts and the reasons why (if applicable, together with the notification of amounts due; see Article 16.5). The coordinator or beneficiary concerned may — within 30 days of receiving notification — formally notify the Commission of its disagreement and the reasons why.

If the rejection of costs leads to a recovery, the Commission will follow the contradictory procedure with pre-information letter set out in Article 28.

##### **26.3 Effects**

If the Commission rejects costs at **the payment of the balance**, it will deduct them from the total eligible costs declared, for the action, in the final summary financial statement (see Article 15.3 and 15.4). It will then calculate payment of the balance as set out in Article 16.3 or 16.4.

If the Commission rejects costs **after the payment of the balance**, it will deduct the amount rejected from the total eligible costs declared, by the beneficiary, in the final summary financial statement. It will then calculate the revised final grant amount as set out in Article 5.4. If the revised final grant amount is lower than the final grant amount, the Commission will recover the difference (see Article 28).

## ARTICLE 27 — REDUCTION OF THE GRANT

### 27.1 Conditions

The Commission may — **at the payment of the balance** or **afterwards** — reduce the grant, if:

- (a) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles) or
- (b) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).

### 27.2 Amount to be reduced — Calculation — Procedure

The amount of the reduction will be proportionate to the seriousness of the errors, irregularities or fraud or breach of obligations.

Before reduction of the grant, the Commission will formally notify a '**pre-information letter**' to the coordinator or beneficiary concerned:

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and
- inviting it to submit observations within 30 days of receiving notification

If the Commission does not receive any observations or decides to pursue reduction despite the observations it has received, it will formally notify **confirmation** of the reduction (if applicable, together with the notification of amounts due; see Article 16).

### 27.3 Effects

If the Commission reduces the grant at the time of **the payment of the balance**, it will calculate the reduced grant amount for the action and then determine the amount due as payment of the balance (see Articles 5.3.4 and 16.4).

If the Commission reduces the grant **after the payment of the balance**, it will calculate the revised final grant amount for the action or for the beneficiary concerned (see Article 5.4). If the revised final grant amount is lower than the final grant amount, the Commission will recover the difference (see Article 28).

## ARTICLE 28 — RECOVERY OF UNDUE AMOUNTS

### 28.1 Amount to be recovered — Calculation — Procedure

The Commission will — **at the payment of the balance or afterwards** — claim back amount that was paid but is not due under the Agreement.

The coordinator is fully liable for repaying debts of the consortium (under the Agreement), even if it has not been the final recipient of those amounts.

In addition, the beneficiaries (including the coordinator) are jointly and severally liable for repaying any debts under the Agreement (including late-payment interest) — up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (as last amended; see Annex 2).

#### 28.1.1 Recovery at payment of the balance

If the payment of the balance takes the form of a recovery (see Article 16.4), the Commission will formally notify a ‘**pre-information letter**’ to the coordinator:

- informing it of its intention to recover, the amount due as the balance and the reasons why and
- inviting the coordinator to submit observations within 30 days of receiving notification.

If no observations are submitted or the Commission decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the coordinator a **debit note** with the terms and the date for payment (together with the notification of amounts due; see Article 16.5).

If payment is not made by the date specified in the debit note, the Commission will **recover** the amount:

- (a) by ‘**offsetting**’ it — without the coordinator’s consent — against any amounts owed to the coordinator by the Commission or an executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU’s financial interests, the Commission may offset before the payment date specified in the debit note;

- (b) not applicable;

- (c) by **holding** the other beneficiaries jointly and severally **liable** — up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (as last amended; see Annex 2)

- (d) by **taking legal action** (see Article 41) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.



If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 16.11, from the day following the payment date in the debit note, up to and including the date the Commission receives full payment of the amount.

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

### 28.1.2 Recovery of amounts after payment of the balance

If — after the payment of the balance — the Commission revised the final grant amount for the action or for the beneficiary concerned (see Article 5.4), due to a rejection of costs or reduction of the grant, and the revised final grant amount is lower than the final grant amount (see Article 5.3), the Commission will:

- if the rejection or reduction does *not* concern a specific beneficiary: claim back the difference from the coordinator (even if it has not been the final recipient of the amount in question)

or

- otherwise: claim back the difference from the beneficiary concerned.

The Commission will formally notify a **pre-information letter** to the coordinator or beneficiary concerned:

- informing it of its intention to recover, the amount to be repaid and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Commission decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the coordinator or beneficiary concerned a **debit note**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Commission will **recover** the amount:

- (a) by '**offsetting**' it — without the coordinator's or beneficiary's consent — against any amounts owed to the coordinator or beneficiary concerned by the Commission or an executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU's financial interests, the Commission may offset before the payment date specified in the debit note;

- (b) by **holding** the other beneficiaries jointly and severally **liable**, up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (as last amended; see Annex 2);



- (c) by **taking legal action** (see Article 41) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 16.11, from the day following the date for payment in the debit note, up to and including the date the Commission receives full payment of the amount.

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

## **ARTICLE 29 — ADMINISTRATIVE SANCTIONS**

In addition to contractual measures, the Commission may also adopt administrative sanctions under Articles 106 and 131(4) of the Financial Regulation No 966/2012 (i.e. exclusion from future procurement contracts, grants and expert contracts and/or financial penalties).

## **SECTION 2 LIABILITY FOR DAMAGES**

### **ARTICLE 30 — LIABILITY FOR DAMAGES**

#### **30.1 Liability of the Commission**

The Commission cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of implementing the Agreement, including for gross negligence.

The Commission cannot be held liable for any damage caused by any of the beneficiaries or third parties involved in the action, as a consequence on implementing the Agreement.

#### **30.2 Liability of the beneficiaries**

Except in case of force majeure (see Article 35), the beneficiaries must compensate the Commission for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement.

## **SECTION 3 SUSPENSION AND TERMINATION**

### **ARTICLE 31 — SUSPENSION OF PAYMENT DEADLINE**

#### **31.1 Conditions**

The Commission may — at any moment — suspend the payment deadline (see Article 16.2 to 16.4) if a request for payment (see Article 15) cannot be approved because:

- (a) it does not comply with the provisions of the Agreement (see Article 15);
- (b) the technical or financial report(s) have not been submitted or are not complete or additional information is needed, or
- (c) there is doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

### 31.2 Procedure

The Commission will formally notify the coordinator of the suspension and the reasons why.

The suspension will **take effect** the day notification is sent by the Commission (see Article 36).

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

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

If the payment deadline has been suspended due to the non-compliance of the technical or financial report(s) (see Article 15) and the revised report or statement is not submitted or was submitted but is also rejected, the Commission may also terminate the Agreement or the participation of the beneficiary (see Article 34.3.1(i)).

## ARTICLE 32 — SUSPENSION OF PAYMENTS

### 32.1 Conditions

The Commission may — at any moment — suspend payments, in whole or in part for one or more beneficiaries, if:

- (a) a beneficiary (or a natural person who has the power to represent or take decision on its behalf) has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles), or
- (b) a beneficiary (or a natural person who has the power to represent or take decision on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).

If payments are suspended for one or more beneficiaries, the Commission will make partial payment(s) for the part(s) not suspended. If suspension concerns the payment of the balance, the payment (or



recovery) of the amount(s) concerned after suspension is lifted will be considered to be the payment that closes the action.

### 32.2 Procedure

Before suspending payments, the Commission will formally notify the coordinator or beneficiary concerned:

- informing it of its intention to suspend payments and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the suspension procedure is not continued.

The suspension will **take effect** the day the confirmation notification is sent by the Commission.

If the conditions for resuming payments are met, the suspension will be **lifted**. The Commission will formally notify the coordinator or beneficiary concerned.

The beneficiaries may suspend implementation of the action (see Article 33.1) or terminate the Agreement or the participation of the beneficiary concerned (see Article 34.1 and 34.2).

## ARTICLE 33 — SUSPENSION OF THE ACTION IMPLEMENTATION

### 33.1 Suspension of the action implementation, by the beneficiaries

#### 33.1.1 Conditions

The beneficiaries may suspend implementation of the action or any part of it, if exceptional circumstances — in particular *force majeure* (see Article 35) — make implementation impossible or excessively difficult.

#### 33.1.2 Procedure

The coordinator must immediately formally notify to the Commission the suspension (see Article 36), stating:

- the reasons why and
- the expected date of resumption.

The suspension will **take effect** the day this notification is received by the Commission.

Once circumstances allow for implementation to resume, the coordinator must immediately formally notify the Commission and request an **amendment** of the Agreement to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the Agreement or the participation of a beneficiary has been terminated (see Article 34).

The suspension will be **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 suspension of the action implementation are not eligible (see Article 6).

### 33.2 Suspension of the action implementation, by the Commission

#### 33.2.1 Conditions

The Commission may suspend implementation of the action or any part of it, if:

- (a) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during the award procedure (including improper implementation of the action, submission of false declaration, failure to provide required information, breach of ethical principles) or
- (b) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).

#### 33.2.2 Procedure

Before suspending implementation of the action, the Commission will formally notify the coordinator or beneficiary concerned:

- informing it of its intention to suspend the implementation and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the procedure is not continued.

The suspension will **take effect** five days after confirmation notification is received (or on a later date specified in the notification).

It will be **lifted** if the conditions for resuming implementation of the action are met.

The coordinator or beneficiary concerned will be formally notified of the lifting and the Agreement will be **amended** to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the Agreement has already been terminated (see Article 34).

The suspension will be 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 suspension are not eligible (see Article 6).

The beneficiaries may not claim damages due to suspension by the Commission (see Article 30).

Suspension of the action implementation does not affect the Commission's right to terminate the Agreement or participation of a beneficiary (see Article 34), reduce the grant or recover amounts unduly paid (see Articles 27 and 28).

## **ARTICLE 34 — TERMINATION OF THE AGREEMENT OR OF THE PARTICIPATION OF ONE OR MORE BENEFICIARIES**

### **34.1 Termination of the Agreement by the beneficiaries**

#### **34.1.1 Conditions and procedure**

The beneficiaries may terminate the Agreement.

The coordinator must formally notify termination to the Commission (see Article 36), stating:

- the reasons why and
- the date the termination will take effect. This date must be after the notification.

If no reasons are given or if the Commission considers the reasons do not justify termination, the Agreement will be considered to have been '**terminated improperly**'.

The termination will **take effect** on the day specified in the notification.

#### **34.1.2 Effects**

The coordinator must — within 60 days from when termination takes effect — submit the final report (see Article 15.4).

If the Commission does not receive the report(s) within the deadline (see above), no costs will be taken into account.

The Commission will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 16.4) on the basis of the report(s) submitted. Only costs incurred until termination are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

Improper termination may lead to a reduction of the grant (see Article 27).

After termination, the beneficiaries' obligations (in particular, Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

### **34.2 Termination of the participation of one or more beneficiaries, by the beneficiaries**

#### **34.2.1 Conditions and procedure**

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

The coordinator must formally notify termination to the Commission (see Article 36) and inform the beneficiary concerned.

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

The notification must include:

- the reasons why;
- the opinion of the beneficiary concerned (or proof that this opinion has been requested in writing);
- the date the termination takes effect. This date must be after the notification, and
- a request for amendment (see Article 39), with a proposal for reallocation of the tasks and the estimated budget of the beneficiary concerned (see Annexes 1 and 2) and, if necessary, the addition of one or more new beneficiaries (see Article 40). If termination takes effect after the period set out in Article 3, no request for amendment must be included, unless the beneficiary concerned is the coordinator. In this case, the request for amendment must propose a new coordinator.

If this information is not given or if the Commission considers that the reasons do not justify termination, the participation will be considered to have been **terminated improperly**.

The termination will **take effect** on the day specified in the notification.

### 34.2.2 Effects

The beneficiary concerned must submit to the coordinator:

- (i) a technical report and
- (ii) a financial statement covering the period to the date when termination takes effect.

This information must be included by the coordinator in the final report (see Article 15.4).

If the request for amendment is rejected by the Commission (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the Agreement may be terminated according to Article 34.3.1(c).

If the request for amendment is accepted by the Commission, the Agreement is **amended** to introduce the necessary changes (see Article 39).

Improper termination may lead to a reduction of the grant (see Article 27) or termination of the Agreement (see Article 34).

After termination, the concerned beneficiary's obligations (in particular Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

### **34.3 Termination of the Agreement or of the participation of one or more beneficiaries, by the Commission**

#### **34.3.1 Conditions**

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

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40);
- (b) a change to their legal, financial, technical, organisational or ownership situation is likely to substantially affect or delay the implementation of the action or calls into question the decision to award the grant;
- (c) following termination of participation for one or more beneficiaries (see above), the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants (see Article 39);
- (d) implementation of the action is prevented by force majeure (see Article 35) or suspended by the coordinator (see Article 33.1) and either:
  - (i) resumption is impossible, or
  - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants;
- (e) a beneficiary is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law;
- (f) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has been found guilty of professional misconduct, proven by any means;
- (g) a beneficiary does not comply with the applicable national law on taxes and social security;
- (h) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed fraud, corruption, or is involved in a criminal organisation, money laundering or any other illegal activity;
- (i) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles);
- (j) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a

material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2);

(k) not applicable.

### 34.3.2 Procedure

Before terminating the Agreement or participation of one or more beneficiaries, the Commission will formally notify the coordinator or beneficiary concerned:

- informing it of its intention to terminate and the reasons why and
- inviting it, within 30 days of receiving notification, to submit observations and — in case of Point (i.ii) above — to inform the Commission of the measures to ensure compliance with the obligations under the Agreement.

If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify to the coordinator or beneficiary concerned **confirmation** of the termination and the date it will take effect. Otherwise, it will formally notify that the procedure is not continued.

The termination will **take effect**:

- for terminations under Points (b), (c), (e), (g), (i.ii) and (k) above: on the day specified in the notification of confirmation (see above);
- for terminations under Points (a), (d), (f), (h), (i.i) and (j) above: on the day after the notification of the confirmation is received.

### 34.3.3 Effects

(a) for **termination of the Agreement**:

The coordinator must — within 60 days from when termination takes effect — submit a final report (see Article 15.4).

If the Agreement is terminated for breach of the obligation to submit report(s) (see Articles 15.8 and 34.3.1(i)), the coordinator may not submit any report(s) after termination.

If the Commission does not receive the report(s) within the deadline (see above), no costs will be taken into account.

The Commission will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 16.4) on the basis of the report(s) submitted. Only costs incurred until termination takes effect are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

This does not affect the Commission's right to reduce the grant (see Article 27) or to impose administrative sanctions (Article 29).



The beneficiaries may not claim damages due to termination by the Commission (see Article 30).

After termination, the beneficiaries' obligations (in particular Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

**(b) for termination of the participation of one or more beneficiaries:**

The coordinator must — within 60 days from when termination takes effect — submit a request for amendment (see Article 39), with a proposal for reallocation of the tasks and estimated budget of the beneficiary concerned (see Annexes 1 and 2) and, if necessary, the addition of one or more new beneficiaries (see Article 40). If termination is notified after the period set out in Article 3, no request for amendment must be submitted unless the beneficiary concerned is the coordinator. In this case the request for amendment must propose a new coordinator.

The beneficiary concerned must submit to the coordinator:

- (i) a technical report and
- (ii) a financial statement covering the period to the date when termination takes effect.

This information must be included by the coordinator in the final report (see Article 15.4).

If the request for amendment is rejected by the Commission (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the Agreement may be terminated according to Article 34.3.1(c).

If the request for amendment is accepted by the Commission, the Agreement is **amended** to introduce the necessary changes (see Article 39).

After termination, the concerned beneficiary's obligations (in particular Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

## **SECTION 4 FORCE MAJEURE**

### **ARTICLE 35 — FORCE MAJEURE**

'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of third parties involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

## **CHAPTER 7 FINAL PROVISIONS**

### **ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES**

#### **36.1 Form and means of communication**

Communication under the Agreement (information, requests, submissions, ‘formal notifications’, etc.) must:

- be made in writing and
- bear the number of the Agreement.

**Until the payment of the balance:** all communication must be made through the electronic exchange system and using the forms and templates provided there.

**After the payment of the balance:** formal notifications must be made by registered post with proof of delivery (‘formal notification on paper’).

Communications in the electronic exchange system must be made by persons authorised according to the Participant Portal terms & conditions. For naming the authorised persons, each beneficiary must have designated — before the signature of this Agreement — a ‘legal entity appointed representative (LEAR)’. The role and tasks of the LEAR are stipulated in his/her appointment letter (see Participant Portal terms & conditions).

If the electronic exchange system is temporarily unavailable, instructions will be given on the Commission websites.

#### **36.2 Date of communication**

**Communications** are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

**Formal notifications** through the **electronic** exchange system are considered to have been made when

they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

Formal notifications **on paper** sent by **registered post** with proof of delivery (only after the payment of the balance) are considered to have been made on either:

- the delivery date registered by the postal service or
- the deadline for collection at the post office.

If the electronic exchange system is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline.

### 36.3 Addresses for communication

The **electronic** exchange system must be accessed via the following URL:

<https://ec.europa.eu/research/participants/portal/desktop/en/projects/>

The Commission will formally notify the coordinator and beneficiaries in advance any changes to this URL.

**Formal notifications on paper** (only after the payment of the balance) addressed **to the Commission** must be sent to the following address:

European Commission  
Directorate General Justice and Consumers  
Programme and Financial management (MO59 4/016)  
B-1049 Brussels  
BELGIUM

Formal notifications on paper (only after the payment of the balance) addressed **to the beneficiaries** must be sent to their legal address as specified in the Participant Portal Beneficiary Register.

## ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

### 37.1 Precedence of the Terms and Conditions over the Annexes

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

Annex 2 takes precedence over Annex 1.

### 37.2 Privileges and immunities

Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities accorded to the COUNCIL OF EUROPE - CONSEIL DE L'EUROPE by its constituent documents or international law.

## ARTICLE 38 — CALCULATION OF PERIODS, DATES AND DEADLINES

In accordance with Regulation No 1182/71<sup>12</sup>, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

The day during which that event occurs is not considered as falling within the period.

## ARTICLE 39 — AMENDMENTS TO THE AGREEMENT

### 39.1 Conditions

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

Amendments may be requested by any of the parties.

### 39.2 Procedure

The party requesting an amendment must submit a request for amendment signed in the electronic exchange system (see Article 36).

The coordinator submits and receives requests for amendment on behalf of the beneficiaries (see Annex 3).

If a change of coordinator is requested without its agreement, the submission must be done by another beneficiary (acting on behalf of the other beneficiaries).

The request for amendment must include:

- the reasons why;
- the appropriate supporting documents, and
- for a change of coordinator without its agreement: the opinion of the coordinator (or proof that this opinion has been requested in writing).

The Commission may request additional information.

If the party receiving the request agrees, it must sign the amendment in the electronic exchange system within 45 days of receiving notification (or any additional information the Commission has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment **takes effect** on the date agreed by the parties or, in the absence of such an agreement, on the date on which the amendment enters into force.

---

<sup>12</sup> Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).



## **ARTICLE 40 — ACCESSION TO THE AGREEMENT**

### **40.1 Accession of the beneficiaries mentioned in the Preamble**

The other beneficiaries must accede to the Agreement by signing the Accession Form (see Annex 3) in the electronic exchange system (see Article 36) within 30 days after its entry into force (see Article 42).

They will assume the rights and obligations under the Agreement with effect from the date of its entry into force (see Article 42).

If a beneficiary does not accede to the Agreement within the above deadline, the coordinator must — within 30 days — request an amendment to make any changes necessary to ensure proper implementation of the action. This does not affect the Commission's right to terminate the Agreement (see Article 34).

### **40.2 Addition of new beneficiaries**

In justified cases, the beneficiaries may request the addition of a new beneficiary.

For this purpose, the coordinator must submit a request for amendment in accordance with Article 39. It must include an Accession Form (see Annex 3) signed by the new beneficiary in the electronic exchange system (see Article 36).

New beneficiaries must assume the rights and obligations under the Agreement with effect from the date of their accession specified in the Accession Form (see Annex 3).

## **ARTICLE 41 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

### **41.1 Applicable law**

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Belgium.

As an exception, there is no applicable law for COUNCIL OF EUROPE - CONSEIL DE L'EUROPE.

### **41.2 Dispute settlement**

If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the General Court — or, on appeal, the Court of Justice of the European Union — has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).

As an exception, if such a dispute is between the Commission and MINISTRY OF SOCIAL AFFAIRS, the competent Belgian courts have sole jurisdiction.

As an exception, for the following beneficiaries:

- COUNCIL OF EUROPE - CONSEIL DE L'EUROPE

such disputes must — if they cannot be settled amicably — be referred to arbitration. The Permanent



Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of entry into force of the Agreement will apply. The appointing authority will be the Secretary-General of the Permanent Court of Arbitration following a written request submitted by either party. The arbitration proceedings must take place in Brussels and the language used in the arbitral proceedings will be English. The arbitral award will be binding on all parties and will not be subject to appeal.

If a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 28, 29 and 30), the beneficiaries must bring action before the General Court — or, on appeal, the Court of Justice of the European Union — under Article 263 TFEU.

## **ARTICLE 42 — ENTRY INTO FORCE OF THE AGREEMENT**

The Agreement will enter into force on the day of signature by the Commission or the coordinator, depending on which is later.

### **SIGNATURES**

For the coordinator

For the Commission



**EUROPEAN COMMISSION**  
Directorate-General for Justice and Consumers

– Programme and Financial management

**ANNEX 1 (part A)**

**REC Action Grant**

**NUMBER — 101008482 — CP4Europe**

## Table of Contents

1.1. The project summary.....	3
1.2. The list of beneficiaries.....	5
1.3. Workplan Tables - Detailed implementation.....	6
1.3.1. WT1 List of work packages.....	6
1.3.2. WT2 List of deliverables.....	7
1.3.3. WT3 Work package descriptions.....	12
Work package 1.....	12
Work package 2.....	15
Work package 3.....	18
Work package 4.....	21
Work package 5.....	24
Work package 6.....	27
Work package 7.....	30
Work package 8.....	32
1.3.4. WT4 List of milestones.....	34
1.3.5. WT5 Critical Implementation risks and mitigation actions.....	35
1.3.6 WT6 Summary of project effort in person-months.....	36
1.3.7. WT7 Tentative schedule of project reviews.....	37



# 1.1. The project summary

Project Number <sup>1</sup>	101008482	Project Acronym <sup>2</sup>	CP4Europe
-----------------------------	-----------	------------------------------	-----------

## One form per project

### General information

Project title <sup>3</sup>	Strengthening National Child Participation Frameworks and Action in Europe
Starting date <sup>4</sup>	01/04/2021
Duration in months <sup>5</sup>	24
Call (part) identifier <sup>6</sup>	REC-RCHI-PROF-AG-2020
Topic	REC-RCHI-PROF-AG-2020 Call for proposals on capacity-building in the area of rights of the child
Fixed EC Keywords	
Free keywords	Child participation, assessment, projects, mechanisms and opportunities, capacity-building, resources, strategies, handbooks, European and national tools, checklists, training material, networking.

### Abstract <sup>7</sup>

The project addresses priority 3 of the call by supporting the assessment of national legislative and policy frameworks for child participation and the development of tools to promote child participation at national and pan-European levels. It is aimed at replicating good practices to assess the quality of child participation, developing tools to facilitate, measure and monitor child participation at national level and fostering peer exchanges within the EU and the Greater European area.

Promoting children's rights to participation is a priority of the Council of Europe Strategy for the Rights of the Child (2016-2021) in line with Recommendation on the participation of children and young people under the age of 18 (CM/Rec (2012)2) and relevant EU instruments such as the Fundamental Rights Charter covering the right of the child to be heard. The project promotes the use of European tools on child participation amongst EU member states, including the Council of Europe Child Participation Assessment Tool (CPAT) which has already been used in 9 countries, and an upcoming Handbook on Children's Participation for Professionals.

Under the coordination of the Council of Europe Children's Rights Division, the project will be carried out in 4 selected EU member states (Czech Republic, Portugal, Finland and Slovenia) and in Iceland, ensuring a balanced partnership while following a multi-stakeholder approach (involving public authorities of different levels, civil society organisations, professionals of various backgrounds and children). Deliverables at the national level will include assessments of national mechanisms, the development of model national strategies, handbooks, checklists and training materials aimed at building capacities on collective and individual child participation. All partners of the project will connect in a "child participation leadership network", to benefit from mutual peer support regarding the challenges of child participation in various settings.

The main impact expected of the project is that children across Europe (all persons under the age of 18) find multiple opportunities to participate in individual decision-making processes through stronger child participation mechanisms proposed at the national and the local level and relevant action developed by professionals who have been trained on methods of child participation while being aware of the particular challenges.

Children will thus be the main target group and ultimate beneficiaries of the project; they will be directly involved in project activities and reached through public bodies and civil society organisations dedicated to children's rights in different areas, and through professionals of various backgrounds working with children in these contexts. These professionals, as well as decision-makers allowing for child participation mechanisms to be set up, become "second-line" target groups of this project. Multiple areas may be concerned by the need to involve children in decision-making processes, including judicial systems, health systems, education, or social services amongst others. Forms of participation can be more individual or collective according to whether children are being heard on matters of concern to them personally (for example in family court proceedings or criminal proceedings where they appear as witnesses) or collectively (for example in the school context when being asked how to improve their direct environment in the school). Particular attention will be paid to vulnerable groups of children that may need special support, such as children with disabilities, from ethnic minorities or migrant children. In the long-term, the project will contribute towards the launch of a larger and more ambitious undertaking based on Council of Europe experience: spreading across Europe the knowledge and political willingness for improving child participation mechanisms and stepping up

## 1.1. The project summary

 Associated with document Ref. Ares(2021)1300623 - 16/02/2021

relevant action and ensuring that every child will find ways and means to participate in decisions concerning him or her.

## 1.2. List of Beneficiaries

 Associated with document Ref. Ares(2021)1300623 - 16/02/2021

Project Number <sup>1</sup>	101008482	Project Acronym <sup>2</sup>	CP4Europe
-----------------------------	-----------	------------------------------	-----------

### List of Beneficiaries

No	Name	Short name	Country	Project entry month <sup>8</sup>	Project exit month
1	COUNCIL OF EUROPE - CONSEIL DE L'EUROPE	COE	France	1	24
2	COMISSAO NACIONAL DE PROMOCAO DOS DIREITOS E PROTECAO DAS CRIANCAS E JOVENS	CNPDPJ	Portugal	1	24
3	OIKEUSMINISTERIO	MOJ	Finland	1	24
4	INSTITUT REPUBLIKE SLOVENIJE ZA SOCIALNO VARSTVO	IRSSV	Slovenia	1	24
5	MINISTRY OF SOCIAL AFFAIRS	MOSA ICE	Iceland	1	24
6	MINISTERSTVO PRACE A SOCIALNICH VECI CESKE REPUBLIKY	MOLSA	Czech Republic	1	24

## 1.3. Workplan Tables - Detailed implementation

Associated with document Ref. Ares(2021)1300623 - 16/02/2021

### 1.3.1. WT1 List of work packages

WP Number <sup>9</sup>	WP Title	Lead beneficiary <sup>10</sup>	Person-months <sup>11</sup>	Start month <sup>12</sup>	End month <sup>13</sup>
WP1	Project management & coordination	1 - COE	42.70	1	24
WP2	CPAT assessment Czech Republic	6 - MOLSA	2.80	1	24
WP3	CPAT assessment Iceland	5 - MOSA ICE	3.60	3	24
WP4	CPAT assessment Portugal	2 - CNPDPCJ	2.60	2	24
WP5	National child participation mechanisms and tools in Finland	3 - MOJ	2.60	1	24
WP6	National child participation mechanisms and tools in Slovenia	4 - IRSSV	4.10	1	24
WP7	Provision and development of European resources	1 - COE	13.00	1	24
WP8	Set-up of a European "child participation leadership network"	1 - COE	13.00	1	24
<b>Total</b>			<b>84.40</b>		

### 1.3.2. WT2 list of deliverables

<b>Deliverable Number<sup>14</sup></b>	<b>Deliverable Title</b>	<b>WP number<sup>9</sup></b>	<b>Lead beneficiary</b>	<b>Type<sup>15</sup></b>	<b>Dissemination level<sup>16</sup></b>	<b>Due Date (in months)<sup>17</sup></b>
D1.1	Programme	WP1	1 - COE	Report	Confidential, only for members of the consortium (including the Commission Services)	4
D1.2	Progress report	WP1	1 - COE	Report	Confidential, only for members of the consortium (including the Commission Services)	13
D1.3	Evaluation report	WP1	1 - COE	Report	Confidential, only for members of the consortium (including the Commission Services)	24
D1.4	Kick-off meeting	WP1	1 - COE	Other	Confidential, only for members of the consortium (including the Commission Services)	3
D1.5	Steering Group mid-term meeting	WP1	1 - COE	Other	Confidential, only for members of the consortium (including the Commission Services)	13
D1.6	Steering Group final meeting	WP1	1 - COE	Other	Confidential, only for members of the consortium (including the Commission Services)	24
D2.1	Adapted tools (Czech Republic)	WP2	6 - MOLSA	Report	Public	4
D2.2	Evaluation report and action plan (Czech Republic)	WP2	6 - MOLSA	Report	Public	24
D2.3	Induction seminar (Czech Republic)	WP2	6 - MOLSA	Other	Confidential, only for members of the consortium (including the Commission Services)	3

<b>Deliverable Number<sup>14</sup></b>	<b>Deliverable Title</b>	<b>WP number<sup>9</sup></b>	<b>Lead beneficiary</b>	<b>Type<sup>15</sup></b>	<b>Dissemination level<sup>16</sup></b>	<b>Due Date (in months)<sup>17</sup></b>
D2.4	National stakeholder consultation (Czech Republic)	WP2	6 - MOLSA	Other	Confidential, only for members of the consortium (including the Commission Services)	6
D2.5	Focus group meetings with children (Czech Republic)	WP2	6 - MOLSA	Other	Confidential, only for members of the consortium (including the Commission Services)	7
D2.6	Final event (Czech Republic)	WP2	6 - MOLSA	Other	Confidential, only for members of the consortium (including the Commission Services)	23
D2.7	Child safeguarding policy (Czech Republic)	WP2	6 - MOLSA	Report	Confidential, only for members of the consortium (including the Commission Services)	6
D3.1	Assessment report (Iceland)	WP3	5 - MOSA ICE	Report	Confidential, only for members of the consortium (including the Commission Services)	13
D3.2	Action Plan (Iceland)	WP3	5 - MOSA ICE	Report	Public	24
D3.3	Induction seminar (Iceland)	WP3	5 - MOSA ICE	Other	Confidential, only for members of the consortium (including the Commission Services)	3
D3.4	National stakeholder consultation meeting (Iceland)	WP3	5 - MOSA ICE	Other	Confidential, only for members of the consortium (including the Commission Services)	6
D3.5	Focus group meetings with children (Iceland)	WP3	5 - MOSA ICE	Other	Confidential, only for members of the consortium (including the Commission Services)	7

<b>Deliverable Number<sup>14</sup></b>	<b>Deliverable Title</b>	<b>WP number<sup>9</sup></b>	<b>Lead beneficiary</b>	<b>Type<sup>15</sup></b>	<b>Dissemination level<sup>16</sup></b>	<b>Due Date (in months)<sup>17</sup></b>
D3.6	Final event (Iceland)	WP3	5 - MOSA ICE	Other	Confidential, only for members of the consortium (including the Commission Services)	23
D3.7	Child safeguarding policy (Iceland)	WP3	5 - MOSA ICE	Report	Confidential, only for members of the consortium (including the Commission Services)	6
D4.1	Assessment report (Portugal)	WP4	2 - CNPDPCJ	Report	Public	17
D4.2	Action Plan/White Paper (Portugal)	WP4	2 - CNPDPCJ	Report	Public	24
D4.3	Induction seminar (Portugal)	WP4	2 - CNPDPCJ	Other	Confidential, only for members of the consortium (including the Commission Services)	2
D4.4	National stakeholder consultation meeting (Portugal)	WP4	2 - CNPDPCJ	Other	Confidential, only for members of the consortium (including the Commission Services)	6
D4.5	Focus group meetings with children (Portugal)	WP4	2 - CNPDPCJ	Other	Confidential, only for members of the consortium (including the Commission Services)	3
D4.6	Child safeguarding policy (Portugal)	WP4	2 - CNPDPCJ	Report	Confidential, only for members of the consortium (including the Commission Services)	3
D4.7	Final event (Portugal)	WP4	2 - CNPDPCJ	Other	Confidential, only for members of the consortium (including the Commission Services)	12
D5.1	Publication package on consultation methods (Finland)	WP5	3 - MOJ	Report	Public	18

<b>Deliverable Number<sup>14</sup></b>	<b>Deliverable Title</b>	<b>WP number<sup>9</sup></b>	<b>Lead beneficiary</b>	<b>Type<sup>15</sup></b>	<b>Dissemination level<sup>16</sup></b>	<b>Due Date (in months)<sup>17</sup></b>
D5.2	Induction seminar (Finland)	WP5	3 - MOJ	Other	Confidential, only for members of the consortium (including the Commission Services)	3
D5.3	Co-operation and capacity-building seminars (Finland)	WP5	3 - MOJ	Other	Confidential, only for members of the consortium (including the Commission Services)	6
D5.4	Engagement meetings with children (Finland)	WP5	3 - MOJ	Other	Confidential, only for members of the consortium (including the Commission Services)	1
D5.5	Child safeguarding policy (Finland)	WP5	3 - MOJ	Report	Confidential, only for members of the consortium (including the Commission Services)	1
D5.6	Final event (Finland)	WP5	3 - MOJ	Other	Confidential, only for members of the consortium (including the Commission Services)	23
D6.1	Handbook (Slovenia)	WP6	4 - IRSSV	Report	Public	16
D6.2	Checklists (Slovenia)	WP6	4 - IRSSV	Report	Public	16
D6.3	Policy guidance (Slovenia)	WP6	4 - IRSSV	Report	Public	24
D6.4	Induction seminar (Slovenia)	WP6	4 - IRSSV	Other	Confidential, only for members of the consortium (including the Commission Services)	3
D6.5	Co-operation and capacity-building seminars (Slovenia)	WP6	4 - IRSSV	Other	Confidential, only for members of the consortium (including the Commission Services)	6
D6.6	Engagement meetings with children (Slovenia)	WP6	4 - IRSSV	Other	Confidential, only for members	7



<b>Deliverable Number<sup>14</sup></b>	<b>Deliverable Title</b>	<b>WP number<sup>9</sup></b>	<b>Lead beneficiary</b>	<b>Type<sup>15</sup></b>	<b>Dissemination level<sup>16</sup></b>	<b>Due Date (in months)<sup>17</sup></b>
					of the consortium (including the Commission Services)	
D6.7	Child-safeguarding policy (Slovenia)	WP6	4 - IRSSV	Report	Confidential, only for members of the consortium (including the Commission Services)	6
D6.8	Final event (Slovenia)	WP6	4 - IRSSV	Other	Confidential, only for members of the consortium (including the Commission Services)	23
D7.1	European Tools	WP7	1 - COE	Report	Public	24
D8.1	Website	WP8	1 - COE	Websites, patents filling, etc.	Public	6
D8.2	Final event	WP8	1 - COE	Other	Confidential, only for members of the consortium (including the Commission Services)	24

### 1.3.3. WT3 Work package descriptions

<b>Work package number</b> <sup>9</sup>	WP1	<b>Lead beneficiary</b> <sup>10</sup>	1 - COE
<b>Work package title</b>	Project management & coordination		
<b>Start month</b>	1	<b>End month</b>	24

#### Objectives

- Managing and coordinating the overall project and activities undertaken under different work packages to become part of a coherent project concept and process;
- Ensuring and facilitating contacts with each partner delegation and between different partners;
- Organising regular exchanges all partner delegations and external consultants;
- Organising meetings of the project-related Steering Group;
- Providing logistic and financial support needed by delegations, staff members and international consultants;
- Monitoring of progress, evaluation of results, final reporting.

#### Description of work and role of partners

##### **WP1 - Project management & coordination** [Months: 1-24]

**COE, CNPDPCJ, MOJ, IRSSV, MOSA ICE, MOLSA**

The first work package will allow for organising and coordinating the work under the project to achieve a sustained impact at country and EU levels. To regularly measure progress and adjust workplans, the objective is to maintain weekly contacts with each of the 5 partner delegations, organise regular video meetings every three months, and organise 3 meetings of the project-related Steering Group (respectively at the beginning, mid-term and end of the 24 months implementation period). The coordinator will also provide any support needed by national delegations, in terms of guidance, external expertise or input into the organisation of national meetings. The coordinator will monitor and evaluation any progress made under the project, so as to orient partners on their work, and coordinate the final evaluation of results and reporting (back to the EC and each institution involved as appropriate).

As the evaluation summary report noted some shortcomings in the design and planning of the evaluation to be undertaken during and at the end of the project, as well as in specific settings where action will happen, this dimension of the project will be improved by the coordinator (in collaboration with partners) by the official starting date (1 April 2021).

#### Participation per Partner

<b>Partner number and short name</b>	<b>WP1 effort</b>
1 - COE	26.00
2 - CNPDPCJ	3.10
3 - MOJ	3.10
4 - IRSSV	4.10
5 - MOSA ICE	3.60
6 - MOLSA	2.80
<b>Total</b>	<b>42.70</b>

### List of deliverables

Deliverable Number <sup>14</sup>	Deliverable Title	Lead beneficiary	Type <sup>15</sup>	Dissemination level <sup>16</sup>	Due Date (in months) <sup>17</sup>
D1.1	Programme	1 - COE	Report	Confidential, only for members of the consortium (including the Commission Services)	4
D1.2	Progress report	1 - COE	Report	Confidential, only for members of the consortium (including the Commission Services)	13
D1.3	Evaluation report	1 - COE	Report	Confidential, only for members of the consortium (including the Commission Services)	24
D1.4	Kick-off meeting	1 - COE	Other	Confidential, only for members of the consortium (including the Commission Services)	3
D1.5	Steering Group mid-term meeting	1 - COE	Other	Confidential, only for members of the consortium (including the Commission Services)	13
D1.6	Steering Group final meeting	1 - COE	Other	Confidential, only for members of the consortium (including the Commission Services)	24

### Description of deliverables

The deliverables take the format of several reports which are part of the same reporting procedure carried out by the coordinator. For the time being, it is envisaged that there will be: One planning document on work process ahead, one report at mid-term presenting progress, one final evaluation report on results achieved and proposing an outlook to the future. According to the improvements requested for the evaluation framework, the planning and reporting procedure will be complemented by moments of intermediate evaluation and assign a different role to moments of peer reviewing (not at the end of the process but in its course).

D1.1 : Programme [4]

First project-related document: programming and planning document, describing the process ahead (including timelines, key stages of the project, events and evaluation framework and steps).

D1.2 : Progress report [13]

Mid-term progress report: evaluating effectiveness of first action taken and first results produced, and preparing the grounds for next action.

D1.3 : Evaluation report [24]

Final evaluation report on results achieved and proposing an outlook to the future (including with a view to extension of the European network that will have been set-up under the project); including external evaluation.

#### D1.4 : Kick-off meeting [3]

Kick-off event for the whole project allowing partners to get to know each other, set common goals and create a community for regular exchanges of good practice; presentation, discussion and revision of the programming document; set-up of a project-related "Steering Group" to follow and oversee project implementation. Preparation of invitations, agenda, signed presence lists, presentations, evaluation report, and feedback.

#### D1.5 : Steering Group mid-term meeting [13]

Mid-term meeting of the Steering Group to share results and experiences, reflect on possible improvements and action ahead, and receive guidance for the upcoming second year of the project. Preparation of invitations, agenda, signed presence lists, presentations, evaluation report, and feedback.

#### D1.6 : Steering Group final meeting [24]

Final presentation, sharing and discussion of results; joint reflection on the European and national processes past; discussion of action ahead, both at the European level and in partner countries; agreeing on recommendations to be given to other member states aiming to get involved into similar processes. Steering Group meeting can take place back-to-back with the Final Event of the project, which is more turned to the outside and meant to give visibility to the project and promote its outcomes. Preparation of invitations, agenda, signed presence lists, presentations, evaluation report, and feedback.

### Schedule of relevant Milestones

Milestone number <sup>18</sup>	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS1	START	1 - COE	3	Kick-off meeting with all delegations, introduction of the project team, explaining the work programme ahead, objectives, key events, timelines, evaluation framework etc.
MS2	MID-TERM	1 - COE	13	All national activities kicked off and well progressed; mid-term event; significant part of the budget spent; report on action taken (including financial report)
MS3	CLOSING	1 - COE	24	Closing event with all delegations; production of final report on action taken notably at the European level, but also referring to national action (also to be covered in separate national reports).

<b>Work package number</b> <sup>9</sup>	WP2	<b>Lead beneficiary</b> <sup>10</sup>	6 - MOLSA
<b>Work package title</b>	CPAT assessment Czech Republic		
<b>Start month</b>	1	<b>End month</b>	24

### Objectives

- Undertake an assessment of national child participation mechanisms and practice, at national and local levels, in close collaboration with various stakeholders and the help of the Council of Europe Child Participation Assessment Tool (CPAT)
- Increase the awareness stakeholders, stimulate the dialogue between them and create a dynamic to prepare the grounds for further action improving national frameworks, resources and capacities in the area of child participation (including online tools for professionals and children)
- Specific objective in the Czech Republic: In the national project managed by the Department of Family Policy and Children Rights Protection, follow a two-fold approach both strengthening the competences of all actors included in support and preventive system (schools, doctors, social workers, other professionals) to reflect the opinions of children in their activities, and empowering children and families by strengthening their awareness of their rights and the importance of their opinion, in particular to vulnerable children and families (e.g. children with experience in institutional care).

### Description of work and role of partners

#### **WP2 - CPAT assessment Czech Republic** [Months: 1-24]

**MOLSA, COE**

The objective is to adapt, launch and carry out national assessment processes by using the CPAT in the Czech Republic. This will be achieved through different steps, including:

- Organising national training and induction seminars involving all stakeholders identified as key at the national (and the local) level - at least 1 national training and induction seminar, several work meetings on methodology; 1-3 consultation meetings; at least 10 focus group meetings with children and young people;
- Concluding the assessments jointly with all stakeholders and target groups involved – at least producing an assessment report and an action plan, organise a final evaluation meeting and a workshops for children and other stakeholders

### Participation per Partner

<b>Partner number and short name</b>	<b>WP2 effort</b>
1 - COE	2.80
<b>Total</b>	2.80

### List of deliverables

<b>Deliverable Number</b> <sup>14</sup>	<b>Deliverable Title</b>	<b>Lead beneficiary</b>	<b>Type</b> <sup>15</sup>	<b>Dissemination level</b> <sup>16</sup>	<b>Due Date (in months)</b> <sup>17</sup>
D2.1	Adapted tools (Czech Republic)	6 - MOLSA	Report	Public	4
D2.2	Evaluation report and action plan (Czech Republic)	6 - MOLSA	Report	Public	24
D2.3	Induction seminar (Czech Republic)	6 - MOLSA	Other	Confidential, only for members of the consortium (including	3

### List of deliverables

Deliverable Number <sup>14</sup>	Deliverable Title	Lead beneficiary	Type <sup>15</sup>	Dissemination level <sup>16</sup>	Due Date (in months) <sup>17</sup>
				the Commission Services)	
D2.4	National stakeholder consultation (Czech Republic)	6 - MOLSA	Other	Confidential, only for members of the consortium (including the Commission Services)	6
D2.5	Focus group meetings with children (Czech Republic)	6 - MOLSA	Other	Confidential, only for members of the consortium (including the Commission Services)	7
D2.6	Final event (Czech Republic)	6 - MOLSA	Other	Confidential, only for members of the consortium (including the Commission Services)	23
D2.7	Child safeguarding policy (Czech Republic)	6 - MOLSA	Report	Confidential, only for members of the consortium (including the Commission Services)	6

### Description of deliverables

- Adapted tools: Development of a specific assessment methodology to be applied in the process and relevant material adapted to the national and local context
  - Evaluation report and action plan: Preparation of an evaluation report and national action plan based on the assessment undertaken in year 2; provision of a dedicated website containing a range of resources for professionals and children
- D2.1 : Adapted tools (Czech Republic) [4]  
Development of an assessment methodology to be applied in the process and relevant material adapted to the national and local context
- D2.2 : Evaluation report and action plan (Czech Republic) [24]  
Preparation of an evaluation report and national action plan based on the assessment undertaken in year 2; provision of a dedicated website containing a range of resources for professionals and children
- D2.3 : Induction seminar (Czech Republic) [3]  
National induction seminar introducing the CPAT and the process ahead to all relevant stakeholders.
- D2.4 : National stakeholder consultation (Czech Republic) [6]  
Consultation meetings with various stakeholders; according to national set-up and focus 1-3 meetings.
- D2.5 : Focus group meetings with children (Czech Republic) [7]  
Consultation meetings with children in different settings, age groups and composition (including children in vulnerable situations and from minority groups); possibly linked to specific organisational or institutional contexts (schools, NGOs working with children etc.) and facilitated by professional moderators experienced in child consultations; at least 10 meetings.
- D2.6 : Final event (Czech Republic) [23]

Final event on the CPAT process in the Czech Republic for the presentation of assessment results and next steps ahead; introduction of next steps ahead that could still be launched under the current project. Preparation of invitations, agenda, signed presence lists, presentations, evaluation report, and feedback.

D2.7 : Child safeguarding policy (Czech Republic) [6]

Specific child safeguarding policy to be developed before first focus group meetings with children take place, and for which the partner institution is accountable.

#### Schedule of relevant Milestones

Milestone number <sup>18</sup>	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
--------------------------------	-----------------	------------------	----------------------	-----------------------

<b>Work package number</b> <sup>9</sup>	WP3	<b>Lead beneficiary</b> <sup>10</sup>	5 - MOSA ICE
<b>Work package title</b>	CPAT assessment Iceland		
<b>Start month</b>	3	<b>End month</b>	24

### Objectives

- Undertake an assessment of national child participation mechanisms and practice in close collaboration with various stakeholders and the help of the Council of Europe Child Participation Assessment Tool (CPAT)
- Increase the awareness stakeholders, stimulate the dialogue between them and create a dynamic to prepare the grounds for further action improving national frameworks, resources and capacities in the area of child participation
- Specific objective in Iceland: Develop a comprehensive national policy and action plan on child participation on the basis of a solid analysis of legislation and practice according to the CPAT tool; ensure good coordination of children's rights policies at governmental level; create accessible and child-friendly information on child participation for children and authorities in consultation with children.

### Description of work and role of partners

#### **WP3 - CPAT assessment Iceland** [Months: 3-24]

**MOSA ICE, COE**

The objective is to adapt, launch and carry out national assessment processes by using the CPAT in the Iceland. This will be achieved through different steps, including:

- Organising national training and induction seminars involving all stakeholders identified as key at the national (and the local) level - at least 1 national training and induction seminar, several work meetings on methodology; 1-3 consultation meetings; at least 10 focus group meetings with children and young people;
- Concluding the assessments jointly with all stakeholders and target groups involved – at least producing an assessment report and an action plan, organise a final evaluation meeting and a workshop for children and other stakeholders

### Participation per Partner

<b>Partner number and short name</b>	<b>WP3 effort</b>
1 - COE	3.60
<b>Total</b>	3.60

### List of deliverables

<b>Deliverable Number</b> <sup>14</sup>	<b>Deliverable Title</b>	<b>Lead beneficiary</b>	<b>Type</b> <sup>15</sup>	<b>Dissemination level</b> <sup>16</sup>	<b>Due Date (in months)</b> <sup>17</sup>
D3.1	Assessment report (Iceland)	5 - MOSA ICE	Report	Confidential, only for members of the consortium (including the Commission Services)	13
D3.2	Action Plan (Iceland)	5 - MOSA ICE	Report	Public	24
D3.3	Induction seminar (Iceland)	5 - MOSA ICE	Other	Confidential, only for members of the consortium (including the Commission Services)	3



### List of deliverables

Deliverable Number <sup>14</sup>	Deliverable Title	Lead beneficiary	Type <sup>15</sup>	Dissemination level <sup>16</sup>	Due Date (in months) <sup>17</sup>
D3.4	National stakeholder consultation meeting (Iceland)	5 - MOSA ICE	Other	Confidential, only for members of the consortium (including the Commission Services)	6
D3.5	Focus group meetings with children (Iceland)	5 - MOSA ICE	Other	Confidential, only for members of the consortium (including the Commission Services)	7
D3.6	Final event (Iceland)	5 - MOSA ICE	Other	Confidential, only for members of the consortium (including the Commission Services)	23
D3.7	Child safeguarding policy (Iceland)	5 - MOSA ICE	Report	Confidential, only for members of the consortium (including the Commission Services)	6

### Description of deliverables

- Assessment report: Development of an assessment methodology to be applied in the process; collection and analysis of assessment results, summary of results in an overall assessment report
- Action plan: Development of a national action plan based on the assessment, including specific and concrete lines of action

D3.1 : Assessment report (Iceland) [13]

Development of an assessment methodology to be applied in the process; collection and analysis of assessment results, summary of results in an overall assessment report

D3.2 : Action Plan (Iceland) [24]

Development of a national action plan based on the assessment, including specific and concrete lines of action

D3.3 : Induction seminar (Iceland) [3]

National induction seminar introducing the CPAT and the process ahead to all relevant stakeholders.

D3.4 : National stakeholder consultation meeting (Iceland) [6]

Consultation meetings with various stakeholders; according to national set-up and focus 1-3 meetings.

D3.5 : Focus group meetings with children (Iceland) [7]

Consultation meetings with children in different settings, age groups and composition (including children in vulnerable situations and from minority groups); possibly linked to specific organisational or institutional contexts (schools, NGOs working with children etc.) and facilitated by professional moderators experienced in child consultations; at least 10 meetings.

D3.6 : Final event (Iceland) [23]

Final event on the CPAT process in Iceland for the presentation of assessment results and next steps ahead; introduction of next steps ahead that could still be launched under the current project. Preparation of invitations, agenda, signed presence lists, presentations, evaluation report, and feedback.

D3.7 : Child safeguarding policy (Iceland) [6]

Specific child safeguarding policy to be developed before first focus group meetings with children take place, and for which the partner institution is accountable.

#### Schedule of relevant Milestones

<b>Milestone number<sup>18</sup></b>	<b>Milestone title</b>	<b>Lead beneficiary</b>	<b>Due Date (in months)</b>	<b>Means of verification</b>
--------------------------------------	------------------------	-------------------------	-----------------------------	------------------------------

<b>Work package number</b> <sup>9</sup>	WP4	<b>Lead beneficiary</b> <sup>10</sup>	2 - CNPDPCJ
<b>Work package title</b>	CPAT assessment Portugal		
<b>Start month</b>	2	<b>End month</b>	24

### Objectives

- Undertake an assessment of national child participation mechanisms and practice in close collaboration with various stakeholders and the help of the Council of Europe Child Participation Assessment Tool (CPAT)
- Increase the awareness stakeholders, stimulate the dialogue between them and create a dynamic to prepare the grounds for further action improving national frameworks, resources and capacities in the area of child participation
- Specific objective for Portugal: On the basis of the CPAT assessment results, develop a White Paper on Child Participation in Portugal mapping the current child participation panorama in the country and systematizing and amplifying the information available on this issue; pave the way for the next steps in policy-making towards the full enjoyment of the right of children to participate, as promoted by Council of Europe instruments, and by capitalising on the implementation of the National Strategy for the Rights of the Child (2019-2022).

### Description of work and role of partners

#### **WP4 - CPAT assessment Portugal** [Months: 2-24]

**CNPDPJCJ, COE**

The objective is to adapt, launch and carry out national assessment processes by using the CPAT in the Portugal. This will be achieved through different steps, including:

- Organising national training and induction seminars involving all stakeholders identified as key at the national (and the local) level - at least 1 national training and induction seminar, several work meetings on methodology; 1-3 consultation meetings; at least 10 focus group meetings with children and young people;
- Concluding the assessments jointly with all stakeholders and target groups involved – at least producing an assessment report and an action plan, organise a final evaluation meeting and a workshop for children and other stakeholders

### Participation per Partner

<b>Partner number and short name</b>	<b>WP4 effort</b>
1 - COE	2.60
<b>Total</b>	2.60

### List of deliverables

<b>Deliverable Number</b> <sup>14</sup>	<b>Deliverable Title</b>	<b>Lead beneficiary</b>	<b>Type</b> <sup>15</sup>	<b>Dissemination level</b> <sup>16</sup>	<b>Due Date (in months)</b> <sup>17</sup>
D4.1	Assessment report (Portugal)	2 - CNPDPCJ	Report	Public	17
D4.2	Action Plan/White Paper (Portugal)	2 - CNPDPCJ	Report	Public	24
D4.3	Induction seminar (Portugal)	2 - CNPDPCJ	Other	Confidential, only for members of the consortium (including the Commission Services)	2

### List of deliverables

Deliverable Number <sup>14</sup>	Deliverable Title	Lead beneficiary	Type <sup>15</sup>	Dissemination level <sup>16</sup>	Due Date (in months) <sup>17</sup>
D4.4	National stakeholder consultation meeting (Portugal)	2 - CNPDPCJ	Other	Confidential, only for members of the consortium (including the Commission Services)	6
D4.5	Focus group meetings with children (Portugal)	2 - CNPDPCJ	Other	Confidential, only for members of the consortium (including the Commission Services)	3
D4.6	Child safeguarding policy (Portugal)	2 - CNPDPCJ	Report	Confidential, only for members of the consortium (including the Commission Services)	3
D4.7	Final event (Portugal)	2 - CNPDPCJ	Other	Confidential, only for members of the consortium (including the Commission Services)	12

### Description of deliverables

- Assessment report: Development of an assessment methodology to be applied in the process; collection and analysis of assessment results, summary of results in an overall assessment report; additional development of a child friendly version by month 21-22;

- Action plan: Development of a White Paper on Child Participation in Portugal - based on the assessment, aimed at setting out policy options and recommendations towards the full enjoyment of the right of children to participate -, and launch in a final public event

D4.1 : Assessment report (Portugal) [17]

Development of an assessment methodology to be applied in the process; collection and analysis of assessment results, summary of results in an overall assessment report; additional development of a child friendly version by month 21-22

D4.2 : Action Plan/White Paper (Portugal) [24]

Development of a White Paper on Child Participation in Portugal - based on the assessment, aimed at setting out policy options and recommendations towards the full enjoyment of the right of children to participate -, and launch in a final public event

D4.3 : Induction seminar (Portugal) [2]

National induction seminar introducing the CPAT and the process ahead to all relevant stakeholders.

D4.4 : National stakeholder consultation meeting (Portugal) [6]

Consultation meetings with various stakeholders; according to national set-up and focus 1-3 meetings.

D4.5 : Focus group meetings with children (Portugal) [3]

Consultation meetings with children in different settings, age groups and composition (including children in vulnerable situations and from minority groups); possibly linked to specific organisational or institutional contexts (schools, NGOs working with children etc.) and facilitated by professional moderators experienced in child consultations; at least 10 meetings.

D4.6 : Child safeguarding policy (Portugal) [3]

Specific child safeguarding policy to be developed before first focus group meetings with children take place, and for which the partner institution is accountable. Portugal has a child safeguarding policy which corresponds to the standards expected under this project but is in the process of further developing and improving it, and will use the new version for upcoming child consultations.

D4.7 : Final event (Portugal) [12]

Final event on the CPAT process in Portugal for the presentation of assessment results and next steps ahead; introduction of next steps ahead that could still be launched under the current project. Preparation of invitations, agenda, signed presence lists, presentations, evaluation report, and feedback.

#### Schedule of relevant Milestones

Milestone number <sup>18</sup>	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
--------------------------------	-----------------	------------------	----------------------	-----------------------

<b>Work package number</b> <sup>9</sup>	WP5	<b>Lead beneficiary</b> <sup>10</sup>	3 - MOJ
<b>Work package title</b>	National child participation mechanisms and tools in Finland		
<b>Start month</b>	1	<b>End month</b>	24

### Objectives

- Achieving a greater number and an improved quality of child participation strategies, evidence-based tools and mechanisms
- Improving the capacity of professionals in different sectors to involve children in decisions of concern to them

### Description of work and role of partners

#### **WP5 - National child participation mechanisms and tools in Finland** [Months: 1-24]

**MOJ, COE**

Finland has already undertaken and successfully concluded a CPAT assessment in 2019. It will therefore be one of two pilot countries to better illustrate the purpose of CPAT assessments, their positive impact on the national dialogue and dynamic around child participation, and to further develop concrete activities to facilitate and improve child participation mechanisms and interventions at national and local levels in their respective country contexts.

The key objectives in Finland will be to develop methodologies, collect good practices and develop training materials and implement training. The process and action following the CPAT assessment in 2019 is closely linked to the implementation of the National Democracy Programme and the National Strategy for Children, and notably targeted at raising the awareness of authorities about rights, obligations and methods relating to child participation through communication activities such as a challenge campaign and seminars for key stakeholders; promoting inter-professional collaboration and everyday involvement of young people in educational institutions, in social and health care, child protection and immigration services (including for children and young people in vulnerable situations); testing and developing various, both existing and new methods of consulting children and young people in government-level strategies as well as in development projects or legislative drafting projects topical for children and young people of various backgrounds; producing educational online material on the consultation of children and young people for civil servants; and developing and introducing new consultation methods at all levels of government, in particular to promote consultation with young people belonging to different linguistic and cultural groups and people with disabilities.

### Participation per Partner

<b>Partner number and short name</b>	<b>WP5 effort</b>
1 - COE	2.60
<b>Total</b>	2.60

### List of deliverables

<b>Deliverable Number</b> <sup>14</sup>	<b>Deliverable Title</b>	<b>Lead beneficiary</b>	<b>Type</b> <sup>15</sup>	<b>Dissemination level</b> <sup>16</sup>	<b>Due Date (in months)</b> <sup>17</sup>
D5.1	Publication package on consultation methods (Finland)	3 - MOJ	Report	Public	18
D5.2	Induction seminar (Finland)	3 - MOJ	Other	Confidential, only for members of the consortium (including the Commission Services)	3

### List of deliverables

Deliverable Number <sup>14</sup>	Deliverable Title	Lead beneficiary	Type <sup>15</sup>	Dissemination level <sup>16</sup>	Due Date (in months) <sup>17</sup>
D5.3	Co-operation and capacity-building seminars (Finland)	3 - MOJ	Other	Confidential, only for members of the consortium (including the Commission Services)	6
D5.4	Engagement meetings with children (Finland)	3 - MOJ	Other	Confidential, only for members of the consortium (including the Commission Services)	1
D5.5	Child safeguarding policy (Finland)	3 - MOJ	Report	Confidential, only for members of the consortium (including the Commission Services)	1
D5.6	Final event (Finland)	3 - MOJ	Other	Confidential, only for members of the consortium (including the Commission Services)	23

### Description of deliverables

Publication package on consultation methods:

- Online publication on child participation and consultation methods (good practices)
- Challenge campaign materials for social media and other communication channels (online materials)
- Online training material (videos, podcasts) on the consultation of children and young people for civil servants
- Online newsletters, social media posts, blog posts and press releases at government level

All publication items in Finnish and Swedish (with summary in English)

National events: one day event for civil servants and representatives of civil society organisations working with and for children and young people (60-70 participants); invitations, agenda, signed presence lists, presentations, evaluation report, and feedback

D5.1 : Publication package on consultation methods (Finland) [18]

Various publications: - Online publication on child participation and consultation methods (good practices) - Challenge campaign materials for social media and other communication channels (online materials) - Online training material (videos, podcasts) on the consultation of children and young people for civil servants - Online newsletters, social media posts, blog posts and press releases at government level All publication items in Finnish and Swedish (with summary in English)

D5.2 : Induction seminar (Finland) [3]

National induction seminar recalling the results of the recent CPAT evaluation and the process ahead to all relevant stakeholders.

D5.3 : Co-operation and capacity-building seminars (Finland) [6]

Co-operation meetings and capacity-building seminars with various stakeholders; according to project dynamic and interest met in specific professional areas 1-10 meetings.

D5.4 : Engagement meetings with children (Finland) [1]

Co-operation and engagement meetings with children in different settings, age groups and composition (including children in vulnerable situations and from minority groups); possibly linked to specific organisational or institutional

contexts (schools, NGOs working with children etc.) and facilitated by professional moderators experienced in child consultations; up to 10 meetings.

D5.5 : Child safeguarding policy (Finland) [1]

Specific child safeguarding policy to be developed before first engagement meetings with children take place, and for which the partner institution is accountable.

D5.6 : Final event (Finland) [23]

Final event on the project and related processes in Finland for the presentation and joint discussion of results, action taken, mechanisms and tools developed, lessons learned and next steps ahead. Preparation of invitations, agenda, signed presence lists, presentations, evaluation report, and feedback.

#### Schedule of relevant Milestones

Milestone number <sup>18</sup>	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
--------------------------------	-----------------	------------------	----------------------	-----------------------



<b>Work package number</b> <sup>9</sup>	WP6	<b>Lead beneficiary</b> <sup>10</sup>	4 - IRSSV
<b>Work package title</b>	National child participation mechanisms and tools in Slovenia		
<b>Start month</b>	1	<b>End month</b>	24

### Objectives

- Improving the capacity of professionals working with and for children to involve children in decision-making processes
- Strengthening the participation skills of the most deprived children
- Bringing policy recommendation to national policy attention

### Description of work and role of partners

#### **WP6 - National child participation mechanisms and tools in Slovenia** [Months: 1-24]

**IRSSV, COE**

Slovenia has already undertaken and successfully concluded a CPAT assessment in 2019. It will therefore be one of two pilot countries to better illustrate the purpose of CPAT assessments, their positive impact on the national dialogue and dynamic around child participation, and to further develop concrete activities to facilitate and improve child participation mechanisms and interventions at national and local levels in their respective country contexts.

The key objectives in Slovenia will be to prepare a specific national Handbook on children's participation as a basis for developing training material and training courses, checklists for improving child participation in specific contexts as well as specific policy guidance and methodologies; for dissemination at the national and the international level. Child participation will be addressed at three key levels of intervention: Through a network of professionals working with children, through the involvement of deprived children (e.g. young children, children from rural areas, from less educated or disadvantaged families, with migrant background) and through drafting policy recommendations for national stakeholders and advocating them in different political, administrative and professional contexts, including through a final conference for all stakeholders.

### Participation per Partner

<b>Partner number and short name</b>	<b>WP6 effort</b>
1 - COE	4.10
<b>Total</b>	4.10

### List of deliverables

<b>Deliverable Number</b> <sup>14</sup>	<b>Deliverable Title</b>	<b>Lead beneficiary</b>	<b>Type</b> <sup>15</sup>	<b>Dissemination level</b> <sup>16</sup>	<b>Due Date (in months)</b> <sup>17</sup>
D6.1	Handbook (Slovenia)	4 - IRSSV	Report	Public	16
D6.2	Checklists (Slovenia)	4 - IRSSV	Report	Public	16
D6.3	Policy guidance (Slovenia)	4 - IRSSV	Report	Public	24
D6.4	Induction seminar (Slovenia)	4 - IRSSV	Other	Confidential, only for members of the consortium (including the Commission Services)	3

### List of deliverables

Deliverable Number <sup>14</sup>	Deliverable Title	Lead beneficiary	Type <sup>15</sup>	Dissemination level <sup>16</sup>	Due Date (in months) <sup>17</sup>
D6.5	Co-operation and capacity-building seminars (Slovenia)	4 - IRSSV	Other	Confidential, only for members of the consortium (including the Commission Services)	6
D6.6	Engagement meetings with children (Slovenia)	4 - IRSSV	Other	Confidential, only for members of the consortium (including the Commission Services)	7
D6.7	Child-safeguarding policy (Slovenia)	4 - IRSSV	Report	Confidential, only for members of the consortium (including the Commission Services)	6
D6.8	Final event (Slovenia)	4 - IRSSV	Other	Confidential, only for members of the consortium (including the Commission Services)	23

### Description of deliverables

- Handbook: Specific national Handbook developed on the basis of the COE Handbook and a round of testing and consultations with professionals
- Checklists: Development of checklists for improving the participation of deprived children in various contexts
- Policy guidance: Specific guidance for decision-makers in different political, administrative and professional context; for dissemination at the national and the international level

#### D6.1 : Handbook (Slovenia) [16]

Specific national Handbook developed on the basis of the COE Handbook and a round of testing and consultations with professionals

#### D6.2 : Checklists (Slovenia) [16]

Development of checklists for improving the participation of deprived children in various contexts

#### D6.3 : Policy guidance (Slovenia) [24]

Policy guidance for decision-makers in different political, administrative and professional context; for dissemination at the national and the international level

#### D6.4 : Induction seminar (Slovenia) [3]

National induction seminar recalling the results of the recent CPAT evaluation and the process ahead to all relevant stakeholders.

#### D6.5 : Co-operation and capacity-building seminars (Slovenia) [6]

Co-operation meetings and capacity-building seminars with various stakeholders; according to project dynamic and interest met in specific professional areas 1-10 meetings.

#### D6.6 : Engagement meetings with children (Slovenia) [7]

Co-operation and engagement meetings with children in different settings, age groups and composition (including children in vulnerable situations and from minority groups); possibly linked to specific organisational or institutional contexts (schools, NGOs working with children etc.) and facilitated by professional moderators experienced in child consultations; up to 10 meetings.

**D6.7 : Child-safeguarding policy (Slovenia) [6]**

Specific child safeguarding policy to be developed before first engagement meetings with children take place, and for which the partner institution is accountable.

**D6.8 : Final event (Slovenia) [23]**

Final event on the project and related processes in Slovenia for the presentation and joint discussion of results, action taken, mechanisms and tools developed, lessons learned and next steps ahead. Preparation of invitations, agenda, signed presence lists, presentations, evaluation report, and feedback.

**Schedule of relevant Milestones**

<b>Milestone number<sup>18</sup></b>	<b>Milestone title</b>	<b>Lead beneficiary</b>	<b>Due Date (in months)</b>	<b>Means of verification</b>
--------------------------------------	------------------------	-------------------------	-----------------------------	------------------------------

<b>Work package number</b> <sup>9</sup>	WP7	<b>Lead beneficiary</b> <sup>10</sup>	1 - COE
<b>Work package title</b>	Provision and development of European resources		
<b>Start month</b>	1	<b>End month</b>	24

### Objectives

- Sharing, introducing and facilitating access to existing European tools for the stakeholder in partner countries
- Producing a range of new resources to be made available for future European policy making in partner countries to the project and other European countries

### Description of work and role of partners

#### **WP7 - Provision and development of European resources** [Months: 1-24]

##### **COE**

Action will include:

Making existing key European tools available for the process and providing training to national partners on how to use them (notably the CPAT tool and the new Handbook for Professionals) – during the kick-off meeting for the project: familiarise delegations with the tools available and present their application in detail;

- Providing the expertise of international consultants specialising in child participation as a substantive input and resource for the overall process and for the successful conclusion of national activities, including by sending international consultants selected into the partner countries at specific, well-defined moments of national processes – international consultants will support the definition of the work programme, participate in work meetings and participate in national activities;

- Promoting the project and its specific activities at European and national events organised by partner organisations of the Council of Europe and individual national governments, also to receive feedback and proposals enriching further developments – at least two missions by staff members and/or international consultants to present the project at international or national level

- Developing a range of new European resources and tools, based on national experiences made and tools produced during the project (and “re-injected” into the project), including:

o Awareness-raising material for decision-makers, professionals and children – at least one item aimed at awareness-raising of a specific group (leaflet, webpage, social media campaign etc.);

o Models strategies based on multi-stakeholder approaches – at least one instrument guiding the development of national strategies and action plans;

o Handbooks for professionals in specific areas (schools, social services, health systems, judiciary etc.) – at least one handbook promoting child participation in a specific area not covered yet (e.g. health systems);

o Checklists for child consultations in specific contexts and under specific conditions (e.g. to consult children in vulnerable situations, such as children with disabilities, from ethnic minorities or migrant children) – at least three checklists for consulting with children generally or in specific contexts;

o Training materials for selected groups of professionals (inspired by and re-inspiring training materials at the national level) – model training materials for at least two groups of professionals (e.g. health workers and social workers).

### Participation per Partner

<b>Partner number and short name</b>	<b>WP7 effort</b>
1 - COE	13.00
<b>Total</b>	13.00

### List of deliverables

Deliverable Number <sup>14</sup>	Deliverable Title	Lead beneficiary	Type <sup>15</sup>	Dissemination level <sup>16</sup>	Due Date (in months) <sup>17</sup>
D7.1	European Tools	1 - COE	Report	Public	24

### Description of deliverables

European Tools:

Production of a comprehensive and coherent package of European resources, including:

- Awareness-raising material for decision-makers, professionals and children;
- Models strategies based on multi-stakeholder approaches – at least one instrument guiding the development of national strategies and action plans;
- Handbooks for professionals in specific areas (schools, social services, health systems, judiciary etc.);
- Checklists for child consultations in specific contexts and under specific conditions;
- Training materials for selected groups of professionals.

D7.1 : European Tools [24]

Production of a comprehensive and coherent package of European resources, including: - Awareness-raising material for decision-makers, professionals and children (leaflets in child-friendly language, webpage serving as a resource centre with guidance to be downloaded, social media campaigns (every time an event happens or a new tool is published), specific webinars to promote products or discuss issues, good practices etc.); - Models strategies based on multi-stakeholder approaches – at least one instrument guiding the development of national strategies and action plans; - Handbooks for professionals in specific areas (schools, social services, health systems, judiciary etc.); - Checklists for child consultations in specific contexts (poor children, children in care etc.) and under specific conditions (children in emergency situations, in confinement etc.); - Training materials for selected groups of professionals (caregivers, teachers, medical professionals etc.).

### Schedule of relevant Milestones

Milestone number <sup>18</sup>	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
--------------------------------	-----------------	------------------	----------------------	-----------------------

<b>Work package number</b> <sup>9</sup>	WP8	<b>Lead beneficiary</b> <sup>10</sup>	1 - COE
<b>Work package title</b>	Set-up of a European "child participation leadership network"		
<b>Start month</b>	1	<b>End month</b>	24

### Objectives

- Creating a European "child participation leadership network"
- Creating the technical tools for networking, peer exchanges and access to key resources
- Preparing the grounds for upholding the movement created in the project beyond the implementation period and involving further partner countries and organisations (sustainability)

### Description of work and role of partners

#### **WP8 - Set-up of a European "child participation leadership network"** [Months: 1-24]

##### **COE**

- A European "child participation leadership network" by mobilising relevant partners will be launched including - at least 12 countries to be associated through their governments and other stakeholders (partner countries and other EU and Council of Europe member states; observer countries).
- The project will create and promote a visual identity, relevant communication tools (leaflet, website), and practical tools to ensure the smooth functioning of the network, including a dedicated online platform for the exchange of good practice. A major European conference generating interest in prolonged action and accountability for concrete results on strengthened child participation frameworks and action.

### Participation per Partner

<b>Partner number and short name</b>	<b>WP8 effort</b>
1 - COE	13.00
<b>Total</b>	13.00

### List of deliverables

<b>Deliverable Number</b> <sup>14</sup>	<b>Deliverable Title</b>	<b>Lead beneficiary</b>	<b>Type</b> <sup>15</sup>	<b>Dissemination level</b> <sup>16</sup>	<b>Due Date (in months)</b> <sup>17</sup>
D8.1	Website	1 - COE	Websites, patents filling, etc.	Public	6
D8.2	Final event	1 - COE	Other	Confidential, only for members of the consortium (including the Commission Services)	24

### Description of deliverables

- Creation of a webbased platform for networking purposes, peer exchanges and access to key resources
- Gathering all project partners, representatives of target groups and stakeholders from across Europe to present the project outcomes and create a new dynamic for upholding the movement over the next years

#### D8.1 : Website [6]

Creation of a webbased platform for networking purposes, peer exchanges and access to key resources

**D8.2 : Final event [24]**

Gathering all project partners, representatives of target groups and stakeholders from across Europe, including children (and facilitators supporting their participation) to present the project outcomes and create a new dynamic for upholding the movement over the next years. Preparation of invitations, agenda, signed presence lists, presentations, evaluation report, and feedback.

**Schedule of relevant Milestones**

<b>Milestone number<sup>18</sup></b>	<b>Milestone title</b>	<b>Lead beneficiary</b>	<b>Due Date (in months)</b>	<b>Means of verification</b>
--------------------------------------	------------------------	-------------------------	-----------------------------	------------------------------

#### 1.3.4. WT4 List of milestones

Milestone number <sup>18</sup>	Milestone title	WP number <sup>9</sup>	Lead beneficiary	Due Date (in months) <sup>17</sup>	Means of verification
MS1	START	WP1	1 - COE	3	Kick-off meeting with all delegations, introduction of the project team, explaining the work programme ahead, objectives, key events, timelines, evaluation framework etc.
MS2	MID-TERM	WP1	1 - COE	13	All national activities kicked off and well progressed; mid-term event; significant part of the budget spent; report on action taken (including financial report)
MS3	CLOSING	WP1	1 - COE	24	Closing event with all delegations; production of final report on action taken notably at the European level, but also referring to national action (also to be covered in separate national reports).



### 1.3.5. *WT5 Critical Implementation risks and mitigation actions*

<b>Risk number</b>	<b>Description of risk</b>	<b>WP Number</b>	<b>Proposed risk-mitigation measures</b>
1	Lack of political willingness in partner countries to support the process	WP1, WP2, WP3, WP4, WP5, WP6, WP8	Project partners - institutions involved, CoE and relevant national CDENF delegations - to convince competent decision-makers to take ownership and support the process
2	Key staff involved leaving respective organisations or departments	WP1, WP2, WP3, WP4, WP5, WP6, WP7, WP8	Creation of clear planning, follow-up and reporting procedures and tools, so that new staff joining the project team can be operational swiftly
3	Prolonged public health crisis and confinement linked to the Covid-19 pandemic	WP1, WP2, WP3, WP4, WP5, WP6	Replace physical meetings with all stakeholders (project partners, institutions concerned, children etc.) by meetings in online format

### 1.3.6. WT6 Summary of project effort in person-months

	WP1	WP2	WP3	WP4	WP5	WP6	WP7	WP8	Total Person/Months per Participant
1 - COE	26	2.80	3.60	2.60	2.60	4.10	13	13	67.70
2 - CNPDPCJ	3.10	0	0	0	0	0	0	0	3.10
3 - MOJ	3.10	0	0	0	0	0	0	0	3.10
4 - IRSSV	4.10	0	0	0	0	0	0	0	4.10
5 - MOSA ICE	3.60	0	0	0	0	0	0	0	3.60
6 - MOLSA	2.80	0	0	0	0	0	0	0	2.80
<b>Total Person/Months</b>	42.70	2.80	3.60	2.60	2.60	4.10	13	13	84.40

### *1.3.7. WT7 Tentative schedule of project reviews*

<b>Review number <sup>19</sup></b>	<b>Tentative timing</b>	<b>Planned venue of review</b>	<b>Comments, if any</b>
RV1	24	To be decided.	In the frame of the assessment of the final report, a review may take place.

### 1. Project number

The project number has been assigned by the Commission as the unique identifier for your project. It cannot be changed. The project number **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

### 2. Project acronym

Use the project acronym as given in the submitted proposal. It can generally not be changed. The same acronym **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

### 3. Project title

Use the title (preferably no longer than 200 characters) as indicated in the submitted proposal. Minor corrections are possible if agreed during the preparation of the grant agreement.

### 4. Starting date

Unless a specific (fixed) starting date is duly justified and agreed upon during the preparation of the Grant Agreement, the project will start on the first day of the month following the entry into force of the Grant Agreement (NB : entry into force = signature by the Commission). Please note that if a fixed starting date is used, you will be required to provide a written justification.

### 5. Duration

Insert the duration of the project in full months.

### 6. Call (part) identifier

The Call (part) identifier is the reference number given in the call or part of the call you were addressing, as indicated in the publication of the call in the Official Journal of the European Union. You have to use the identifier given by the Commission in the letter inviting to prepare the grant agreement.

### 7. Abstract

### 8. Project Entry Month

The month at which the participant joined the consortium, month 1 marking the start date of the project, and all other start dates being relative to this start date.

### 9. Work Package number

Work package number: WP1, WP2, WP3, ..., WPn

### 10. Lead beneficiary

This must be one of the beneficiaries in the grant (not a third party) - Number of the beneficiary leading the work in this work package

### 11. Person-months per work package

The total number of person-months allocated to each work package.

### 12. Start month

Relative start date for the work in the specific work packages, month 1 marking the start date of the project, and all other start dates being relative to this start date.

### 13. End month

Relative end date, month 1 marking the start date of the project, and all end dates being relative to this start date.

### 14. Deliverable number

Deliverable numbers: D1 - Dn

### 15. Type

Please indicate the type of the deliverable using one of the following codes:

R	Document, report
DEM	Demonstrator, pilot, prototype
DEC	Websites, patent filings, videos, etc.
OTHER	
ETHICS	Ethics requirement
ORDP	Open Research Data Pilot
DATA	data sets, microdata, etc.

## 16. Dissemination level

Please indicate the dissemination level using one of the following codes:

- PU Public
- CO Confidential, only for members of the consortium (including the Commission Services)
- EU-RES Classified Information: RESTREINT UE (Commission Decision 2005/444/EC)
- EU-CON Classified Information: CONFIDENTIEL UE (Commission Decision 2005/444/EC)
- EU-SEC Classified Information: SECRET UE (Commission Decision 2005/444/EC)

## 17. Delivery date for Deliverable

Month in which the deliverables will be available, month 1 marking the start date of the project, and all delivery dates being relative to this start date.

## 18. Milestone number

Milestone number: MS1, MS2, ..., MSn

## 19. Review number

Review number: RV1, RV2, ..., RVn

## 20. Installation Number

Number progressively the installations of a same infrastructure. An installation is a part of an infrastructure that could be used independently from the rest.

## 21. Installation country

Code of the country where the installation is located or IO if the access provider (the beneficiary or linked third party) is an international organization, an ERIC or a similar legal entity.

## 22. Type of access

- TA-uc if trans-national access with access costs declared on the basis of unit cost,
- TA-ac if trans-national access with access costs declared as actual costs, and
- TA-cb if trans-national access with access costs declared as a combination of actual costs and costs on the basis of unit cost,
- VA-uc if virtual access with access costs declared on the basis of unit cost,
- VA-ac if virtual access with access costs declared as actual costs, and
- VA-cb if virtual access with access costs declared as a combination of actual costs and costs on the basis of unit cost.

## 23. Access costs

Cost of the access provided under the project. For virtual access fill only the second column. For trans-national access fill one of the two columns or both according to the way access costs are declared. Trans-national access costs on the basis of unit cost will result from the unit cost by the quantity of access to be provided.

## Part B – Project CP4EUROPE

Revised on 10/02/2021

### Contents

<b>1. Project background, needs assessment &amp; relevance</b>	<b>2</b>
<b>2. Objectives, methodology &amp; impact</b>	<b>3</b>
2.1 Objectives, impact & methodology	3
2.2. Cost effectiveness	8
2.3. European added value	8
2.4. Timetable	9
<b>3. Participants and project management</b>	<b>11</b>
3.1 Consortium cooperation & division of roles for multi-beneficiary grants	11
3.2 Subcontracting	12
3.3 Project management	14
3.4 Project teams and staff	14
3.5 Monitoring and evaluation	14
3.6 Dissemination, communication and visibility of EU funding	15
3.7 Ethics	15
3.8 Sustainability and continuation	16
<b>4. History of changes between your proposal and Annex I to the Grant Agreement "Description of the Action"</b>	<b>17</b>

# 1. Project background, needs assessment & relevance

## Background

The Council of Europe promotes child participation in line with international and European standards, including the Charter of Fundamental Rights and the UN Convention on the Rights of the Child (Article 12 in this particular context), but also numerous other instruments ([see EU acquis on the rights of the child](#)). In its own work, these standards complement other dedicated texts, including the Committee of Minister's Recommendation CM/Rec(2012)2) on the participation of children and young people under the age of 18.

Under its current [Strategy for the Rights of the Child \(2016-2021\)](#), the Council of Europe has developed a number of tools and acquired practical experience in their application. This includes the Council of Europe [Child Participation Assessment Tool \(CPAT\)](#) containing a well-structured, systemic multi-stakeholder approach to evaluate national child participation mechanisms and action which has been used by nine EU member states between 2014 and 2019 (Bulgaria, Estonia, Finland, Ireland, Italy, Latvia, Malta, Romania, Slovenia).

During the 2019 Romanian Chairmanship of the EU, the Council of Europe has been solicited to contribute to informal expert meetings and the Conference on 'Children's Participation in Decision and Policy Making at EU level' on the 6-7 of May 2019, organised by the Romanian Ministry of Labour and Social Justice in Bucharest. During these exchanges, it has been pointed out that the Council of Europe experience and tools are considered interesting resources to be shared with further EU member states in order to make further progress in this area in Europe.

## Needs assessment

The position of the child within the family and in society has changed over the past decades, moving away from more paternalistic attitudes towards participatory approaches under which children are being listened to and their views taken more seriously. This trend has been fuelled by the omnipresence of information technologies with regard which many children have easy access and understanding – this also provides them with more information about their rights and sometimes a higher degree of understanding of complex life situations such as parental separation. All these developments lead to a greater need for child participation and child consultations, and higher expectations amongst children in this respect which are also turned towards professionals who may open up opportunities for them.

The Steering Committee for the Rights of the Child (CDENF) is an intergovernmental platform of the Council of Europe to support and follow the implementation and progress of the Strategy. Based on interest expressed by the national delegations of a majority of the 47 Council of Europe member states (including all EU member states), child participation has always been high on its agenda, and the demand for the CPAT tool significant. The partner countries of the present proposal have been selected via their national delegations to the CDENF, based on a set of objective criteria. A geographically balanced group of five countries were selected based on interest, previous experience and capacities, as well as the specific focus and added value of respective activities envisaged: the Czech Republic, Finland, Iceland, Portugal and Slovenia. This core group will allow to develop tools, materials and strategies towards establishing and consolidating a common European practice within the EU area. Whereas Finland and Slovenia are more advanced thanks to previous project cooperation with the Council of Europe, the other countries will launch the CPAT processes for the first time. Next to the five countries selected, further countries were highly interested in joining the project, including in particular Croatia, Ireland and Spain; this shows that expectations for policy guidance are high.

In addition to CPAT, the Council of Europe has been one of the pioneers in developing and strengthening child-friendly approaches and capacities of judicial systems, through the [Guidelines on child-friendly justice](#) adopted by the Committee of Ministers in 2010 (following the consultation of around 3 800 children). These guidelines have since been implemented through numerous co-operation projects which are still being pursued in many countries today (e.g. through the "Barnahus" projects in Slovenia in 2018-2019 and 2020-2021 with financial support of the EU Structural Reform Support Services). The present project therefore builds on the lessons learnt and best practices from previous cooperation and projects at European and country level.

## Relevance

This project proposal addresses priority 3 of the call in a targeted manner *“to assess national legislative and policy frameworks for child participation, with a view to designing and implementing tools to promote child participation at national level”*. In direct response to the “expected results” specified in the call conditions, the project will specifically:

- Increase the awareness on children's right to participation, and its practical implementation, notably among decision-makers, professionals working with children, and children themselves;
- Contribute to increased space for children to make their voices heard at the local level, through local authorities and services, and to increased capacities (of decision-makers and professionals) to take children's views into account in relevant decision-making processes;
- Strengthen the knowledge and expertise on embedding child participation in all stages of decision-making processes at local and national levels;
- Create immediate opportunities for inclusive, meaningful and impactful child participation and prepare the grounds for sustainable mechanisms and activities.

The project is thus highly relevant for different focus groups, including first and foremost children themselves who will already find participation opportunities during the project itself and can then hope for stronger mechanisms once the project will have been concluded. Secondly, the adults targeted through the project (political and administrative decision-makers at various levels and professionals working with children) will benefit from the project in multiple ways: they will be able to participate in a national dialogue, contribute to the development of specific resources responding to their needs, learn through more dynamic exchanges with other professionals both at national and European level and find inspiration in European resources.

At Council of Europe level, the project would be led in continuity with previous activities, both in the area of child participation (e.g. previous CPAT assessment rounds) and related areas (e.g. child-friendly justice). This relevance is also perceived at the European Commission, where different interlocutors at the European Commission have pointed to the great interest that Council of Europe tools and experience have for the European Union and its member states.

## **2. Objectives, methodology & impact**

### **2.1 Objectives, impact & methodology**

## Project approach

The project pursues an approach which it is aimed at achieving an impact through activities developed at the national and the European levels which are meant to be complementary. The key objective will be to assess and thereby strengthen child participation mechanisms and practice at the national level, then to support specific implementation activities resulting from previous assessment processes. The five partner countries participating in the project are placed at different moments on the timeline reaching from assessment to strategy/action plan development to implementation; whilst two of them have already undertaken an assessment, three countries still need to proceed to them. Those who have finalised their assessments, may therefore serve as examples and “laboratories” to illustrate what progress can be possibly achieved following a child participation assessment using the Council of Europe CPAT tool; those who still have to assess can benefit of previous learning experiences, then feed in their own results into an increased European dynamic. The Council of Europe shall coordinate national efforts and add a dimension of networking, by connecting delegations between each other and with other countries having undertaken similar assessments and efforts in the past, and by providing a European online tool serving as an exchange and dissemination platform for good national and European practices.



## Objectives

For reasons of clarity and transparency, the objectives of this project are specified according to the structure of the work packages:

### 1 – Management and coordination:

The first work package will allow for organising and coordinating the work under the project in the most efficient and effective manner to achieve a sustained impact at country and EU level. To regularly measure progress and adjust workplans, the objective is to **maintain weekly contacts with each of the 5 partner delegations**, organise regular **video meetings every three months**, and organise **3 meetings of the project-related Steering Group** (respectively at the beginning, mid-term and end of the 24 months implementation period).

### 2 – CPAT Assessments (action group 1):

The objective is to adapt, launch and carry out national assessment processes by using the CPAT in three countries: **Czech Republic, Iceland, Portugal**. This will be achieved through different steps, including:

- Organising national training and induction seminars involving all stakeholders identified as key at the national (and the local) level – **at least 3 national training and induction seminars (1 per country), several work meetings on methodology; 1-3 consultation meetings; at least 10 focus group meetings with children and young people;**
- Concluding the assessments jointly with all stakeholders and target groups involved – **at least 3 assessment reports, 3 action plans, 3 final evaluation meetings and 3 feedback workshops for children and other stakeholders (1 each per country)**

With regard to these general objectives, **each of the countries of action group 1 also has its specific objectives**, and in some cases, substantive experience as a resource to be shared with other countries:

- Through the CPAT assessment, as well as related and subsequent activities, the **Czech Republic** will follow a two-fold approach both strengthening the competences of all actors included in support and preventive system (schools, doctors, social workers, other professionals) to reflect the opinions of children in their activities, and empowering children and families by strengthening their awareness of their rights and the importance of their opinion, in particular to vulnerable children and families (e.g. children with experience in institutional care);
- The main objectives of the CPAT assessment to take place in **Iceland** are to develop a comprehensive national policy and action plan on child participation on the basis of a solid analysis of legislation and practice; to ensure good coordination of children's rights policies at governmental level; and to create accessible and child-friendly information on child participation for children and authorities in consultation with children.
- On the basis of the CPAT assessment results, **Portugal** will develop a *White Paper on Child Participation in Portugal*, mapping the current child participation panorama in the country and systematizing and amplifying the information available on this issue; paving the way for the next steps in policy-making towards the full enjoyment of the right of children to participate, as promoted by Council of Europe instruments and by capitalising on the implementation of the National Strategy for the Rights of the Child (2019-2022).

### 3 – Development of national child participation mechanisms and tools (action group 2):

**Finland and Slovenia** have already undertaken and successfully concluded a CPAT assessment in 2019. They will be pilot countries to better illustrate the purpose of CPAT assessments, their positive impact on the national dialogue and dynamic around child participation, and to further develop concrete activities to facilitate and improve child participation mechanisms and interventions at national and local levels in their respective country contexts. Both countries set different accents in their projects coordinated by the Council of Europe.

The key objectives in **Finland** will be to **develop methodologies, collect good practices and develop training materials and implement training**. The process and action following the CPAT assessment in 2019 is closely linked to the implementation of the National Democracy Programme and the National Strategy for Children, and notably targeted at raising the awareness of authorities about rights, obligations and methods relating to child participation through communication activities such as a challenge campaign and seminars for key stakeholders; promoting inter-professional collaboration and everyday involvement of young people in educational institutions, in social and health care, child protection and immigration services (including for children and young people in vulnerable situations); testing and developing various, both existing and new methods of consulting children and young people in government-level strategies as well as in

development projects or legislative drafting projects topical for children and young people of various backgrounds; producing educational online material on the consultation of children and young people for civil servants; and developing and introducing new consultation methods at all levels of government, in particular to promote consultation with young people belonging to different linguistic and cultural groups and people with disabilities.

The key objectives in **Slovenia** will be to prepare **a specific national Handbook on children's participation** as a basis for developing training material and training courses, **checklists for improving child participation in specific contexts** as well as **specific policy guidance and methodologies**; for dissemination at the national and the international level. Child participation will be addressed at three key levels of intervention: Through a network of professionals working with children, through the involvement of deprived children (e.g. young children, children from rural areas, from less educated or disadvantaged families, with migrant background) and through drafting policy recommendations for national stakeholders and advocating them in different political, administrative and professional contexts, including through a final conference for all stakeholders.

#### **4 – Provision and development of European resources:**

- Making existing key European tools available for the process and providing training to national partners on how to use them (notably the CPAT tool and the new Handbook for Professionals) – **during the kick-off meeting for the project: familiarise delegations with the tools available and present their application in detail;**
- Providing the expertise of international consultants specialising in child participation as a substantive input and resource for the overall process and for the successful conclusion of national activities, including by sending international consultants selected into the partner countries at specific, well-defined moments of national processes – **international consultants will support the definition of the work programme, participate in work meetings and participate in national activities;**
- Promoting the project and its specific activities at European and national events organised by partner organisations of the Council of Europe and individual national governments, also to receive feedback and proposals enriching further developments – **at least two missions by staff members and/or international consultants to present the project at international or national level**
- Developing a range of new European resources and tools, based on national experiences made and tools produced during the project (and “re-injected” into the project), including:
  - o Awareness-raising material for decision-makers, professionals and children – **at least one item aimed at awareness-raising of a specific group (leaflet, webpage, social media campaign etc.);**
  - o Models strategies based on multi-stakeholder approaches – **at least one instrument guiding the development of national strategies and action plans;**
  - o Handbooks for professionals in specific areas (schools, social services, health systems, judiciary etc.) – **at least one handbook promoting child participation in a specific area not covered yet (e.g. health systems);**
  - o Checklists for child consultations in specific contexts and under specific conditions (e.g. to consult children in vulnerable situations, such as children with disabilities, from ethnic minorities or migrant children) – **at least three checklists for consulting with children generally or in specific contexts;**
  - o Training materials for selected groups of professionals (inspired by and re-inspiring training materials at the national level) – **model training materials for at least two groups of professionals (e.g. health workers and social workers);**

#### **5 – Set-up of a European “child participation leadership network”:**

A **European “child participation leadership network”** will be formally launched, including all 5 partner countries (all EU and Council of Europe member states or associated states), the Council of Europe and relevant Directorates of the European Commission. Further promotion of the project beyond the core group will be prepared (so that other countries may be able to join the network after the end of the project).

The project will create and promote **a visual identity, relevant communication tools (leaflet, website), and practical tools to ensure the smooth functioning of the network**, including a dedicated online platform **for the exchange of good practice. A major European conference generating interest** in prolonged action **and accountability** for concrete results on strengthened child participation frameworks and action.

## Impact

In line with the Council of Europe Project Management Methodology (PMM), results and impact of the project activities will be measured at different levels. The following simplified results-chain will deepen the understanding of each work package and provide a more transparent framework for evaluation and monitoring purposes within the Council of Europe and towards the EU as the main donor:

<b>Impact:</b> Children across Europe find multiple opportunities to participate in individual decision-making processes through stronger child participation mechanisms and practice at the national and the local level		
<b>Intermediate outcome 1:</b> Children benefit from stronger child participation frameworks and action in selected EU/Council of Europe member states serving as models to contribute to further dissemination of resources and good practice across Europe.	<b>Immediate Outcome 1.1:</b> Improved knowledge and awareness on child participation mechanisms and practice and the need for strengthening them in three of the partner countries (Action Group 1: Czech Republic, Iceland, Portugal)	<b>Output 1.1.1.</b> Recommendations from assessments of child participation mechanisms and practice carried out according to CPAT available in 3 countries
		<b>Output 1.1.2.</b> Authorities, professionals and children are sensitized on the need for and opportunities of child participation
		<b>Output 1.1.3.</b> Policies, tools and resources are developed or adapted, including an action plan leading on to further national activities consolidating child participation mechanisms
	<b>Immediate Outcome 1.2:</b> Strengthened capacities and resources of authorities and professionals in all partner countries to carry out child participation activities for improved law and policymaking and service provision (Czech Republic, Finland, Iceland, Portugal, Slovenia)	<b>Output 1.2.1.</b> Based on recommendations, child participation action is carried out or stepped up at different levels (national, regional, local) and in different settings (political, social, educational, judicial, healthcare-related etc.) in all partner countries
		<b>Output 1.2.2.</b> Specific resources and tools are being developed to foster quality child participation activities in the country (national strategies, handbooks, checklists, training materials etc.)
		<b>Output 1.2.3.</b> Specific groups of professionals are being trained to implement child participation activities and training programmes incorporated into regular curricula for relevant professions in partner countries
<b>Intermediate outcome 2:</b> Children across Europe benefit from the dissemination of good national practice in terms of child participation mechanisms and action, through the development of model resources and tools made available to	<b>Immediate Outcome 2.1:</b> Good practices identified and lessons learnt and consolidated in all partner countries and shared across Europe	<b>Output 2.1.1.</b> Recommendations for legislative changes to consolidate child participation practices available within selected partner countries or provided to them through external support
		<b>Output 2.1.2.</b> Knowledge and guidance on child participation practices made available to be replicated at national and local level in partner countries and in other European countries
		<b>Output 2.1.3.</b> European resources developed and made available to all interested countries for further dissemination of good practice (model strategies and other resources, including handbooks, checklists and training modules)

<p>stakeholders in all five participating EU/Council of Europe member states and promoted via a European network and platforms</p>	<p><b>Immediate Outcome 2.2</b> A European “child participation leadership network” set-up to support peer exchanges and further development of child participation mechanisms and good practices across Europe</p>	<p><b>Output 2.2.1.</b> A European “child participation leadership network” is formally set-up and equipped to function over a longer time period</p> <p><b>Output 2.2.2.</b> The tools for regular peer exchanges within the European network are being created, (e.g. a web-based platform, list of resource persons, regular events etc.)</p> <p><b>Output 2.2.3.</b> Good practices, training and tools are further adapted and disseminated amongst all EU/Council of Europe member States involved as project partners</p>
--	---	--

## Methodology

The project will run over a 24-months with a proposed **implementation period of 1 April 2021 until 31 March 2023**. Any preparatory measures, such as the conclusion of co-operation agreements, specifying national work programmes or identifying qualified staff could be undertaken prior to the actual implementation period.

Methodologies employed also include:

- a **systemic view** of children’s life situations, which is sensitive to specific needs in being heard and consulted about decisions concerning them (e.g. children with disabilities will have specific needs and so will children of poor families or ethnic minorities who tend to be discriminated and are seldom heard);
- a **multi-stakeholder approach**, under which a maximum of stakeholders is involved in the project, into the national dialogue surrounding it and the concrete activities to be developed;
- a **sustainable approach**, under which child participation opportunities are not sought as one-off events, but which tries to anchor child participation as a human right among the general public, in institutional systems and the capacities and knowledge of relevant professionals working with children;
- an **experimental approach**, under which the aim will not be to develop theoretical frameworks for child participation, but to enter right into the practice and develop child participation mechanisms and practice “bottom-up”;

an **imminently participatory approach** ensuring that stakeholders do not only speak about child participation but will practice it straight away during the project.

## 2.2. Cost effectiveness

The project is an ambitious undertaking that will exploit the opportunities offered, for example by associating a number of partners or proposing a wide range of deliverables. The requested level of EU-funding is significant but well employed for the generation of concrete, immediate results, the stimulation of new dynamics in various policy areas, for influence taken on profound attitudes and the development of new sustainable mechanisms ensuring child participation in the long-term. The project also has a high “**multiplying potential**”: by increasing the visibility of child participation activities and positive experiences they represent, and hereby triggering further interest and innovation in even more countries. - A significant scope of results will be achieved through a manageable level of resources.

At a very practical level, the project is **highly cost-effective by creating synergies** with existing institutions and employing existing resources: European coordination and activities will be anchored within the Council of Europe Children’s Rights Division, where a dedicated project team will be set up but also benefit of the support and experience in project management of staff members in place (of higher grades and long-standing experience in child participation); existing or currently developed European tools will be “injected” into the project (such as the CPAT tool or a Handbook for Professionals on Children’s Participation currently being developed by the Council of Europe). At the national level, the project will benefit from increased political willingness built up during the preparation of the present proposal. – The project will be able to enter into the production of concrete results and deliverables rapidly, and the invested funding should become effective within short time frames.

*During the stage of “grant agreement preparation” (GAP), the comments received through the evaluation summary report by the European Commission, notably regarding the project’s cost effectiveness, have been well noted.*

*These comments have been taken into account by decreasing the amount assigned to work package 5 (now work package 8) which had been evaluated as too high.*

*Also, in the course of preparations made towards the actual kick-off of the project and the conclusion of a consortium agreement, amendments shall be proposed for the overall budget, and the lump sums assigned to each partner in the project proposal (found to be a shortcoming in the evaluation summary report) will be specified and differentiated. Some first indications towards this evolution are already made during the GAP phase, by adjusting the budget accordingly.*

## 2.3. European added value

### European dimension

The project has a European dimension at different levels:

- The five selected partner countries will directly benefit from European support, resources and peer exchanges with stakeholders from other countries;
- Experience, information and resources generated at the national level will be directly “re-injected” into the project through regular peer exchanges and the “child participation leadership network”;
- Following the project, the experience, information and resources generated by the project both at national and European levels will constitute a resource centre that can be further shared (e.g. through a web-based platform) and disseminated (e.g. through European events) across the EU, the Council of Europe and even on a global scale;
- At the European level, the experiences made under the project could possibly even lead to the development of new standards on child participation.

The partner countries participating in the project are the **Czech Republic, Finland, Iceland (qualifying for this call), Portugal and Slovenia**; they have been selected through their delegations on the intergovernmental Steering Committee for the Rights of the Child (CDENF) at the Council of Europe.

National activities related to the project will be developed by national stakeholders in the five partner countries; European activities will be organised by the Council of Europe, either to take place in Strasbourg or in one of the partner countries (in close collaboration with the latter). Wherever possible and appropriate, the project will be given visibility through external events organised by further partner organisations and governments across Europe.

## 2.4. Timetable

Timetable																								
Fill in cells in beige to show the duration of activities. Repeat lines/columns as necessary.																								
<b>Note:</b> Use the project month numbers instead of calendar months. Month 1 marks always the start of the project. In the timeline you should indicate the timing of each activity per WP.																								
ACTIVITY	MONTHS																							
	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12	M 13	M 14	M 15	M 16	M 17	M 18	M 19	M 20	M 21	M 22	M 23	M 24
Activity 1.1 (COE admin support)																								
Activity 1.2 (COE exchange support)																								
Activity 1.3 (COE reporting)																								
Activity 2.1.1 (Czech Republic - Preparation)																								
Activity 2.1.2 (Czech Republic - Consultation)																								
Activity 2.1.3 (Czech Republic – Evaluation and follow-up)																								
Activity 2.2.1 (Iceland - Mobilisation)																								
Activity 2.2.2 (Iceland - Consultation)																								
Activity 2.2.3 (Iceland - Evaluation)																								
Activity 2.2.4 (Iceland – Follow-up)																								
Activity 2.3.1 (Portugal - Mobilisation)																								

Activity 2.3.2 (Portugal - Consultation)																						
Activity 2.3.3 (Portugal - Evaluation)																						
Activity 2.3.4 (Portugal - Follow-up)																						
Activity 3.1.1 (Finland - Modelling)																						
Activity 3.1.2 (Finland - Material production)																						
Activity 3.1.3 (Finland - Dissemination)																						
Activity 3.2.1 (Slovenia - Capacity development)																						
Activity 3.2.2 (Slovenia - Empowering children)																						
Activity 3.2.3 (Slovenia Policy guidance)																						
Activity 4.1 (COE - tool introduction)																						
Activity 4.2 (COE - promotion)																						
Activity 4.3 (COE - resources)																						
Activity 5.1 (COE - European network)																						
Activity 5.2 (COE - online tool)																						
Activity 5.3 (COE -																						



### **3. Participants and project management**

The list of beneficiaries is included in annex 1 Part A section 1.2.

#### **3.1 Consortium cooperation & division of roles for multi-beneficiary grants**

Any funding received for the project will be divided between:

- the Council of Europe as the main beneficiary and coordinator of the overall project, also providing key deliverables, setting up the network ensuring smooth coordination during and beyond the project's implementation period, and organising and providing the external expertise of international consultants (specially selected through procurement procedures) and
- five national partners/beneficiaries, who are either specialised government departments or related public bodies, in charge of promoting child participation in various contexts in the following countries:  
**Czech Republic, Finland, Iceland, Portugal and Slovenia.**

The Council of Europe will provide its own expertise and methodologies to carry out the project, including the Child Participation Assessment Tool (CPAT) which has already been used by 9 EU member states in the past, its own knowledge on child participation matters and its access to a wide network of international consultants who are highly experienced in this area (including partner consultants to be selected). The Council of Europe as the coordinator will also bring in its long-standing experience in setting up and running co-operation projects with multiple stakeholders which require regular exchanges and networking activities and are highly research-oriented and knowledge-based.

For different activities, including child participation and consultations, the main national partners, already specialising in children's rights and child participation themselves, will collaborate with other organisations acting as service provider (e.g. NGOs) which are already partly identified in the present proposals. The exact project set-up for each partner country will be specified once the funding has been assigned to the project and when the consortium agreements is negotiated and concluded between the Council of Europe as the coordinator and each national partner (i.e. in early 2021).

#### **Project set-up & division of roles for mono-beneficiary grants:**

Not applicable for this project proposed by a multi-beneficiary consortium (one coordinator/five partners).



## 3.2 Subcontracting

Give details on subcontracted action tasks (if any) and explain the reasons why (as opposed to direct implementation by the participants).

**Note:** Subcontracting concerns the outsourcing of a part of the action to a party outside the consortium. It is not simply about purchasing goods or services. We normally expect that the consortium participants to have sufficient operational capacity to implement the project activities themselves. Sub-contracting should therefore be exceptional.

Include only subcontracts that comply with the rules (i.e. best value for money and no conflict of interest; subcontracting is not possible for key coordinator tasks and may not cover the core of the action; see art 10 of the Model Grant Agreement).

Participant name	Description of the subcontracted action task	Estimated costs (EUR)	Justification (why is subcontracting necessary?)	Best-value-for-money (how do you intend to ensure it?)
COE	S1.1 - Consultant support to organising the work process; organising and participating in different work meetings  1.1 and 1.2: Support to the programming of work and the organisation of work meetings	15 000 EUR	Child participation assessments and development of child participation activities require a high level of expertise	Call for consultants according to COE procurement procedures
COE	S1.2 - Consultant support to the monitoring progress, evaluating results and producing final reports  1.3: Support to overall, programming, evaluation and reporting (through written deliverables)	15 000 EUR	Consultants' expertise gained in the past and during the work process will be helpful to observe, evaluate and report on the project and its results	Call for consultants according to COE procurement procedures
MOLSA	S2.2.1	NN	<i>Possible subcontracting be specified at a later stage</i>	
FRN	S2.2.1	NN	<i>Possible subcontracting be specified at a later stage</i>	
CNPDPJ	S2.3.1	NN	<i>Possible subcontracting be specified at a later stage</i>	
OM	S3.1.1	NN	<i>Possible subcontracting be specified at a later stage</i>	
IRSSV	S3.2.1	NN	<i>Possible subcontracting be specified at a later stage</i>	
COE	S4.1 - Consultant support to prepare specific European tools  4.1 - 4.3 : Producing a range of new resources (tools) to be made available for future European policymaking in partner countries to the project and other European countries	52 500 EUR	Expert input needed for the preparation of specific resources	Call for consultants according to COE procurement procedures

COE	<p>S5.1 - Consultant support to prepare specific European tools</p> <p>5.2 : Creating a visual identity and an online platform linked to the project and child participation matters as such; to be enriched throughout the project and beyond</p>	15 000 EUR	Buying expertise for building up an online exchange platform and resource centre for a new European network	Call for consultants according to COE procurement procedures
<p>Other issues:</p> <p><i>If subcontracting for the entire project goes beyond 30% of the total eligible costs, give specific reasons.</i></p>				

### 3.3 Project management

The project will be managed and coordinated by the Council of Europe and in particular by the Children's Rights Division, reporting upwards according to relevant internal procedures. All staff in the division have a long-standing experience in project management, either in previous joint projects with the EU or co-operation projects funded by other donors or projects developed in the intergovernmental sphere (ministerial/international events, major publications or regular campaigns involving multiple partners and networks).

Internal project management and budgetary control will also be ensured through the Council of Europe Project Management System (PMM) where the project, its deliverables, indicators, risks and other categories of information are documented in detail.

Regular contacts will be held with the national partner delegations by the Head of Division, a senior Programme Officer and the project team, both through the Steering Group to be dedicated to the project and on an individual basis. Communication will be ensured through all means, in particular video conferences, telephone conversations and email contact.

### 3.4 Project teams and staff

At the Council of Europe, a permanent staff member with 14 years of experience within the organisation, in charge of preparing this project proposal, will continue to supervise and support the project throughout the implementation period.

The actual activities related to the project will be carried out by a project manager and an administrative support assistant; pro-rata time will also be dedicated to the project by a financial assistant in charge of the project. The project manager is responsible for all organisational matters; the administrative support assistant for the administrative and logistic matters (invitations, travel/ conference logistics).

At the national level, within partner organisations, senior project managers/researchers/advisers will be in charge of coordinating and implementing project-related activities; they will generally be staff members of project partners (part A of the proposal).

The CVs of all staff members involved in the project can be found in Annex 1 to the application, alongside the job profiles of staff to be recruited at Council of Europe level.

### 3.5 Monitoring and evaluation

The Council of Europe as the coordinator will monitor the project at different levels in line with the results-based approach. The Council of Europe PMM IT-tool will facilitate systematic monitoring, measuring progress and adjusting activities based on needs. Information will be shared with the donor and stakeholders regularly or as relevant.

The project monitoring processes include the following components:

- National partners will monitor activities undertaken at their level, the reception by children as the main target group, by professionals working with children and by any organisation acting as a service provider, for example by receiving relevant feedback through surveys or questionnaires to be filled at the end of each event; national partners should also keep track of how many people in different categories have been reached through the project;
- Evaluation of any progress and final achievements will be done through the dedicated project steering group to involve the representatives of partner countries and international experts and gather at least three times during the project's implementation period: once at the beginning, once for a mid-term evaluation and once to conclude the joint project. The coordination unit set up at Council of Europe level shall organise these meetings and follow relevant monitoring and evaluation procedures by proposing adapted tools (e.g. questionnaires and summaries based here-on) and preparing relevant evaluation reports;

- As all delegations involved in the project are also represented at the Council of Europe Steering Committee for the Rights of the Child (CDENF) gathering twice a year, the CDENF will be regularly informed about progress made under the project and guide the respective next work phases by reviewing action undertaken and forwarding proposals for new activities yet to be developed;
- The possibility of **peer reviewing** the project results will be explored in mid-term or at the end of the project by relevant partners in other organisations or with the international consultants involved in the project who may have accompanied similar processes and activities in other European countries (NB: in the upcoming procurement procedures, they will be selected upon profile and experience in the area of child participation).

At a stage yet to be agreed with the donor, a review of the project and ongoing implementation process could also be undertaken with partners in the EC/DGJUST who are interested in the project results and may have their own ideas of what they hope to achieve from the project.

*During the stage of “grant agreement preparation” (GAP), the comments received through the evaluation summary report by the European Commission, notably regarding the proposed evaluation framework which had been found insufficient by the commentators, have been well noted.*

*These comments have been or will be taken into account in the following way:*

- *The method of peer reviewing, which was not considered to be an evaluation method as such, will be repositioned and complemented by a more solid evaluation framework;*
- *The evaluation framework to be applied during the whole project will be profoundly reviewed by the time of the project’s official starting date (now: 1 April 2021); it will notably be made more solid in order to provide for the right tools and methodologies to guide (and where necessary correct or complement) project action as needed throughout the implementation period, and to evaluate the project in the most accountable and transparent manner towards the end.*

### 3.6 Dissemination, communication and visibility of EU funding

Visibility will be given to the project activities via the “classic” communication channels of all partners involved: news items on web pages and in newsletters, press briefings, social media campaigns, reporting on activities to hierarchy and different bodies. The EU funding will be prominently acknowledged in all communication and visibility activities of the project.

Once launched, the project will also be promoted through the events of partner organisations, in particular when focusing on child participation specifically. Presentations could be made at seminars and conferences organised by the European Commission, other international organisations, individual governments, or civil society organisations. Organisation of web-based events, such as webinars dedicated to the project and its first achievements, will be considered in order to reach a wider audience.

The dedicated website set up under the project as a support tool facilitating European exchanges and providing useful resources, will also give visibility to all project partners including the European Commission as the main donor funding the project. All communication material, whether virtual or print, will systematically include references to project partners and sources of financing, including prominent display of the emblem of the European Union.

### 3.7 Ethics

#### **Different groups affected by the project (rights-holders and duty-bearers)**

The proposed action will affect both rights-holders (in particular children) and duty-bearers (authorities, professionals working with and for children). In line with the Council of Europe Project Management Methodology (PMM), a human rights approach will be adopted with an aim to empower children to know and claim their rights, and to increase the ability and accountability of the relevant stakeholders responsible for protecting and upholding those rights.

### **Relevance of gender mainstreaming in the project**

Gender will be mainstreamed throughout the proposed action. Attention will also be paid to the fact that gender inequality patterns in society affect girls more than boys and recognising that boys have an active role in breaking those stereotypes, also and in particular in the area of child participation which is about giving children (girls and boys) a voice and where personal capacities and confidence for speaking up will certainly play a role.

### **Rights of the child mainstreaming**

The rights of the child are the first and utmost concern of this project proposal, in particular the right of the child to be heard as protected by different European and international instruments (COE instrument, EU acquis and UNCRC). Equally, other human rights of children will be considered in a transversal manner throughout the project, including the right to non-discrimination and to protection (see below). Constituting European and national project teams on an interdisciplinary basis and involving people of various backgrounds and professions in the Steering Group, in training and induction seminars and other events related to the project, will further support this cross-cutting approach, ensuring that no issue of concern for children will be neglected.

### **Measures for equality and non-discrimination**

In defining the precise activities of the proposed action, considerations will be made to ensure equality and non-discrimination. Special attention will also be paid to address the needs of children belonging to vulnerable groups (e.g. children in care) or children who face multiple discrimination (e.g. girls with disabilities living in care). Balanced participation of women and men and girls and boys, as well as of participants from all regions and minorities, will be ensured as far as possible in the project activities.

### **Measures for active and safe participation**

The proposed action and the concrete activities are based on direct consultations with key child rights stakeholders in partner countries. In this context, it is of utmost importance to create safe spaces for children and provide them with reporting opportunities (and information about them) in order to protect children and prevent any safety issues. For this reason, all partners of the present project have their own child safeguarding policies or are in the process of developing them. Moreover, the participation of civil society, where organisations are very much used to organising and running child participation, is one of the key strategies to secure commitment and awareness of the wider society to strengthening child participation in a pro-active and secured context.

## **3.8 Sustainability and continuation**

The project is designed to create sustainable results and effects beyond the implementation period:

Through the dialogue stimulated in assessment processes, the awareness and mind-set of national stakeholders will be raised with regard to the need to strengthen child participation mechanisms and action. Professionals working with children will be trained to reach out to children in a more instructed manner. Adapted and sustainable resources will be created at the national level, including strategies, handbooks, checklists or training material, that can be shared across the country. Finally, sustainability of the project results and impact will be achieved through the “child participation leadership network” that will be set up to exchange European good practice in the long term. At the end of the implementation period, the network will be maintained by a selected organisation or alternatively as part of the Council of Europe intergovernmental structures, given the available resources.

#### 4. History of changes between your proposal and Annex I to the Grant Agreement "Description of the Action"

Please state whether you have made any changes in the data entered in on-line forms in the participant portal (which will become Part A of the Description of the Action) when compared to Part B of the original proposal ( <i>Description of workpackages and activities</i> ).		
Changes suggested in the Evaluation Summary Report	YES	<p>Evaluation framework to be reviewed (to be more detailed and planning ahead); will be done ahead of the actual start of the project on 1 April 2021.</p> <p>Cost effectiveness reviewed, notably for WP 5 (now 8), by decreasing the relevant amount.</p> <p>Overcome further shortcomings in the cost-effectiveness by reviewing, specifying and differentiating the amounts assigned to national delegations (in order to better reflect all partners roles and tasks in the distribution of funding).</p>
Other changes	YES	Better specifying all deliverables expected to be produced under the project, both at the European and national levels, including the efforts deployed at coordinator's level.
Please state whether you have made any changes in Part B of the Description of the Action when compared to Part B of the original proposal ( <i>General Description of the project and applicant organisation</i> ).		
Changes suggested in the Evaluation Summary Report	NO	No of section/page(s), concise description of the change(s)
Other changes	YES	Added a brief summary of the "project approach" as an introduction to that section in order to make very clear what are the key objectives of the project and what will be the benefit for countries involved (thus illustrating that the emphasis is set on developing child participation mechanisms and practice at the national level, close to where children evolve (thus, in practice, also involving regional and local levels).
<p><b>Note:</b> Please note that changes to your original proposal should be limited to modifications suggested in the Evaluation Summary Report (ESR). We strongly advise against any other changes at this point as they may lead to the Commission considering the modified proposal as not compliant with the one recommended for funding and terminating the grant agreement preparation. Should you wish to introduce some modifications nevertheless (e.g. as a result of "force majeure" changes that occurred since the date of your original proposal), these must be indicated in the table. Failure to clearly signal any changes made to your proposal may lead to termination of the grant agreement preparation or – at any point following the signature of a grant agreement – to the termination of the grant agreement by the Commission. In accordance with Art. 34.3.1 (i)(ii).</p>		

ESTIMATED BUDGET FOR THE ACTION

	Estimated eligible <sup>1</sup> costs (per budget category)										EU contribution <sup>2</sup>			Action's estimated receipts		
	A. Direct personnel costs	B. Direct travel and subsistence costs			C. Direct costs of subcontracting	[D. Direct costs of fin. support]	E. Other direct costs	F. Indirect costs <sup>3</sup>	Total costs	Reimbursement rate % <sup>4</sup>	Maximum EU Contribution <sup>5</sup>	Maximum grant amount <sup>6</sup>	Income generated by the action	Financial contributions given by third parties to the beneficiaries	Action's total receipts	
	A.1 Employees (or equivalent)  A.2 Natural persons under direct contract and seconded persons	B.1 Travel	B. Subsistence			[D.1 Financial support]  [D.2 Prizes]	E.1 Equipment  E.2 Other goods and services									
Cost form <sup>7</sup>	Actual	Actual	Actual	Unit <sup>8</sup>		Actual	Actual	Actual	Flat-rate <sup>9</sup>							
	a	b1	[b2]	No	Total [b2]	c	[d]	e	f = flat-rate * (a + b1 + [b2] + c + [d] + e)	g = a + b1 + [b2] + c + [d] + e + f	h	i = g * h	j	k	l	m = k + l
1. COE	329 700.00	51 000.00	38 500.00			97 500.00	0.00	158 500.00	47 264.00	722 464.00	80.00	577 971.20	577 971.20	0.00	0.00	0.00
2. CNPDPCJ	10 000.00	0.00	0.00			0.00	0.00	25 000.00	2 450.00	37 450.00	80.00	29 960.00	29 960.00	0.00	0.00	0.00
3. MOJ	14 000.00	0.00	0.00			0.00	0.00	49 000.00	4 410.00	67 410.00	80.00	53 928.00	53 928.00	0.00	0.00	0.00
4. IRSSV	15 000.00	0.00	0.00			0.00	0.00	30 000.00	3 150.00	48 150.00	80.00	38 520.00	38 520.00	0.00	0.00	0.00
5. MOSA ICE	22 000.00	0.00	0.00			0.00	0.00	13 000.00	2 450.00	37 450.00	80.00	29 960.00	29 960.00	0.00	0.00	0.00
6. MOLSA	10 000.00	0.00	0.00			0.00	0.00	25 000.00	2 450.00	37 450.00	80.00	29 960.00	29 960.00	0.00	0.00	0.00
Σ consortium	400 700.00	51 000.00	38 500.00			97 500.00	0.00	300 500.00	62 174.00	950 374.00	80.00	760 299.20	760 299.20	0.00	0.00	0.00

<sup>1</sup> See Article 6 for the eligibility conditions.

<sup>2</sup> The consortium remains free to decide on a different internal distribution of the EU funding (via the consortium agreement; see Article 25.3).

<sup>3</sup> The indirect costs claimed must be free of any amounts covered by an operating grant (received under any EU or Euratom funding programme). A beneficiary that receives an operating grant during the duration of the action cannot claim any indirect costs for the year(s) covered by the operating grant (see Article 6.2.F).

<sup>4</sup> See Article 5.2 for the reimbursement rate.

<sup>5</sup> This is the theoretical amount of the EU contribution, if the reimbursement rate is applied to all the budgeted costs. This theoretical amount is capped by the 'maximum grant amount'.

<sup>6</sup> The 'maximum grant amount' is the maximum grant amount decided by the Commission. It normally corresponds to the requested grant, but may be lower.

<sup>7</sup> See Article 5.2 for the cost forms.

<sup>8</sup> See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

<sup>9</sup> For the flat rate, see Article 6.2.F.

**ANNEX 3**

**ACCESSION FORM FOR BENEFICIARIES**

**COMISSAO NACIONAL DE PROMOCAO DOS DIREITOS E PROTECAO DAS CRIANCAS E JOVENS (CNPDPJCJ)**, established in PRACA DE LONDRES N 2 PISO 2, LISBOA 1049-056, Portugal, VAT number: PT600086755, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

**hereby agrees**

**to become beneficiary No ('2')**

**in Grant Agreement No 101008482 ('the Grant Agreement')**

**between COUNCIL OF EUROPE - CONSEIL DE L'EUROPE and the European Union ('the EU'),** represented by the European Commission ('the Commission'),

**for the action entitled Strengthening National Child Participation Frameworks and Action in Europe (CP4Europe).**

***and mandates***

***the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.***

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

**SIGNATURE**

**For the beneficiary/new beneficiary/new coordinator**



## ANNEX 3

### ACCESSION FORM FOR BENEFICIARIES

**OIKEUSMINISTERIO (MOJ)**, established in ETELAESPLANADI 10, HELSINKI 00023, Finland, VAT number: FI02459747, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

**hereby agrees**

**to become beneficiary No ('3')**

**in Grant Agreement No 101008482 ('the Grant Agreement')**

**between COUNCIL OF EUROPE - CONSEIL DE L'EUROPE and the European Union ('the EU'),** represented by the European Commission ('the Commission'),

**for the action entitled Strengthening National Child Participation Frameworks and Action in Europe (CP4Europe).**

***and mandates***

***the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.***

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

## ANNEX 3

### ACCESSION FORM FOR BENEFICIARIES

**INSTITUT REPUBLIKE SLOVENIJE ZA SOCIALNO VARSTVO (IRSSV)**, established in TRZASKA CESTA 2, LJUBLJANA 1000, Slovenia, VAT number: SI13936409, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

**hereby agrees**

**to become beneficiary No ('4')**

**in Grant Agreement No 101008482 ('the Grant Agreement')**

**between COUNCIL OF EUROPE - CONSEIL DE L'EUROPE and the European Union ('the EU')**, represented by the European Commission ('the Commission'),

**for the action entitled Strengthening National Child Participation Frameworks and Action in Europe (CP4Europe).**

***and mandates***

***the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.***

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

## ANNEX 3

### ACCESSION FORM FOR BENEFICIARIES

**MINISTRY OF SOCIAL AFFAIRS (MOSA ICE)**, established in Skógarhlíð 6, Reykjavík 105, Iceland, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

**hereby agrees**

**to become beneficiary No ('5')**

**in Grant Agreement No 101008482 ('the Grant Agreement')**

**between COUNCIL OF EUROPE - CONSEIL DE L'EUROPE and the European Union ('the EU'),** represented by the European Commission ('the Commission'),

**for the action entitled Strengthening National Child Participation Frameworks and Action in Europe (CP4Europe).**

***and mandates***

***the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.***

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

**ANNEX 3**

**ACCESSION FORM FOR BENEFICIARIES**

**MINISTERSTVO PRACE A SOCIÁLNÍCH VĚCÍ ČESKÉ REPUBLIKY (MOLSA)**, established in Na Poříčním právu 376/1, Prague 128 00, Czech Republic, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

**hereby agrees**

**to become beneficiary No ('6')**

**in Grant Agreement No 101008482 ('the Grant Agreement')**

**between COUNCIL OF EUROPE - CONSEIL DE L'EUROPE and the European Union ('the EU')**, represented by the European Commission ('the Commission'),

**for the action entitled Strengthening National Child Participation Frameworks and Action in Europe (CP4Europe).**

***and mandates***

***the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.***

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

**SIGNATURE**

For the beneficiary/new beneficiary/new coordinator

print format A4  
landscape

MODEL ANNEX 4 JUST MGA — MULTI

FINANCIAL STATEMENT FOR [BENEFICIARY [name] / AFFILIATED ENTITY [name]] FOR REPORTING PERIOD [reporting period]

	Eligible <sup>1</sup> costs (per budget category)										Receipts			EU contribution		
	A. Direct personnel costs	B. Direct travel and subsistence costs			C. Direct costs of subcontracting	[D. Direct costs of fin. support]	E. Other direct costs	F. Indirect costs <sup>2</sup>	Total costs		Income generated by the action	Financial contributions given by third parties to the beneficiaries	Total receipts	Reimbursement rate % <sup>3</sup>	Maximum EU contribution <sup>4</sup>	Requested EU contribution
	A.1 Employees (or equivalent) A.2 Natural persons under direct contract seconded persons	B.1 Travel	B.2 Subsistence			[D.1 Financial support ] [D.2 Prizes ]	E.1 Equipment E.2 Other goods and services									
	Cost form <sup>5</sup>	Actual	Actual	Actual	Unit <sup>6</sup>	Actual	Actual	Actual	Flat-rate <sup>7</sup>							
		a	b1	[b2]	No Total [b2]	c	[d]	e	f = flat-rate * (a + b1 +b2 + c [+d ] + e)	g = a+ b1 +b2 + c [+ d ] + e + f	h	i	j= h + i	k	l	m
[short name beneficiary / affiliated entity]																

**The beneficiary/affiliated entity hereby confirms that:**  
The information provided is complete, reliable and true.  
The costs declared are eligible (see Article 6).  
The costs can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 12, 13 and 17).  
For the last reporting period: that all the receipts have been declared (see Article 5.3.3).

① Please declare all eligible costs, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Only amounts that were declared in your individual financial statements can be taken into account lateron, in order to replace other costs that are found to be ineligible.

<sup>1</sup> See Article 6 for the eligibility conditions.

<sup>2</sup> The indirect costs claimed must be free of any amounts covered by an operating grant (received under any EU or Euratom funding programme). A beneficiary that receives an operating grant during the duration of the action cannot claim any indirect costs for the year(s) covered by the operating grant (see Article 6.2.F).

<sup>3</sup> See Article 5.2 for the reimbursement rate.

<sup>4</sup> This is the theoretical amount of EU contribution that the system calculates automatically (by multiplying the reimbursement rate by the total costs declared). The amount you request (in the column 'requested EU contribution') may be less.

<sup>5</sup> See Article 5.2 for the cost forms.

<sup>6</sup> See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

<sup>7</sup> See Article 6.2.F for the flat-rate.

## ANNEX 5

### MODEL FOR THE CERTIFICATE ON THE FINANCIAL STATEMENT (CFS)

This document sets out:

- the objectives and scope of the independent report of factual findings on costs declared under a EU grant agreement financed under the Rights equality and citizenship Programme 2014-2020 or the Justice Programme 2014-2020 and
- a model for the certificate on the financial statement (CFS).

#### 1. Background and subject matter

**[OPTION 1 for actions with one RP and NO interim payments:** Within 60 days of the end of the reporting period, the coordinator must submit to the Commission a **final report**, which should include (among other documents and unless otherwise specified in Article 15 of the Grant Agreement) a **certified financial statement** (CFS; see proposed model below) for each beneficiary and (if applicable) each affiliated entity, if:

- the cumulative amount of payments the beneficiary/affiliated entity requests as reimbursement of actual costs is EUR 325 000 or more and
- the maximum EU contribution indicated for that beneficiary/affiliated entity in the estimated budget (see Annex 2) as reimbursement of actual costs is EUR 750 000 or more.]

**[OPTION 2 for actions with several RPs and interim payments:** Within 60 days of the end of each reporting period, the coordinator must submit to the Commission a **periodic report**, which should include (among other documents and unless otherwise specified in Article 15 of the Grant Agreement) a **certified financial statement** (CFS; see proposed model below) for each beneficiary and (if applicable) each affiliated entity, if:

- the cumulative amount of payments the beneficiary/affiliated entity requests as reimbursement of actual costs is EUR 325 000 or more and
- the maximum EU contribution indicated for that beneficiary/affiliated entity in the estimated budget (see Annex 2) as reimbursement of actual costs is EUR 750 000 or more.

The CFS must be submitted every time the cumulative amount of payments requested (i.e. including in previous financial statements) reaches the threshold (i.e. a first certificate once the cumulative amount reaches 325 000, a second certificate once it reaches 650 000, a third certificate once it reaches 975 000, etc.).

Once the threshold is reached, the CFS must cover all reporting periods for which no certificate has yet been submitted.]

The beneficiary must provide the CFS for itself and, if applicable, for its affiliated entity(ies).

The **purpose** of the audit on which the CFS is based is to give the Commission ‘reasonable assurance’<sup>1</sup> that costs declared as eligible costs under the grant (and, if relevant, receipts generated in the course of the action) are being claimed by the beneficiary in accordance with the relevant legal and financial provisions of the Grant Agreement.

The **scope** of the audit is limited to the verification of eligible costs included in the CFS. The audit must be conducted in line with point 3 below.

Certifying auditors must carry out the audits in compliance with generally accepted **audit standards** and indicate which standards they have applied. They must bear in mind that, to establish a CFS, they must carry out a compliance audit and not a normal statutory audit. The eligibility criteria in the Grant Agreement always override normal accounting practices.

The beneficiary and the auditor are expected to address any **questions on factual data or detailed calculations** before the financial statement and the accompanying certificate are submitted. It is also recommended that the beneficiary take into account the auditor’s preliminary comments and suggestions in order to avoid a qualified opinion or reduce the scope of the qualifications.

Since the certificate is the main source of assurance for cost claims and payments, it will be easier to consider amounts as eligible if a **non-qualified certificate** is provided..

The submission of a certificate does not affect the Commission’s right to carry out its **own assessment or audits**. Neither does the reimbursement of costs covered by a certificate preclude the Commission, the European Anti-Fraud Office or the European Court of Auditors from carrying out checks, reviews, audits and investigations in accordance with Article 17 of the Grant Agreement.

The Commission expects the certificates to be issued by auditors according to the highest professional standards.

## **2. Auditors who may deliver a certificate**

The beneficiary is free to choose a **qualified external auditor**, including its usual external auditor, provided that:

- the external auditor is **independent** from the beneficiary and
- the provisions of **Directive 2006/43/EC**<sup>2</sup> are complied with.

---

<sup>1</sup> This means a high degree of confidence.

<sup>2</sup> Directive [2006/43/EC](#) of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

Independence is one of the qualities that permit the auditor to apply unbiased judgement and objective consideration to established facts to arrive at an opinion or a decision. It also means that the auditor works without direction or interference of any kind from the beneficiary.

Auditors are considered as providing services to the beneficiary under a **purchase contract** within the meaning of Article 9 of the Grant Agreement. This means that the costs of the CFS may normally be declared as costs incurred for the action, if the cost eligibility rules set out in Articles 6 and 9.1.1 of the Grant Agreement are fulfilled (especially: best value for money and no conflict of interests; see also below eligibility of costs of other goods and services). Where the beneficiary uses its usual external auditor, it is presumed that they already have an agreement that complies with these provisions and there is no obligation to find new bids. Where the beneficiary uses an external auditor who is not their usual external auditor, it must select an auditor following the rules set out in Article 9.1.1.

**Public bodies** can choose an external auditor or a competent public officer. In the latter case, the auditor's independence is usually defined as independence from the audited beneficiary 'in fact and in appearance'. A preliminary condition is that this officer was not involved in any way in drawing up the financial statements. Relevant national authorities establish the legal capacity of the officer to carry out audits of that specific public body. The certificate should refer to this appointment.

### **3. Audit methodology and expected results**

#### ***3.1 Verification of eligibility of the costs declared***

The auditor must conduct its verification on the basis of inquiry and analysis, (re)computation, comparison, other accuracy checks, observation, inspection of records and documents and by interviewing the beneficiary (and the persons working for it).

The auditor must examine the following documentation:

- the Grant Agreement and any amendments to it;
- the periodical and/or final report(s);
- *for personnel costs*
  - salary slips;
  - time sheets;
  - contracts of employment;
  - other documents (e.g. personnel accounts, social security legislation, invoices, receipts, etc.);
  - proofs of payment;
- *for travel and subsistence costs*
  - the beneficiary's internal rules on travel;
  - transport invoices and tickets (if applicable);
  - declarations by the beneficiary;
  - other documents (proofs of attendance such as minutes of meetings, reports, etc.);
  - proofs of payment;
- *for equipment costs*
  - invoices;
  - delivery slips / certificates of first use;



- proofs of payment;
- depreciation method of calculation;
- *for subcontracting*
  - the call for tender;
  - tenders (if applicable);
  - justification for the choice of subcontractor;
  - contracts with subcontractors;
  - invoices;
  - declarations by the beneficiary;
  - proofs of payment;
  - other documents: e.g. national rules on public tendering if applicable, EU Directives, etc.;
- *for costs of other goods and services*
  - invoices;
  - proofs of payment; and
  - other relevant accounting documents.

### ***General eligibility rules***

The auditor must verify that the costs declared comply with the general eligibility rules set out in Article 6.1 of the Grant Agreement.

In particular, the costs must:

- be actually incurred;
- be linked to the subject of the Grant Agreement and indicated in the beneficiary's estimated budget (i.e. the latest version of Annex 2);
- be necessary to implement the action which is the subject of the grant;
- be reasonable and justified, and comply with the requirements of sound financial management, in particular as regards economy and efficiency;<sup>3</sup>
- have been incurred during the action, as defined in Article 3 of the Grant Agreement (with the exception of the invoice for the audit certificate and costs relating to the submission of the final report);
- not be covered by another EU or Euratom grant (see below ineligible costs);
- be identifiable, verifiable and, in particular, recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where it is established and its usual cost-accounting practices;
- comply with the requirements of applicable national laws on taxes, labour and social security;
- be in accordance with the provisions of the Grant Agreement (see, in particular, Articles 6 and 9-11a) and
- have been converted to euro at the rate laid down in Article 15.6 of the Grant Agreement:
  - for beneficiaries with accounts established in a currency other than the euro: Costs incurred in another currency must be converted into euros at the average of the daily exchange rates published in the C series of the [EU Official Journal](#) determined over the corresponding reporting period.

---

<sup>3</sup> To be assessed in particular on the basis of the procurement and selection procedures for service providers.

If no daily euro exchange rate is published in the EU Official Journal for the currency in question, the rate used must be the average of the monthly accounting rate established by the Commission and published on its [website](#);

- for beneficiaries with accounts established in euro:  
Costs incurred in another currency should be converted into euros applying the beneficiary's usual accounting practice.

The auditor must verify whether expenditure includes **VAT** and, if so, verify that the beneficiary:

- cannot recover the VAT (this must be supported by a statement from the competent body) and
- is not a public body acting as a public authority.

The auditor should base his/her audit approach on the **confidence level** following a review of the beneficiary's internal control system. When using sampling, the auditor should indicate and justify the sampling size.

### *Specific eligibility rules*

In addition, the auditor must verify that the costs declared comply with the specific cost eligibility rules set out in Article 6.2 and Articles 9.1.1, 10.1.1, 11.1.1, 11a.1.1 and 11a.2.1 of the Grant Agreement.

### *Personnel costs*

The auditor must verify that:

- personnel costs have been charged and paid in respect of the actual time devoted by the beneficiary's personnel to implementing the action (justified on the basis of time sheets or other relevant time-recording system);
- personnel costs were calculated on the basis of annual gross salary, wages or fees (plus obligatory social charges, but excluding any other costs) specified in an employment or other type of contract, not exceeding the average rates corresponding to the beneficiary's usual policy on remuneration;
- the work was carried out during the period of implementation of the action, as defined in Article 3 the Grant Agreement;
- the personnel costs are not covered by another EU or Euratom grant (see below ineligible costs);
- for additional remunerations: the 2 conditions set out in Article 6.2.A.1 of the Grant Agreement are met (i.e. that it is part of the beneficiary's usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required and that the criteria used to calculate the supplementary payments are objective and generally applied by the beneficiary, regardless of the source of funding used);
- for in-house consultants: the 3 conditions set out in Article 6.2.A.2 of the Grant Agreement are met (i.e. that the in-house consultant works under the beneficiary's instructions, that the result of the work carried out belongs to the beneficiary, and that the costs are not significantly different from those for personnel performing similar tasks under an employment contract).

The auditor should have assurance that the management and accounting system ensures proper allocation of the personnel costs to various activities carried out by the beneficiary and funded by various donors.

#### *Travel and subsistence costs*

The auditor must verify that travel and subsistence costs:

- have been charged and paid in accordance with the beneficiary's internal rules or usual practices (or, in the absence of such rules or practices, that they do not exceed the scale normally accepted by the Commission<sup>4</sup>;
- are not covered by another EU or Euratom grant (see below ineligible costs)
- were incurred for travels linked to action tasks set out in Annex 1 of the Grant Agreement;
- were incurred in the eligible countries set out in the call for proposals.

#### *Equipment costs*

The auditor must verify that:

- the equipment was acquired during the period of implementation of the action, as defined in Article 3 of the Grant Agreement;
- the equipment is purchased, rented or leased at normal market prices;
- public bodies have complied with the national rules on public procurement;
- the equipment is written off, depreciation has been calculated according to the tax and accounting rules applicable to the beneficiary and only the portion of the depreciation corresponding to the duration of the action has been declared and
- the costs are not covered by another EU or Euratom grant (see below ineligible costs).

#### *Costs of other goods and services*

The auditor must verify that:

- the purchase complies with best value for money (or lowest price) and that there was no conflict of interests;
- public bodies have complied with the national rules on public procurement;
- the costs are not covered by another EU or Euratom grant (see below ineligible costs).

#### *Subcontracting costs*

The auditor must verify that:

- the subcontracting complies with best value for money (or lowest price) and that there was no conflict of interests;
- the subcontracting was necessary to implement the action for which the grant is requested;
- the subcontracting was provided for in Annex 1 and Annex 2 or agreed to by the Commission at a later stage;

---

<sup>4</sup> See the Guide for Applicants — Action Grants.

- the subcontracting is supported by accounting documents in accordance with national accounting law;
- public bodies have complied with the national rules on public procurement.

### ***Ineligible costs***

The auditor must verify that the beneficiary has not declared any costs that are ineligible under Article 6.4 of the Grant Agreement:

- costs relating to return on capital;
- debt and debt service charges;
- provisions for future losses or debts;
- interest owed;
- doubtful debts;
- currency exchange losses;
- bank costs charged by the beneficiary's bank for transfers from the Commission;
- excessive or reckless expenditure;
- deductible VAT;
- VAT incurred by a public body acting as a public authority;
- costs incurred during suspension of the implementation of the action;
- in-kind contributions from third parties;
- costs declared under other EU or Euratom grants (including those awarded by a Member State and financed by the EU or Euratom budget or awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget); in particular, indirect costs if the beneficiary is already receiving an operating grant financed by the EU or Euratom budget in the same period;
- costs incurred for permanent staff of a national administration for activities that are part of its normal activities (i.e. not undertaken only because of the grant);
- costs incurred for staff or representatives of EU institutions, bodies or agencies;
- costs for activities that do/did not take place in one of the eligible countries specified in the call for proposals (unless approved by the Commission).

For more information on cost eligibility, see the Guide for applicants — Action Grants.

### ***3.2 Verification of receipts***

The auditor must verify that the beneficiary has declared receipts within the meaning of Article 5.3.3 of the Grant Agreement, i.e.:

- income generated by the action (e.g. from the sale of products, services and publications, conference fees) and
- financial contributions given by third parties, specifically to be used for costs that are eligible under the action.

### ***3.3 Verification of the beneficiary's accounting system***

The auditor must verify that:

- the accounting system (analytical or other suitable internal system) makes it possible to identify **sources of financing** for the action and related expenses incurred during the contractual period and

- expenses/income under the grant have been recorded systematically using a numbering system that **distinguishes** them from expenses/income for other projects.

## Certificate on the financial statement (CFS)

To

[Beneficiary/affiliated entity's full name  
address]

We, [full name of the audit firm/organisation], established in [full address/city/country],  
represented for signature of this audit certificate by [name and function of an authorised  
representative],

**hereby certify**

that:

1. We have **conducted an audit** relating to the costs declared in the financial statement of [name of beneficiary/affiliated entity] (the [beneficiary's]/[affiliated entity's]), to which this audit certificate is attached and which is to be presented to the European Commission under Grant Agreement No [insert number] — [insert acronym], covering costs for the following reporting period(s): [insert reporting period(s)].
2. We confirm that our audit was **carried out in accordance with generally accepted auditing standards** in compliance with ethical rules and on the basis of the provisions of the **Grant Agreement** and its Annexes (and in particular the audit methodology described in Annex 5).
3. The financial statement was examined and all necessary tests of [all/[X]]% of the supporting documentation and accounting records were carried out in order to obtain **reasonable assurance that**, in our opinion and on the basis of our audit
  - total costs of EUR [insert number] ([insert amount in words]) are eligible, i.e.:
    - actual;
    - determined in accordance with the [beneficiary's]/[affiliated entity's] accounting principles;
    - incurred during the period referred to in Article 3 of the Grant Agreement;
    - recorded in the [beneficiary's]/[affiliated entity's] accounts (at the date of this audit certificate);
    - comply with the specific eligibility rules in Article 6.2 of the Grant Agreement;
    - do not contain costs that are ineligible under Article 6.4 of the Grant Agreement, in particular:
      - costs relating to return on capital;
      - debt and debt service charges;
      - provisions for future losses or debts;
      - interest owed;
      - doubtful debts;
      - currency exchange losses;
      - bank costs charged by the [beneficiary's]/[affiliated entity's] bank for transfers from the Commission
      - excessive or reckless expenditure;

- deductible VAT;
  - VAT incurred by a public body acting as a public authority;
  - costs incurred during suspension of the implementation of the action;
  - in-kind contributions provided by third parties;
  - costs declared under other EU or Euratom grants (including those awarded by a Member State and financed by the EU or Euratom budget or awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget); in particular, indirect costs if the [beneficiary]/[affiliated entity] is already receiving an operating grant financed by the EU or Euratom budget in the same period;
  - costs incurred for permanent staff of a national administration, for activities that are part of its normal activities (i.e. not undertaken only because of the grant);
  - costs incurred for staff or representatives of EU institutions, bodies or agencies;
  - costs for activities that do not take place in one of the eligible countries specified in the call for proposals (unless approved by the Commission);
  - [are claimed according to the euro conversion rate referred to in Article 15.6 of the Grant Agreement;]
- total **receipts** of EUR [insert number] ([insert amount in words]) have been declared under Article 5.3.3 of the Grant Agreement and
  - the [beneficiary's]/[affiliated entity's] **accounting procedures** are in compliance with the accounting rules of the state in which it is established and permit direct reconciliation of the costs incurred for the implementation of the action covered by the EU grant with the overall statement of accounts relating to its overall activity.

[However, our audit opinion is **qualified** for:

- costs of EUR [insert number]
- receipts of EUR [insert number]

which in our opinion do not comply with the applicable rules.]

4. We are qualified/authorised to deliver this audit certificate [(for additional information, see appendix to this certificate)].
5. The [beneficiary]/[affiliated entity] paid a **price** of EUR [insert number] (including VAT of EUR [insert number]) for this audit certificate. **[OPTION 1:** These costs are eligible (i.e. incurred within 60 days of the end of the action referred to in Article 3 of the Grant Agreement) and included in the financial statement.**][OPTION 2:** These costs were not included in the financial statement.]

Date, signature and stamp

## ANNEX 7

**[OPTION 1 if further pre-financing payments foreseen in Article 15.2a:  
MODEL FOR THE STATEMENT ON THE USE OF THE PREVIOUS  
PRE-FINANCING PAYMENT**

➤ For fields in [grey in square brackets]: enter the appropriate data

### STATEMENT ON THE USE OF THE FIRST PRE-FINANCING PAYMENT

*(To be filled out by the coordinator)*

The undersigned:

- declares that [...] % of the first pre-financing payment of EUR [insert amount] paid for Grant Agreement No [insert number] — [acronym] have been used,
- declares that this is based on substantiated data (bank slip/treasury account) provided by each beneficiary,
- certifies that the information contained in the progress report is full, reliable and true, and is substantiated by adequate supporting documentation that can be produced in the context of checks, reviews, audits and investigations,
- requests a second pre-financing payment of EUR [insert amount].

SIGNATURE

For the coordinator:

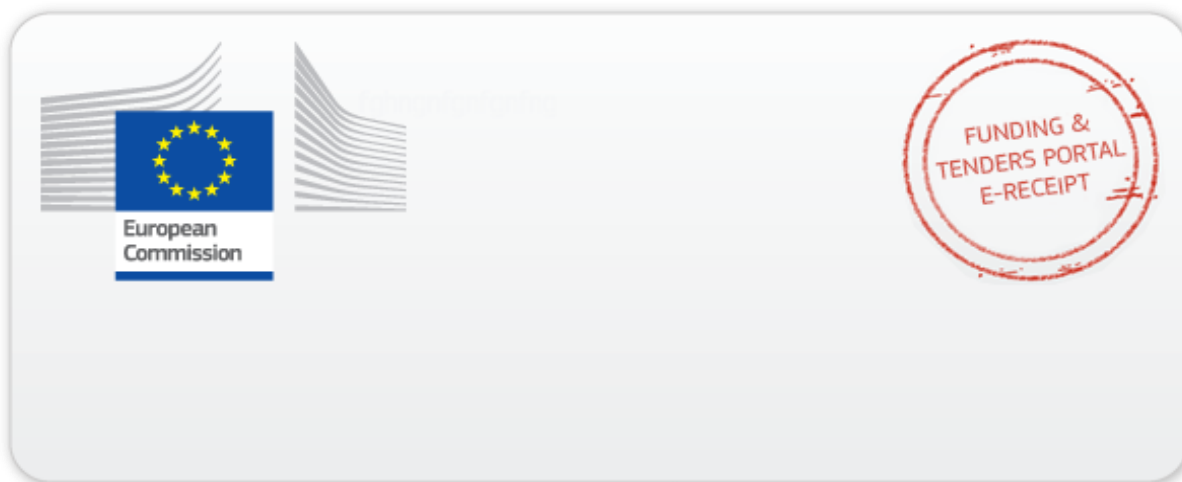
[electronic signature]

Done on [electronic time stamp]

/

**[OPTION 2: Not applicable]**





This electronic receipt is a digitally signed version of the document submitted by your organisation. Both the content of the document and a set of metadata have been digitally sealed.

This digital signature mechanism, using a public-private key pair mechanism, uniquely binds this eReceipt to the modules of the Funding & Tenders Portal of the European Commission, to the transaction for which it was generated and ensures its full integrity. Therefore a complete digitally signed trail of the transaction is available both for your organisation and for the issuer of the eReceipt.

Any attempt to modify the content will lead to a break of the integrity of the electronic signature, which can be verified at any time by clicking on the eReceipt validation symbol.

More info about eReceipts can be found in the FAQ page of the Funding & Tenders Portal.

(<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/support/faq>)