

**EUROPEAN COMMISSION**  
**DIRECTORATE-GENERAL JUSTICE AND CONSUMERS**

**Unit 0.4: Programme management**

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

### **AGREEMENT NUMBER – JUST/2015/RDIS/AG/DISC/9374**

The **European Union** (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), represented for the purposes of signature of this Agreement by Daniela BANKIER, Head of Unit, Directorate-General Justice and Consumers,

on the one part,

**and**

**MINISTRY of JUSTICE**  
**OIKEUSMINISTERIÖ**  
 P.O.BOX 25  
 (VISITING ADDRESS:  
 ETELÄ-ESPLANADI 10, HELSINKI)  
 00023 GOVERNMENT  
 FINLAND,

hereinafter called "the coordinator", represented for the purposes of signature of this agreement by Ms JOHANNA SUURPÄÄ, HEAD OF UNIT,

and the following "co-beneficiary(ies)":

Name	Country
Seta - LGBTI Rights in Finland	FI
Association of Finnish Local and Regional Authorities	FI
Lithuanian Gay League	LT
Ministry of Social Affairs and Health	FI

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

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

on the other part,

## HAVE AGREED

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

- Annex I Description of the action
- Annex II General Conditions (hereinafter referred to as "the General Conditions")
- Annex III Estimated budget of the action and model financial statement (which also includes a summary financial statement)
- Annex IV Mandate[s] provided to the coordinator by the other beneficiary[ies]
- Annex V Model technical report not included. The template will be available on the website of DG Justice and Consumers: [http://ec.europa.eu/justice/grants/index\\_en.htm](http://ec.europa.eu/justice/grants/index_en.htm)
- Annex VI Model financial statement: included in Annex III
- Annex VII Model terms of reference for the certificate on the financial statements: not included. When required, the terms of reference will be available on the website of DG Justice and Consumers: [http://ec.europa.eu/justice/grants/index\\_en.htm](http://ec.europa.eu/justice/grants/index_en.htm)
- Annex VIII Model terms of reference for the operational verification report: not applicable
- Annex IX Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable

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

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

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

## SPECIAL CONDITIONS

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

The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled "**Rainbow Rights - Promoting LGBTI Equality in Europe**" ("the action") as described in Annex I.

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

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

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

**I.2.2** The action shall run for **24 months** as of **01 January 2017** ("the starting date").

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

The grant shall be of a **maximum amount of EUR 485.676,00** and shall take the form of:

- (a) The reimbursement of **78.88 %** of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at **EUR 615.676,00** and which are:
  - (i) **actually incurred ("reimbursement of actual costs") for the direct costs for the beneficiaries**
  - (ii) reimbursement of unit costs: not applicable
  - (iii) reimbursement of lump sum costs: not applicable
  - (iv) **declared on the basis of a flat-rate of 6,03 % of the eligible direct costs ("reimbursement of flat-rate costs") for the indirect costs for the beneficiaries**
  - (v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable
- (b) unit contribution: not applicable
- (c) lump sum contribution: not applicable
- (d) flat-rate contribution: not applicable

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

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

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

- Within **30 days** following receipt by the Commission of the signed grant agreement including the mandates, a pre-financing payment of **EUR 388.540,80** representing **80,00 %** of the maximum amount specified in Article I.3 shall be paid to the coordinator.
- Sole reporting period corresponding to the period set out in Article I.2.2: The balance shall be paid to the coordinator in accordance with Articles II.23.2 and II.24.4 following the receipt of a request for payment. The request shall be accompanied by a final report on implementation of the action including copies of all deliverables produced (“final technical report”) and a final financial statement, and a certificate on the financial statement and underlying accounts in accordance to Annex VII for each beneficiary reaching the thresholds set out in art. II.23.2(d).

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

#### Additional reporting requirements:

- When the duration of the action is **equal or greater than 24 months**, a **progress report** shall be submitted on paper and electronically within 2 weeks after the action mid-term. It shall consist of a technical implementation report and a summary financial statement using a template that will be available on the website of DG Justice and Consumers: [http://ec.europa.eu/justice/grants/index\\_en.htm](http://ec.europa.eu/justice/grants/index_en.htm). This report does not trigger any payment.

### I.4.2 Time limit for payments

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

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

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

## ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

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

Name of bank: Pohjola Bank Plc  
 Address of branch: Teollisuuskatu 1 B, P.O.Box 308 00013 Pohjola  
 Precise denomination of the account holder: OIKEUSMINISTERIÖ/ Ministry of Justice  
 IBAN account code: **FI31 5000 0121 5023 54**

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

### I.6.1 Data controller

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

European Commission  
 Directorates-General Migration and Home Affairs & Justice and Consumers

Shared Resources Directorate  
Unit SRD.01: Budget, control and ex-post audits  
MADO 30/039  
B-1049 Brussels

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

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

European Commission  
Directorate-General Justice and Consumers  
Unit 04 programme Management  
MO59 04/021  
B-1049 Brussels  
E-mail address: [EC-REC-GRANTS@ec.europa.eu](mailto:EC-REC-GRANTS@ec.europa.eu)

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

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

Ms KATRIINA NOUSIAINEN  
OIKEUSMINISTERIÖ  
Ministry of Justice  
P.O.BOX 25  
(VISITING ADDRESS: ETELÄ-ESPLANADI 10, HELSINKI)  
00023 GOVERNMENT  
FINLAND  
E-mail address: [katriina.nousiainen@om.fi](mailto:katriina.nousiainen@om.fi)

## **ARTICLE I.7 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In addition to the provisions of Article II.8.3, the beneficiaries shall warrant that the Union has the right[s] to:

- communicate the results of the action
- edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content
- cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- prepare derivative works of the results of the action;
- translate, insert subtitles in, dub the results of the action in all official languages of EU and languages of candidate countries;
- authorise or sub-licence the modes of exploitation set out in points above to third parties.

The Union shall have the rights of use specified in the General Conditions and in points above for the whole duration of the industrial or intellectual property rights concerned.

## **ARTICLE I.8 – SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES AND FINANCIAL PENALTIES**

By way of derogation from point (c) of Article II.26.3, the beneficiaries **shall be jointly and severally liable for any amount due to the Commission** by any one of them which could not be honoured, up to the maximum amount specified in Article I.3. The beneficiaries shall also be jointly and severally liable for interest on late payment, when applicable.

**ARTICLE I.9 – ADDITIONAL PROVISIONS ON SUBCONTRACTING**

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

Unless the Commission expresses its objection within one month from the date of the receipt of the formal notification by the beneficiary - by registered post or by e-mail with delivery receipt -, the subcontracting shall be deemed to have been approved.

**ARTICLE I.10 - INELIGIBILITY OF VALUE ADDED TAX**

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

**ARTICLE I.11 – COSTS OF STAFF OF NATIONAL ADMINISTRATIONS**

The salary costs related to staff of national administrations or public authorities are eligible to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the project concerned were not undertaken and in accordance with the rules foreseen in the Guide for Action Grants 2015.

**ARTICLE I.12 – SPECIAL PROVISIONS ON BUDGET TRANSFERS**

By way of derogation from the first subparagraph of Article II.22, budget transfers between budget categories (headings) **above 20% of the amount of each budget category (heading)** for which the transfer is intended require prior approval from the Commission.

**ARTICLE I.13 – SPECIAL PROVISIONS ON THE CONVERSION OF COSTS INCURRED IN ANOTHER CURRENCY INTO EURO**

By way of derogation from Article II.23.4, beneficiaries with general accounts in a currency other than the euro shall convert costs incurred in another currency into euro at the monthly accounting rate established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)) applicable on the day when the cost was paid.

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

**ARTICLE I.14 – SPECIAL PROVISIONS ON CHANGES OF STAFF**

The beneficiary shall notify the Commission of any planned changes of staff responsible for the implementation of the action. This notification shall indicate the impact on the estimated budget and shall be sent within reasonable time and, at the latest, within the deadline laid down in Article II.12.3.

Unless the Commission expresses its objection within one month from the date of the receipt of the formal notification by the beneficiary - by registered post or by e-mail with delivery receipt -, the replacement of staff shall be deemed to have been agreed by the Commission.

**ARTICLE I.15 – SETTLEMENT OF DISPUTES WITH A NON EU BENEFICIARY**

By derogation from Article II.18.2, where the beneficiary is legally established in a country other than a Member State of the European Union (the 'non EU beneficiary'), the Commission and/or the non EU beneficiary may

bring before the Belgian Courts any dispute between the Union and the non EU beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. In such case where one party (i.e. the Commission or the non EU beneficiary) has brought proceedings before the Belgian Courts concerning the interpretation, application or validity of the Agreement, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Belgian Courts already seized.

**SIGNATURES:**

For the coordinator

  
Johanna SUURPÄÄ  
Head of Unit

For the Commission

  
Daniela BANKIER  
Head of Unit

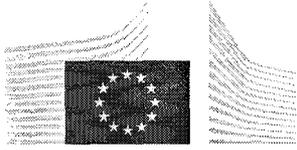
Done at .....*Helsinki*.....

Date: *28.11.2016*

Done at Brussels,

Date: *4.11.2016*

In duplicate in English



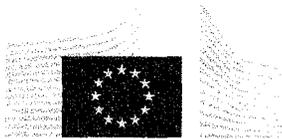
**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL JUSTICE and CONSUMERS

**Unit 0.4: Programme management**

## **ANNEX I**

### **DESCRIPTION OF THE ACTION**

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EUROPEAN COMMISSION  
DIRECTORATE-GENERAL JUSTICE and CONSUMERS

Unit 04: Programme management

# JUST/2015/ACTION GRANTS

## ANNEX 1

### PROJECT DESCRIPTION AND IMPLEMENTATION

<b>Name of the Applicant organisation</b>	The Ministry of Justice, Finland
<b>Project Title</b>	Rainbow Rights - Promoting LGBTI Equality in Europe
<b>Priority reference</b>	LGBTI people

#### **NOTICE**

All personal data (such as names, addresses, CVs, etc.) mentioned in your application form will be processed in accordance with 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. Your replies to the questions in this form are necessary in order to assess your grant application and they will be processed solely for that purpose by the department responsible for the Union grant programme concerned. On request, you may be sent personal data to correct or complete it. For any questions relating to this data, please contact the Commission department to which the form must be returned. Beneficiaries may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time (Official Journal L 8, 12.1.2001).

## PART 1 – GENERAL DESCRIPTION OF THE PROJECT AND APPLICANT ORGANISATION

### 1.1. Summary of the project (max. 4000 characters)

Describe briefly the project's objectives and activities, the type and number of persons who will benefit from the project, the expected results and the type and number of outputs to be produced.

This should be identical to the summary contained in section 4.3 of the *Grant Application Form*.

**Note:** You are requested to include information under all headings mentioned below and to respect the limit of 4000 characters indicated above.

#### Objectives

The objectives of the project can be divided into four categories:

- More effective implementation of the EU and national legislation on prohibiting discrimination and promotion of equality
- Better social acceptance of LGBTI people in all areas of the society
- Developments in the regional and local policies against discrimination of LGBTI people
- EU level exchange and mutual learning in combating discrimination against LGBTI people
- Combating multiple discrimination against LGBTI members of the minority groups

#### Activities

The objectives will be achieved by following types of activities:

- Promoting LGBTI awareness through equality mainstreaming in different fields (education, employment and health) (Workstream 2)
- Developing local LGBTI policies together with public officials and LGBTI NGOs (Workstream 3)
- Promoting mutual learning and exchange of good practices of LGBTI NGOs by cross border cooperation (Workstream 4)
- Raising awareness on multiple discrimination and harmful stereotypes towards LGBTI-people within minority communities (Workstream 5)
- Project coordination, reporting and evaluation (Workstream 1)

#### Type and number of persons benefiting from the project

- LGBTI people 10000
- Local authorities 3500
- Community leaders 200
- Service providers 3000
- LGBTI NGOs 500
- Anti-discrimination professionals 250
- NGOs representing minority groups 100
- National authorities (Finland, Lithuania, Estonia and Latvia) 400
- General Public 50000
- EU Commission

#### Expected results

- Increased capacity to promote LGBTI equality at local level
- New methods for equality mainstreaming: Indicators and benchmarking system for Equality Plans and their implementation
- Good quality of Equality Plans with concrete measures to promote LGBTI equality
- Transferrable models for training on non-discrimination

- Number of events, seminars and training sessions on equality mainstreaming and LGBTI equality
- Social and health care services meet the needs of LGBT-groups
- Built capacity for LGBTI NGOs through exchange of knowledge
- Mutual learning and exchange of good practices between NGOs and Authorities
- Increased awareness on LGBTI equality among Minority NGOs and general public

Type and number of outputs to be produced:

- 2 Surveys
- 6 Training modules (incl. 2 videos)
- 2 Guidebooks/Guidelines
- 4 Campaigns
- 6 Awareness-raising events
- 2 National seminars
- 2 Transnational seminars
- 1 Transnational Conference
- 1 Conference report, 1 Discussion Paper for the Conference
- 2 NGO Exchange programmes
- NGO Exchange reports
- 1 cross-border peer review workshop
- 10 local workshops
- 20 Training sessions
- 6 NGO meetings
- 16 Articles
- 2 Social media profiles
- 1 website

**1.2. Definition of the problem, needs assessment and objectives of the project**

What are the problems and/or the current situation? Which are the needs that the project aims to address?

In relation to these problems and needs, what are the major objectives that the project should attain? Who are the target group(s) of your activities and why were they chosen?

**Note:**

*You are expected to provide here a needs assessment for your proposed activities. Such needs assessment should include relevant and reliable data and should contain a robust analysis clearly demonstrating the need for the action. The applicant can refer to existing research, studies, previous projects which had already identified the need. The needs assessment must make it clear to what extent the action will meet the need and this shall be quantified. You are requested to be specific and focus on the actual needs that your project will aim to address and not limit the analysis to general statements and information about the problems and needs of the target group in general.*

Strong evidence on discrimination against LGBTI-groups has been published during last few years at both European and Member States' level. FRA's researches in 2011, 2014 and 2015 and the most recent report called *Professionally Speaking: challenges to achieving equality for LGBT people* have revealed the problematic situation on LGBTI people in the EU. The results of FRA's study show that there are lot of negative attitudes, discrimination and even hate crime against LGBTI-people in Finland and in the Baltic countries. These results

are in line with studies conducted within the national discrimination monitoring system in Finland. A recent (published in February 2016 by the Ministry of Justice) study on hate speech showed that people belonging to LGBTI-minorities experience hate speech and harassment in public places, such as streets, parks and car parks, public transport and internet. Discrimination and hate crime against LGBTI-people has been recognized as severe violation of fundamental rights that must be tackled at European level. According to the Eurobarometer (2015), 71% of European respondents support equal rights for LGBTI -people.

Besides data collection, various countries have also developed policy measures for both tackling discrimination and promoting of equality of LGBTI groups in different spheres of society. Some countries like Norway, Sweden and Netherlands have developed comprehensive action plans for promoting LGBTI-equality. European Council's recommendation ((CM/Rec(2010)5) on LGBTI-rights has also been used as a framework for LGBTI-policy making in some EU Member States and **European Commissions' new List of Actions to advance LGBTI equality** is a new initiative, which calls for European co-operation in the field of LGBTI-policy making. Good practices have been shared in the meetings of the LGBTI Government Focal Points Network Group hosted by the Government of Netherlands. Most of these policies utilize different methodologies typical for non-discrimination work like awareness raising, trainings, capacity building of LGBTI -NGOs, equality mainstreaming, positive action and participatory elements. These are very important steps but more measures have to be taken before the equality of LGBTI-people will be achieved.

Rainbow Rights Project develops LGBTI -equality policy measures in four Member States: Finland, Estonia, Latvia and Lithuania. The main objective of the project is to advance LGBTI equality by:

- 1) **Promoting LGBTI awareness through equality mainstreaming in different fields (education, employment and health)**
- 2) **Developing local LGBTI policies together with public officials and LGBTI NGOs**
- 3) **Promoting mutual learning and exchange of good practices of LGBTI NGOs by cross border cooperation**
- 4) **Raising awareness on multiple discrimination and harmful stereotypes towards LGBTI-people within minority communities**

Proposed project activities have been chosen on the bases of needs assessment delivered in all project countries. The needs assessment was done by collecting and analysing the findings of various research reports, policy recommendations and the results of the consultations with stakeholders especially LGBTI NGOs. In Finland the priority was given to LGBTI-specific studies conducted within the national discrimination monitoring mechanism, country reports of international human rights treaty bodies, the report of the *task force on LGBTI rights* (2014) and the FRA country reports on LGBTI- rights. In Estonia, Lithuania and Latvia priority was given to international LGBTI studies, e.g. studies conducted by FRA, reports by international Treaty Bodies and the information provided by the LGBTI NGOs. The main findings of the assessment in Finland are presented in the table 1.

TABLE 1. Key findings of fundamental rights assessment of LGBTI people in Finland			
Rights	Identified problems	Sources of Evidence	Recommendations
<b>Equality</b>	<ul style="list-style-type: none"> <li>• Discrimination against LGBTI-people in all sectors of society</li> </ul>	<ul style="list-style-type: none"> <li>• Eurobarometer, FRA LGBTI-reports, Studies of the national discrimination monitoring system, complaints data</li> </ul>	<ul style="list-style-type: none"> <li>• Enforcement of non-discrimination legislation</li> <li>• Equality mainstreaming in all sectors of society</li> </ul>

<b>Security</b>	<ul style="list-style-type: none"> <li>• Hate crime against LGBTI people</li> <li>• Hate speech against LGBTI people</li> </ul>	<ul style="list-style-type: none"> <li>• Annual hate crime report of Finnish Police Academy</li> <li>• FRA LGBTI-reports</li> </ul>	<ul style="list-style-type: none"> <li>• Capacity building of police in investigating hate crimes against LGBTI-people</li> </ul>
<b>Access to Justice</b>	<ul style="list-style-type: none"> <li>• Lack of trust and low reporting rates among LGBTI-people</li> </ul>	<ul style="list-style-type: none"> <li>• Access to Justice study of discrimination monitoring system (2012)</li> </ul>	<ul style="list-style-type: none"> <li>• Development of low threshold complaint mechanisms</li> <li>• Training of police and prosecutors</li> </ul>
<b>Religion and belief</b>	<ul style="list-style-type: none"> <li>• Inequality of LGBTI people within the religious groups</li> </ul>	<ul style="list-style-type: none"> <li>• Commissioner for Human Rights of the Council of Europe report CommDH/IssuePaper(2009)2</li> </ul>	<ul style="list-style-type: none"> <li>• Awareness raising on non-discrimination legislation among religious groups</li> </ul>
<b>Family life</b>	<ul style="list-style-type: none"> <li>• Unequal situation of rainbow families</li> </ul>	<ul style="list-style-type: none"> <li>• Finnish Rainbow Families in Social Welfare and Health Care Services and Schools – study (2006)</li> </ul>	<ul style="list-style-type: none"> <li>• Awareness raising of professionals in family work related areas</li> <li>• Training of employers on equality of employees with rainbow family background</li> </ul>
<b>Health</b>	<ul style="list-style-type: none"> <li>• Inequality of gay and trans patient in health care institutions</li> </ul>	<ul style="list-style-type: none"> <li>• Study on discrimination in social and health care services of discrimination monitoring system (2014)</li> </ul>	<ul style="list-style-type: none"> <li>• Promoting equality planning in health care institutes</li> </ul>
<b>Education</b>	<ul style="list-style-type: none"> <li>• Bullying against LGBTI and rainbow family children</li> <li>• Hetero normative contents of school curriculum</li> </ul>	<ul style="list-style-type: none"> <li>• Study on discrimination in education of discrimination monitoring system (2010)</li> </ul>	<ul style="list-style-type: none"> <li>• Promoting equality planning in all levels of education</li> <li>• Training of teachers in non-discrimination pedagogies</li> </ul>
<b>Employment</b>	<ul style="list-style-type: none"> <li>• Recruitment discrimination especially against transgender people</li> </ul>	<ul style="list-style-type: none"> <li>• Study on discrimination in working life of discrimination monitoring system</li> <li>• Eurobarometer, FRA - reports</li> </ul>	<ul style="list-style-type: none"> <li>• Training of employers on equality of LGBTI</li> <li>• Implementation of diversity management programs</li> </ul>
<b>Leisure time</b>	<ul style="list-style-type: none"> <li>• Invisibility LGBTI – people in sports and other leisure time activities</li> </ul>	<ul style="list-style-type: none"> <li>• Study on discrimination against LGBTI people in</li> </ul>	<ul style="list-style-type: none"> <li>• Non-discrimination clauses in public funding for sports clubs</li> </ul>

The findings and recommendations of both national discrimination studies and the LGBTI task force called for **LGBTI specific actions in the implementation of the non-discrimination legislation, awareness-raising among professionals especially at local level, sharing of good practices at European level and actions to promote LGBTI equality within minority groups.** The work of national LGBTI task force was highly valuable because the group had identified 67 problems related to fulfilment of fundamental rights of LGBTI people in all sectors of

life and came up with 18 concrete policy recommendations on advancing LGBTI equality. The key findings were analysed according to priorities of call for proposal.

The activities chosen to the project are in line with both national needs assessments and the priorities of the call. All activities of the project are aiming at tackling discrimination against LGBTI people, to improve the social acceptance of the LGBTI people and to enforce EU legislation. Activities were planned and will be implemented together with LGBTI-NGOs and public authorities.

The target groups of the Project are diverse: decision-makers and religious leaders, service providers, diverse NGO actors, and key professionals like teachers, NGO leaders, youth workers, health care professionals. It is targeted also at empowering LGBTI communities and LGBTI NGOs. NGOs representing other minority groups like religious communities, Roma and Sámi communities, people with disability are empowered in their work against multiple discrimination of LGBTI people. Furthermore, awareness-raising is expected to take place among the general public and the media.

### **1.3. Relevance and justification (max. 4000 characters)**

How does your project address the call priority under which you are applying? What is the project's contribution in this area?

What are the innovative aspects of the project?

Rainbow Rights Project addresses the priority area 1 of call for proposals JUST/2015/RDIS/AG/DISC. It has also links to priority 4 concerning LGBTI groups belonging simultaneously to other minorities like the Roma, religious minorities and elderly people. The activities of different workstreams are directly linked to combating discrimination on the grounds of sexual orientation and gender identity in order to improve the social acceptance of LGBTI people and tackling multiple discrimination against LGBTI members of other minority groups. As recommended in the call for proposals, the activities of the project include training and cooperation of relevant professionals as well as processes of mutual learning, exchange of good practices and transferring them into other Member States. Achieving practical benefits and impacts to LGBTI people and the NGOs representing LGBTI people has been considered throughout the project processes. Project contributes to these areas by 1) developing equality mainstreaming as a tool to promote LGBTI equality; 2) by testing LGBTI training programs for professionals in different sectors (employment, health, education) at local level; 3) promoting mutual learning and exchange of good practices of LGBTI NGOs by cross border exchange program and; 4) raising awareness on and combat harmful stereotypes towards LGBTI members of minority groups. Detailed descriptions on contributions of each work stream can be found under the title 1.4.

A new anti-discrimination legislation entered into force at the beginning of 2015 in Finland. Pursuant to the Non-Discrimination Act, the obligations to promote equality apply to authorities, education providers and employers. According to the act, concrete Equality Plans should be ready in the beginning of the year 2017. This has produced a need for equality trainings in different sectors of society. One of the innovative aspects of the project is to utilize the momentum related to the obligatory Equality Plans in Finland by raising awareness among public authorities on LGBTI equality issues, on promoting co-operation between LGBTI NGOs and authorities, and on the need for exchanging good practices in combating discrimination against LGBTI people between different professional groups and NGOs both nationally and internationally.

Another innovative aspect is targeting measures directly at local level and strengthening the cooperation between NGOs, ministries and local authorities in LGBTI equality issues in Finland, Lithuania, Latvia and Estonia. The project will develop methods and tools to implement European non-discrimination legislation at local level. Problems have occurred for example in relation to the implementation of national policy programmes or action plans at regional and local level. Measures to be taken at regional and local level are often described in national programmes quite generally and without concrete activities, responsibilities and sources of funding. Rainbow Rights Project will support pilot municipalities in the implementation of their local equality mainstreaming policy (Equality Plan), carry out regional and local campaigns to promote LGBTI - equality especially targeted at social and health care service providers in order to improve services, and lay foundation and gather information on concrete measures to be included into forthcoming national programmes. The project also aims to develop new models and methods to support the implementation of the legislation especially at local level: video training material, guides, publications and training modules for key professionals on LGBTI issues etc.

Measures to combat multiple discrimination are often focused to the position of women or men within minority groups. The innovative aspect of the Project is to raise awareness on LGBTI rights within minority communities like the Roma, religious communities, elderly people and people with disability. This approach is rather new and challenging. Different types of activities are needed including studies, opinion-building campaigns, open forums, training sessions etc.

The activities of the project are also relevant for the implementation of European Commission's List of Actions (target areas III and IV) to advance LGBTI equality at Member States' level. The project activities can for example be used for spreading the message of EU communication campaign to improve the social acceptance of LGBTI people (target area III of Commission's List of Actions).

**1.4. Expected results (max. 4000 characters)**

What are the expected results of the project? Who will benefit from these results and how?  
 How will the target groups of the project benefit concretely from the project results and what shall change for them?  
 How will these results contribute to achieving the objectives of the call priority under which you are applying?

**Note:**  
*Results are immediate changes that arise for the target groups after the completion of the project (e.g. improved knowledge, increased awareness).*  
*Results must be distinguished from outputs, which are produced with the resources allocated to the project, e.g. training courses, conferences, leaflets.*

Concerning project activities, the expected results, beneficiaries, benefits to the target group and the contribution to the objectives of the call for proposals, are described in the table below.

**TABLE 2: Expected results**

Activity	Expected results	Beneficiaries	Change to target group	Contribution to the call priority
WS's/ equality mainstreaming	Models for implementation of Equality Plans	Public authorities	More concrete actions for LGBTI equality locally	Tackling discrimination of LGBTI people in public services
Guidebook/ LGBTI equality	Good quality of Equality Plans with concrete measures to promote	Public authorities	Equal opportunities for all clients	Tackling discrimination of LGBTI people in public services

	LGBTI equality			
Training modules	Transferrable models for training on non-discrimination	Authorities, NGOs, educational institutes in the MSs	Models for systematic training on non-discrimination against LGBTI people available	Tackling discrimination of LGBTI people in public services
Local events	Better attitudes; tested methods for dissemination	LGBTI people, local auth., gen. public	Equal opportunities for LGBTI groups; positive attitudes and better social climate	Better social acceptance of LGBTI people
Regional campaigns	Social and health care services meet the needs of LGBT-groups	LGBTI people, service providers, monitoring authorities	Improved attitudes and increased knowledge among service providers	Tackling discrimination of LGBTI people in public services
Information dissemination	Information on the needs of LGBTI -persons has increased among local service providers	LGBTI people, service providers, local, regional and national authorities	Better services, improved social relations with service providers	Increased knowledge of EU and national policies in the field of non-discrimination
2 cross-border seminars	Exchange of good practices, mutual learning and transferring good practices	LGBTI NGOs in Finland and in Baltic States, monitoring authorities, public authorities	Better knowledge on the European level work for LGBTI equality, better transnational networks	Organising opportunities for mutual learning
Exchange periods	Built capacity for LGBTI NGOs through exchange of knowledge	LGBTI NGOs, national authorities	Better capacity and transnational networks for LGBTI NGOs.	Organising opportunities for mutual learning
Finnish-Baltic LGBTI event	Mutual learning and cooperation	LGBTI NGOs, national authorities, EU Commission	Better support for actors working for non-discrimination of LGBTI people	Organising opportunities for mutual learning, implementation of the List of Actions
Transnational Conference	Good practices to combat non-discrimination against LGBTI people will be exchanged	LGBTI people in EU MS's, public authorities, media	Raised awareness on the policy and best practices, new networks.	Organising opportunities for mutual learning, transferring good practices
Survey on multiple discrimination	Knowledge on the phenomenon, raised awareness on the consequences	LGBTI people facing multiple discrimination, NGOs	Better social acceptance of LGBTI people within their reference groups, increased awareness and knowledge on multiple discrimination.	Awareness on multiple discrimination and its consequences to LGBTI people
Seminar	Awareness on the diversity of Finnish population.	Public authorities, NGOs, LGBTI people	The need for building new and diverse national identity has been identified	Better social acceptance of LGBTI people, exchange of good practices in combating multiple discrimination
1-3 Website, social media	Information of the project activities and results is widely available	General public	Up-dated information; participation and feedback	Increased knowledge of rights in cases of discrimination
1-3 Evaluation	Learning from evaluation	Project actors and their background communities	Identification of SWOTs	Development of practices in the field of non-discrimination

### 1.5. European added value (max. 2000 characters)

What is the project's added value at European level?

How will you ensure that the project methodology and/or outputs and/or results will be transferable at European level?

**Note:** European added value of actions, including that of small-scale and national actions, shall be assessed in the light of criteria such as their contribution to the consistent and coherent implementation of Union law, and to wide public awareness about the rights deriving from it, their potential to develop mutual trust among Member States and to improve cross-border cooperation, their transnational impact, their contribution to the elaboration and dissemination of best practices or their potential to contribute to the creation of minimum standards, practical tools and solutions that address cross-border or Union-wide challenges.

Actions of Rainbow Rights Project will have European added value through 1) transnational cooperation and events; 2) transferrable equality materials and 3) methods and tools for disseminating the findings and achievements to other Member States.

Furthermore, the project contributes especially to the implementation of the Union's Anti-discrimination legislation and Commission's List of Action to Advance LGBTI Equality. The activities are also promoting the 2014 IDAHO Declaration of Intent, in which number of European governments committed to: 1) Ensure that appropriate legislative and/or other measures are adopted and effectively implemented to combat discrimination on grounds of sexual orientation and gender identity; 2) Adopt measures to promote equality of LGBTI persons at the national level, and support the adoption of strategies at the regional and international level when appropriate; 3) Mainstream the promotion of equality for all across government, with an adequate focus on sexual orientation and gender identity, and 4) Raise public awareness on diversity and inclusion at all levels of society, starting from a young age.

All project actors will utilise their transnational contacts, websites and social media as well as their European offices and European level associations in order to share information on the Project's progress and results. The project methodology is based on the idea of transferability, all training modules and manuals, awareness raising materials (videos etc.) and equality mainstreaming guidebook will be translated to English and Swedish. Special emphasis will be put on cross-border cooperation. The Workstream 3 will promote the cooperation of LGBTI NGOs and public authorities from Finland and neighbouring Member States. The co-operation in LGBTI equality policies will develop mutual trust between these MSs and will improve the cross-border cooperation by building new alliances.

The results of the national activities will be spread in the Transnational Final Conference to be held in Tallinn. The results will also be distributed through the European Commission's High Level Group on Non-discrimination, Equality and Diversity and in the meetings of Governments' LGBTI focal points network the NGO network of ILGA-Europe. Project products will be available on the project website and social media, and disseminated to Member States e.g. through umbrella NGOs representing LGBTI people.

## 1.6. Methodology

Outline the approach and methodology. Explain why this is the best approach to attain the objectives and the proposed results.

Explain the structure and complementarity of the workstreams (see part 2 of this document).

The main methodological solutions of the project include:

- 1) Using equality mainstreaming as a tool to promote LGBTI equality
- 2) Raising awareness of professionals by testing LGBTI training programs in different sectors (employment, health, education) at local level,
- 3) Promoting mutual learning and exchange of good practices by cross-border LGBTI NGO exchange program
- 4) Raising awareness on and how to combat harmful stereotypes towards LGBTI members of minority groups by dialog mechanisms between minority NGOs, public authorities and LGBTI NGOs.

The methodology has been chosen by using the results of needs assessment, contextual analyse and consultations with LGBTI NGOs. Experiences of previous projects (e.g. the PROGRESS Programme) in the field of non-discrimination have

also been used in the methodological design. According to the findings of previous Finnish YES- Equality is a Priority-projects, the main methods of LGBTI equality policy field can be divided to following categories:

TABLE 3: Key methods of non-discrimination policy		
	Examples of tools and methods	Good practices of LGBTI policy in Member States
<b>Access to Justice</b>	<ul style="list-style-type: none"> <li>• Ombudsmen institutions</li> <li>• Help services for victims</li> <li>• Low-threshold complaint mechanisms</li> <li>• Strategic litigation</li> <li>• Code of conduct for working with victims of discrimination</li> <li>• Clarification of court competences regarding domestic, honor related and hate crimes</li> </ul>	<ul style="list-style-type: none"> <li>• LGBTI liaison officers in Police units</li> <li>• Help services for victims of hate crime (hotline)</li> <li>• Specific smartphone application for documentation of offence for LGBTI persons (AT analogue app 'fem:help')</li> <li>• Special SOP's for police officers dealing with LGBTI-investigation</li> <li>• Safety shelters and drop-in centers</li> <li>• Policing in gay cruising areas</li> </ul>
<b>Equality mainstreaming</b>	<ul style="list-style-type: none"> <li>• Equality impact assessment</li> <li>• Equality planning</li> </ul>	<ul style="list-style-type: none"> <li>• LGBTI equality impact assessment in law drafting</li> <li>• Local non-discrimination/equality plans that cover LGBTI issues</li> </ul>
<b>Awareness raising</b>	<ul style="list-style-type: none"> <li>• Education and training on anti-discrimination law</li> <li>• Media campaigns</li> <li>• Diversity trainings for employers</li> <li>• Role models: Engagement of politicians to anti-discrimination campaigns</li> </ul>	<ul style="list-style-type: none"> <li>• Anti-bullying campaigns for teachers and pupils and promotion of safe school climate for LGBTI</li> <li>• Outreach: advertising of special services for LGBTI community</li> <li>• 'It Gets Better' -video campaign (worldwide)</li> <li>• IDAHO -campaign of Kosovo government</li> <li>• PRIDE parades</li> <li>• Screening of LGBTI friendly films (for example Brokeback mountain, SCAN.DAL)</li> <li>• Roundtable on domestic and honor related violence against LGBTI</li> </ul>

<b>Capacity building</b>	<ul style="list-style-type: none"> <li>• Empowerment programs</li> <li>• Training of trainers on anti-discrimination issues in all fields</li> <li>• Funding programs for NGOs</li> <li>• Professional training on equality and non-discrimination</li> <li>• Cross-border exchange programs</li> <li>• Networking activities</li> </ul>	<ul style="list-style-type: none"> <li>• LGBTI training for professionals</li> <li>• LGBTI training for Chamber of Advocates, economic chamber, Ombudsmen Institution, Legal Aid Bureaux (e.g. CLAN, NORMA), Chamber of Doctors and association of social workers</li> <li>• Funding for LGBTI NGOs</li> </ul>
<b>Participation and empowerment</b>	<ul style="list-style-type: none"> <li>• Consultation mechanisms</li> <li>• Involvement of NGO representing vulnerable groups in policy making</li> <li>• Public or private support for minority cultures</li> </ul>	<ul style="list-style-type: none"> <li>• Regional networks of LGBTI activists (Balkans)</li> <li>• LGBTI bars and pubs</li> <li>• Support from international organization like ILGA Europe and European Union/Parliament</li> <li>• Support from local Human rights organizations</li> </ul>
<b>Positive action</b>	<ul style="list-style-type: none"> <li>• Public procurement procedures</li> <li>• Equality targets in recruitment</li> <li>• Affirmative action plans of educational institutions</li> </ul>	<ul style="list-style-type: none"> <li>• Diversity policies in private companies (targeted recruitment)</li> </ul>
<b>Data collection</b>	<ul style="list-style-type: none"> <li>• Discrimination monitoring</li> <li>• Equality and non-discrimination surveys</li> <li>• Equality measurement frameworks with indicators</li> </ul>	<ul style="list-style-type: none"> <li>• Hate crime reports (NL, DE, AT, NL)</li> <li>• Attitude surveys on LGBTI</li> <li>• Tracing system of court cases</li> </ul>

Most of these methods are been used within the national equality and non-discrimination policy and the role of NGOs in changing people's attitudes by organizing awareness raising campaigns has been crucial. As a part of the implementation of the new Non-discrimination Act of Finland, a new Non-discrimination Ombudsman institution was founded in 2015. The task of the Non-Discrimination Ombudsman is to promote equality and to prevent discrimination in all discrimination grounds excluding gender. **The new law and the new institution have significant impact on LGBTI peoples` opportunities to get legal protection in discrimination cases.** According to needs assessment based on LGBTI studies, the main obstacles for LGBTI people's access to justice and equal opportunities in different sectors are the lack of awareness on non-discrimination legislation, lack of knowledge on LGBTI equality issues among the professionals, the lack of trust in law enforcement officials among LGBTI community and lack of resources in LGBTI NGOs to assist help the victims in making complaints. This is why the Rainbow Rights Project puts the emphasis on awareness raising of professionals, promotes trust between LGBTI community and public authorities and builds the capacity of LGBTI NGOs.

All Workstreams are complementary to each other:

**Workstream 0** consists of management and coordination as well as reporting and organisation of the project steering instruments, dissemination tools and project evaluation. The best ways for equality promotion were identified during needs assessment and contextual analyses. According to the new anti-discrimination law, all authorities must have their Equality Plans ready in the beginning of year 2017, and therefore authorities are looking for training opportunities in equality mainstreaming. This momentum will be used in the project to promote LGBTI equality in the framework of **equality mainstreaming** training. Equality mainstreaming is a good way to incorporate different methods of non-discrimination policy making (positive action, participation, awareness raising, capacity building) into mainstream policies of the organizations. A number training events will be organized all around the country within the **Workstream 1** of the project. This is a very efficient way to approach authorities due to their obligation for equality planning.

Services that are essential for the fulfilment of fundamental rights are delivered by local service providers. That's why the attitudes of local professionals play a crucial role in achieving LGBTI equality. **Special training programs on promotion of equality will be developed and tailored according to the needs of the professionals from different sectors at local level.** These trainings will combine both awareness raising and capacity building elements. **Workstream 2** will be delivered jointly by Ministry of Justice and Seta - LGBTI Rights in Finland, supported by Association of Finnish Local and Regional Authorities. Trainings will also promote the cooperation of local LGBTI NGOs and local authorities.

LGBTI NGOs are developing ways to advance LGBTI equality in all Member States. ILGA-Europa has played a crucial role in spreading good practices among the NGOs from different countries. Besides the transnational networking, more NGOs are involved in regional or bilateral cooperation in which NGOs share knowledge and best practices to combat discrimination against LGBTI people in specific regional contexts. **The cross-border exchange program** of the Project will contribute to this development. The program will promote cooperation of LGBTI NGOs from Finland and neighbouring MSs, and seeks for new ways to build strategic alliances between NGOs and public authorities. The program will be delivered by SETA LGBTI Rights in Finland within the **Workstream 3** of the project and Different methods of non-discrimination work will be used including capacity building, participation and awareness-raising.

Multiple discrimination against LGBTI members of minority groups is a delicate issue. There is evidence that LGBTI people from ethnic and religious minorities are vulnerable to discrimination in multiple forms and sources (both inner and outer group discrimination). **Workstream 4** of the project will approach this issue by launching a dialogue between authorities, LGBTI NGOs and minority NGOs, and by raising awareness of minority NGOs on LGBTI issues.

Concerning other methodological solutions, mainstreaming of accessibility and gender equality are most important principles in the project. The project will be fully accessible and mainstreaming of gender equality will be considered throughout project activities and feed-back collection. More detailed information is available under the heading 1.15.

#### **1.7. Timeline by workstream (max. 2000 characters)**

Provide in a structured manner the timing of the activities per Workstream by using, for instance, a Gantt chart.

Activity name	Month of implementation																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
<b>WS0 Management and Coordination of the project</b>																								
Steering Committee meetings																								
Workstream Action Plans																								
Publicity Plan + follow-up																								
Accessibility Plan + follow-up																								
Website established																								
Evaluation sessions																								
Internal evaluation																								
Evaluation report																								
Project mid-term and final reporting																								
<b>WS1 Mainstreaming of LGBTI Non-discrimination</b>																								
Survey on equality plans																								
Working seminar																								
Workshops for pilot municipalities																								
Peer Review workshop in SE																								
Guidebook on LGBTI mainstreaming																								
Training sessions																								
Training modules																								
<b>WS2 LGBTI Awareness-raising at Local Level</b>																								
Local Events on LGBTI equality																								
Training of local professionals (schools, youth work etc.)																								
Local awareness-raising campaigns																								
Awareness-raising material																								
Information dissemination																								
<b>WS3 Transnational and Cross-border Cooperation on LGBTI policies</b>																								
Regional seminars (2)																								
NGO exchange programme																								
NGO exchange report																								
Baltic-Finland event																								
Transnational Final Conference																								
<b>WS4 Tackling Multiple Discrimination faced by LGBTI members of minority communities</b>																								
Survey on multiple discrimination																								
NGO meetings/forums																								
Collection of articles																								
National seminar																								
Seminar report																								

**1.8. The partnership and the core project team (max. 4000 characters)**

Describe the partnership of organisations implementing the project (applicant, partners, associate partners). Explain how the partners and associate partners were selected, and why this partnership is suited to attain the objectives of the project. Describe the value of the partnership, its strengths/weaknesses, the organisational arrangements within the partnership and how you will ensure coordination within the partnership.

List and introduce the persons forming the core project team . The CVs of the key project staff members (e.g. project manager, financial manager and the key experts) must be annexed to the application.

The project will be carried out by the Ministry of Justice in partnership with Ministry of Social Affairs and Health and the national umbrella NGO "Seta – LGBTI Rights in Finland", The Association of Finnish Local and Regional Authorities and the transnational partners in Lithuania. In addition, the project will involve other ministries, equality and dialogue promotion bodies (Ombudsman for Non-discrimination, Ombudsman for Children, Ombudsman for Gender Equality, Advisory Board for Roma Affairs, Advisory Board for Ethnic Relations, the Sámi Parliament) and NGOs (e.g. NGO for Roma youth, Finnish Youth Cooperation Allianssi, Finnish Islamic Council, Finnish League for Human Rights, SámiSoster) through the work of the Steering Committee and different working groups.

The project team consists of the staff recruited for the project and of the permanent staff in the Ministry. The following persons will work for the project and their CVs are attached:

- \* Ms Liisa Männistö as Project Manager, paid by the project
- \* Ms Hitomi Tabuchi as Logistical Expert, paid by the project
- \* Project Expert, Seta – LGBTI Rights in Finland, paid by the project, part-time
- \* Project Expert, The Association of Finnish Local and Regional Authorities, paid by the project, part-time
- \* Tomas Vytautas Raskevičius, paid by the project, part-time
- \* Mr. Panu Artemjeff for mainstreaming support, permanent staff/not paid by the project
- \* Ms. Katriina Nousiainen as Project Expert, staff of the Ministry/not paid by the project
- \* Kerttu Tarjamo, Seta – LGBTI Rights in Finland, Project expert, not paid by the project

The partners and associate partners of the project and their main responsibilities are:

- \* Ministry of Social Affairs and Health; contribution to WS1 and WS3;
- \* Seta LGBTI Rights in Finland; contribution to WS1, WS2, WS3 and WS4;
- \* The Association of Finnish Local and Regional Authorities; contribution to WS1, WS2
- \* The Lithuanian Gay League; contribution to WS3

The partners represent both policy design and administrative responsibilities in the selected areas of life; they have the necessary contextual expertise as well as knowledge on the experiences of discrimination. They also have wide networks, transnational contacts and both theoretical and operational know-how, which is needed for the successful implementation of the project. The Association of Finnish Local and Regional Authorities will pay a key role as the expert organisation for municipal services like the organisation of comprehensive education, welfare services (health care and social services) and promotion of employment. Most organisations have participated in previous projects that were co-funded under the PROGRESS Programme and Community Action Programme to combat discrimination.

One of the key elements of the projects is the transnational exchange. Main transnational partner is the Lithuanian Gay League, who is implementing activities under the WS 3. Activities will be implemented also in Baltic countries, e.g. an event during the Baltic Pride in Riga, in order to enable strong participation from all Baltic countries. Another important exchange will take place within the WS 1 between Swedish, Dutch and Finnish local authorities. Swedish and Dutch local municipalities are known for their good practices in equality mainstreaming, and the project will give the opportunity for municipalities from these Member States to learn from each other.



### **1.9. Subcontracting (max. 2000 characters)**

If applicable, explain the reasons for any subcontracting in your project.

**Note:** On the definition of subcontracting please read carefully section V.1.5.3 of the Guide for Action Grants.

Some individual activities will be subcontracted to specialised organisations; these concern especially survey on multiple discrimination of LGBTI people, project evaluation, artistic works (printing, lay-out and graphic design), and some campaign activities and tools. The rules and regulations on tendering of public procurement given by the EU and nationally will be followed. Best offers are also sought even concerning cost items for which it is not obligatory according to national legislation and the Commission's financial rules. The guiding principles will be cost effectiveness and the overall inexpensiveness, meaning that quality and reliability related questions are always considered, too. Some expert services like travelling services, printing services and interpretation have already been subject to public competition organised by the Government Administrative Unit.

The total of cost items to be subcontracted will be less than 30 %.

### **1.10. Monitoring of the project implementation; risks and measures to mitigate them (max 2000 characters)**

How will you ensure that the project is implemented as planned and what methods will you use to monitor its progress? What are the potential risks and what action do you plan to undertake to mitigate them?

The monitoring instruments of the project are the Project Action Plan (prepared on the basis of this Annex 1), financial follow-up forms, Publicity Plan, the meetings of the Steering Committee and the results of the external evaluation. In addition, satisfaction forms on individual events will be analysed and action taken to improve the implementation process.

The project actors will have regular meetings organised by the Project manager. Furthermore, under all project components working groups will be established to support the contextual implementation. Since the project staff and especially the Project manager is very experienced, the risk for administrative "mistakes" is very small. The Ministry's Economy Unit will support the project implementation e.g. concerning subcontracting and tendering processes, financial follow-up etc.

Common risks related to project implementation are changes in the staff caused by individual reasons like illness. In case of staff changes, there will be experienced permanent staff to support new employees, and the same concerns short-term non-attendances. Another common risk is that the project time-frame would be too short compared with the measures to be taken. In order to prevent this risk e.g. concerning lack of time for sufficient dissemination measures, the project team will agree on assistance from the Ministry's Media and Communication Unit.

Concerning European added value, there is always a risk that the project results would not be transferred to other Member States due to e.g. different political, psychological or socio-economic barriers. Concerning LGBTI equality, the attitudes among "general public" vary from MS to another, and therefore empowering of

civil society and media actors plays a crucial role. Instead of new massive funding, the utilisation of the good practices presented by the Project can sometimes demand only re-arrangements and changes in practices, which will facilitate their utilisation.

#### **1.11. Evaluation of the project activities, outputs and results (max. 2000 characters)**

How will the project activities, the outputs and the results be evaluated, and by whom?

Explain which quantitative and qualitative indicators you propose to use for the evaluation of the reach and coverage of project activities and of project results.

Explain what data will be collected, according to what method and at what moments, including feedback from project participants (satisfaction surveys, evaluation forms, etc.).

How will findings be analysed and reported and how will they be used.

**Note:** For the evaluation of the activities you will be requested to use a participation evaluation questionnaire provided by the Commission.

You must identify which indicators you will use from the list provided in section 5 of the Application Form for Action Grant and include them in the indicators of your project. You will be asked to report on those indicators as part of the project's Final Report.

Where relevant, data must be disaggregated by gender and by age.

The project will be subject to external evaluation as well as internal evaluation by the Steering Committee (SC). Summaries on the satisfaction forms concerning all events will be prepared and analysed by the SC and the project team. The evaluation of certain dimensions, for example gender mainstreaming, accessibility and visibility, will be carried out by the SC on a regular basis. Evaluation Report will be attached to the Final Report for the Commission.

The external evaluator will be selected through public tendering process organised at the beginning of the project. The evaluator is expected to organise an Evaluation Session concerning the midterm results compared with the set objectives, project resources and timeframe. Furthermore, s/he is expected to identify good practices established by individual project components. Towards the end of the project, an on-line questionnaire is expected to be disseminated and an analysis on the project achievements made in comparison with the project documents.

Satisfaction surveys are used in all events and training programmes; information on gender, age and minority identity will be collected. In addition, summaries will be delivered to the external evaluator to include the state of satisfaction into the project outcome. An internal evaluation session will be carried out by the SC at the end of the project by using the SWOT -four-field methodology. For the general public, there will be a non-stop on-line feedback possibility on the portal [www.equality.fi](http://www.equality.fi).

For the quantitative evaluation the indicators to be used are:

- 5.1. Analytical activities
- 5.2. Training activities
- 5.3. Mutual learning, exchange of good practices, cooperation
- 5.4. Awareness-raising, information and dissemination

The data will be disaggregated by gender (female, male, other), age and minority identity

The indicators to be used in the external evaluation concerning qualitative aspects will be relevancy, efficiency, sustainability and effectiveness.

### 1.12. Dissemination strategy and communication tools

How do you plan to disseminate (actively spread) information about the project, its activities and its results? Please specify in particular:

- **Communication needs and objectives:** What are the communication needs and objectives of the project?
- **Target groups and multipliers:** What are the target groups? Which stakeholders or other organisations could possibly be supporters and multipliers of the communication activities?
- **Key messages:** Which messages will the activities convey in order to meet the communication objectives?
- **Distribution channels/tools:** Which communication channels/tools will be used to convey the messages to your target groups and multipliers?
- How will your dissemination strategy facilitate further use and transferability of the project results?

- **Communication needs and objectives:**

A detailed Publicity Plan will be prepared for and discussed during the 1<sup>st</sup> SC meeting at the beginning of the project.

- **Target groups and multipliers**

Target groups of the project are public authorities and service providers at all levels, LGBTI people in general and those active through NGOs, NGOs representing religious minorities, elderly or disabled people, Roma or Sámi communities. The general public will also be targeted by general awareness-raising events, such as campaigns and regional events.

The partnership provides the project with multiplying capacity in itself, because the regional NGOs of Seta – LGBTI Rights Finland are important multipliers for the project. They are active and trusted organisations at both and national and regional level and can easily reach the target groups of the project. Also member organisations of the Steering Committee will be carefully selected, bearing in mind the multiplying aspect. For instance, the umbrella organisation for youth organisations Finnish Youth Cooperation, is able to support the efforts of the project done at local level with youth sector by disseminating information, by raising LGBTI issues in their events etc..

Also the Association of Local and Regional Authorities can contribute strongly to the dissemination of the project's messages and results. It represents Finnish local towns and municipalities and it provides lobbying services, research and development services and other expert services for local authorities. This status gives an excellent channel for distribution of the project's results.

- **Key messages to be transmitted are:**

- the LGBTI people should be accepted in today's Europe as valuable members of the society
- discrimination and harmful stereotypes against the LGBTI people still hide in many structures and practices of the society, and authorities should become aware of them.
- discrimination can be combatted by cooperation of different actors and fields of the society



- mutual learning and exchange between Member States supports the utilisation of multifaceted methods, tools and approaches in the work against stereotypes

- **Distribution channels and tools**

Project's dissemination and communication tools consist of a webpage and social media channels (Facebook, Instagram). In addition to the project webpage, the project will be visible also on the partners' websites.

An effective way to reach the target group is direct communication with multi-players like responsible authorities, educators, representatives of social partners, NGO leaders and experts, decision-makers, media etc. The following target groups will be reached directly by the events organised by the project:

- Regional campaigns on LGBTI-equality will reach approx. 300 professionals and representatives of service providers directly and thousands of people through the campaign material
- Transnational Final Conference will reach actors from all EU Member States and European institutions to discuss future developments and joint efforts on promotion of non-discrimination of LGBTI people.

Materials prepared by the project will be disseminated in different events and through dissemination tools like the website and social media as well as direct mailing. Thematic Newsletters will be disseminated through a mailing list, which covers e.g. national contact points and national rapporteurs to the EU, European networks like EDF, ENAR, ECRE, ILGA and ERIO as well as other European and international organisations. Newsletters are a less heavy and a more flexible dissemination tool than e.g. traditional reports, and they also support the transferability of the results better.

### **1.13. Sustainability and long-term impact of the project results (max. 2000 characters)**

What is planned as follow-up of the project after the financial support of the European Union has ended? How will the sustainability of the project's results be assured? Are the project results likely to have a long-term impact? How?

**Note:** In this part you should not list activities or outputs of your project, but you should focus on the expected long-term impact of your project. The long-term impact refers to long-term socio-economic consequences that can be observed after a certain period following the completion of the project and may affect either the target groups of the project or other groups falling outside the boundary of the project, who may be winners or losers.

The activities targeted at effective implementation of the EU and national legislation are expected to have long-term impact: new tools, guides, brochures and publications on the legislation will be used during the forthcoming years to support e.g. equality planning processes and to prepare Equality Plans of better quality both in the public and the private sector organisations. It is expected that "second-generation" Equality Plans guided by these materials and training programmes will be concrete, well-focused and better executable than those prepared during the previous legislation. As a consequence, the equality situation within authorities, schools and education institutes as well as in the private sector workplaces will improve.

The activities targeted at developments in the regional and local policies against discrimination are expected to have long-term impact on the forthcoming national strategies by the provision of information both on good examples and challenges to be met at regional and local level in order to assure equal treatment and good services for LGBTI people.



The applicant is the responsible authority for promoting equality in Finland at governmental level, which will assure that the best results and findings of the project will be visible and promoted by further measures.

The project intends to provide different actors with tailor-made support and assistance, e.g. guidelines for municipalities on implementation of Equality Plans, tested training modules for different target groups. These tools and methods are developed together with the target groups, which ensures that the project's results and outputs will be genuinely utilised in the future. The Association of Local and Regional Authorities will take an active role in supporting the towns and municipalities with promotion of Equality and the project will give a strong basis for this future work.

**1.14. Ethical issues related to the project (max. 2000 characters)**

Describe any ethical issues which you could come across during the implementation of your project, including with regard to interactions with target groups or persons benefiting from the project, and present your strategy to address them.

The project strategy to address any ethical issue that might come across is to discuss them from different points of view including legislation, fundamental rights and respect.

The identification of multiple discrimination and in-group discrimination as well as the acceptance of overlapping identities might sometimes be difficult. Also the discussion on sex and expression of gender identity can be sensitive especially in forums, which gather together different generations. Tensions might arise especially concerning LGBTI -equality among the Roma and some other minority ethnic or religious groups. Successful strategies might include cooperation with regular dialogue-promotion bodies like the Advisory Board for Ethnic Relations set by the Government, and specially its sub-committee for religious dialogue or NGOs, which gather together e.g. young people.

The full participation of LGBTI people is one of the leading principles of the project and must be followed regardless of prejudice, extreme conservatism or rejecting opinions. However, there is a danger that the number of participants could in training and other events would be very low. This possible problem can be overcome by involving minority NGO leaders in different activities as experts and supporters.

A general problem, which sometimes causes misunderstanding, confusion and debate, is the two aspects of discrimination: 1) the legal concept and 2) the experience-based concept. According to the legal concept, discrimination must be proved or there has to be previous cases with official decisions. According to the experience-based concept, experiences of discrimination, the so-called victim's view, is enough to prove that equal treatment has not actualised. Ethical issues might come across, if one of the two concepts will be seen as "the only right one" or more valuable than the other. The solution is to repeat and clarify the contents of the two aspects.

**1.15. Mainstreaming (max. 2000 characters)**

How do you plan to ensure mainstreaming of aspects mentioned in section 2.3 of the call in the activities of your project?

Requirements defined under the heading 2.3 (mainstreaming) of the call are taken into account in the planning of all activities of the project. Concrete examples on gender mainstreaming within the project implementation are: both men and women are invited in the SC and NWGs; the project staff and participants represent different sexual identities; feed-back from the participants will be collected in three categories: female, male, other; heteronormative approach will be avoided in the contents of the products, events and other material. Furthermore, gender equality is considered in relation to the beneficiaries, the contents of training programmes, seminars and other events, in graphic design of publications and communication tools and in project's external evaluation (gender equality impact assessment will be included).

The other grounds listed in Article 21 of Charter of Fundamental Rights are also taken into account in the design of project activities. Material produced by the project will be easy-to-access and disseminated efficiently. The partnership is based on a cooperation of different actors, including non-State actors and NGOs representing groups vulnerable to hate speech and hate crime. The project will be fully accessible. All events are organised in accessible venues, electronic products and dissemination tools will be tested and guidelines of accessibility given by the management. Easy-to-read language is chosen whenever possible. The project budget will allow funding for specific needs including personal assistance, interpretation in sign-language and necessary equipment.

**1.16. IF APPLICABLE: Description of child protection policy (max. 2000 characters)**

If the applicant and/or any of the partners work directly with/have contact with children, provide a description of the child protection policy of these organisations, covering the following topics:

- purpose of the child protection policy;
- application of the policy (applicable to which staff, in which situations);
- responsibility: who is responsible for ensuring that the policy is adhered to;
- description of recruitment and screening processes with regard to child protection policy (details of training on child protection policy and rights of the child, screening, vetting (criminal background check). Preventing harm to children: processes exist to help minimise the possibility of children being abused by those in positions of trust.

Neither the applicant nor the partners have direct contacts with children or are responsible for the design/ implementation of child protection policy.



## PART 2 – DESCRIPTION OF WORKSTREAMS AND ACTIVITIES

In Part 2, please detail the activities that you will undertake to achieve the objectives and results described in Part 1 of this document. This section is divided into several Workstreams (WS), i.e.: sets of activities leading to a specific output that you wish to produce.

Any project will have a minimum of two and maximum of five WS: Workstream 0 including the management and coordination activities and outputs and Workstreams 1 to 4 including activities and outputs related to the objective(s) of your project.

Each Workstream should include activities and the expected outputs. Except for Workstream 0, you should provide a title and an objective to each Workstream.

### ➤ Workstream 0 - Management and Coordination of the Project

Workstream 0 is intended for the general management and coordination activities of the project (project meetings, project monitoring and evaluation, financial management, reporting, etc.) and all the activities which are cross cutting and therefore difficult to assign just to one specific workstream. In such case, instead of splitting them across many workstreams, please enter and describe them in workstream 0. For this reason this workstream has a different layout, where you do not have to enter objectives and duration. Nevertheless, it will have its own outputs and corresponding budget.

#### I. Description of the work (activities)

Be specific, give a short name for each activity, number them and describe them briefly. Indicate for each activity the partner who will be responsible for its implementation.

No.	Name and description of the activity	Partner
1.	1. General project administration (day-to-day administration)	MOJ
2.	2. Steering Committee (nomination, meetings, internal evaluation, information sharing)	MOJ
3.	3. Action Plan (operational and financial execution of the Annex 1)	MOJ, partners
4.	4. Publicity Plan (cycle for publicity highlights, methods, channels and tools)	MOJ, partners
5.	5. Financial follow-up (follow-up of project finances including partner's use of funds)	MOJ, partners
6.	6. Website and social media (establishment and up-dating)	MOJ
7.	7. External evaluation (public tendering, cooperation with the evaluator)	MOJ
8.	8. Internal evaluation (collection of feedback, SC meetings, Best Practice method)	MOJ, partners
9.	9. Reporting (mid-term and final reporting)	MOJ

#### II. Output(s) of this workstream

List the outputs to be produced by this workstream.

Outputs of your planned activities can be **intangible** (conferences, seminars, training sessions, meetings, interviews, etc.) or **tangible** (manuals, reports, leaflets, website, training material packages, books, etc.).

Give factual and quantitative data: e.g.:

- X regional seminars; X participants, in X country.

- title of publication, type of publication (brochure, manual, flyer, book, training material, etc.) language, format (electronic/printed), number of pages, number of copies.

No.	Output	Factual and quantitative data	Target group
1	Documents, contacts	administrative documents, unofficial meetings, contacts by E-mail/phone	partners, media, representatives of project
2	6 meetings	10 participants per meeting; agendas, minutes, monitoring documents	target groups
3	Action Plan	1 practical workstream-based implementation plan incl. timetable and funds	partners; members,

4	Publicity Plan	Plan on the contents and use of the website, social media and Newsletters; division of work; use of logos	staff and partners
5	Financial follow-up plan	general follow-up, partner-based follow-up forms	staff and partners
6	Website, social media	1 website under <a href="http://www.equality.fi">www.equality.fi</a> -portal, Facebook, YouTube (campaigns), twitter, democracy tools of MOJ ( <a href="http://demokratia.fi/">http://demokratia.fi/</a> )	staff and partners
7	External evaluation	evaluation session, questionnaire, interviews, analysis on project documents	general public,
8	Internal Evaluation	20 participants; best-practice methodology; quantitative report	transnational audience
9	Mid-term and final reports	Following the documents and instructions by the Commission	project staff, SC
			background organisations
			Commission, SC
10	Kick-off meeting	Kick-off meeting in Brussels for the project manager and financial expert (2 persons)	Commission, project staff

## ➤ Workstream 1: Title: **Mainstreaming of LGBTI Non-discrimination**

Duration in months: **12**

Leading partner: **Association of Finnish Local and Regional Authorities (AFLRA)**

### I. Objective(s) of this workstream

Objective of this Workstream is to promote non-discrimination of LGBTI People at local level by developing equality planning of the local authorities and by training key professional groups (social workers, health care professionals etc.). Aim of the workstream is to develop training modules for key professionals as well as to create opportunities for mutual learning and exchange of experience between the Member States. The products to be developed will be transferrable and disseminated among other Member States by using project dissemination tools and in transnational events organised by the project.

### II. Description of the work (activities)

Be specific, give a short name for each activity, number them and describe them briefly. Indicate for each activity the partner who will be responsible for its implementation.

No.	Name and description of the activity	Partner
1.	Survey and analysis on existing equality plans in local municipalities	AFLRA, MOJ
2.	Peer Review workshop on implementation of Equality plans, SE	ALFRA
3.	Working seminar on setting indicators for equality planning, special focus on LGBTI perspective	ALFRA
4.	Regional workshops on implementation of the equality plan	AFLRA
5.	Best practice guidebook for municipalities and towns on implementation and follow-up of Equality Plans	ALFRA, MOJ
6.	Mainstreaming LGBTI in equality planning; guidelines and a booklet	MOJ, Seta
7.	Regional /local (cities) training sessions for professionals in social services, health sector and in education sector	MOJ, ALFRA
8.	Training modules	MOJ
9.	Training material	MOJ

### III. Output(s) of this workstream

List the outputs to be produced by this workstream.

Outputs of your planned activities can be **intangible** (conferences, seminars, training sessions, meetings, interviews, etc.) or **tangible** (manuals, reports, leaflets, website, training material packages, books, etc.).

Give factual and quantitative data: e.g.:

- X regional seminars; X participants, in X country.

- title of publication, type of publication (brochure, manual, flyer, book, training material, etc.) language, format (electronic/printed), number of pages, number of copies.

No.	Output	Factual and quantitative data	Target group
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1.	Survey report	Survey and analysis on the equality plans of Finnish municipalities; electronic format, summary in SV and EN	Public authorities
2.	Working seminar	Seminar on benchmarking and setting indicators for equality planning, 100 persons, Helsinki (Finland)	Public authorities
3.	Indicators for a municipal equality plan	Guidebook on best practices for the implementation and follow-up of the municipal equality plans	same as above
4.	Guidelines for mainstreaming LGTBI in equality planning	1 Guidebook (20 pages), FI/SV/EN, print copies 500/200/200	same as above
5.	Workshops	10 regional workshops on equality planning: Turku, Vaasa, Jyväskylä, Rovaniemi, Kouvola, 10 x 10 persons	Professionals in key areas of life
6.	Testing of training modules	Testing of training: social workers, health care staff, educational staff 12 training sessions x 30 participants	
7.	Training manual	Good practices and modules for training of professionals; electronic version; FI, SE, EN, FR, DE	Responsible bodies in the Member States
8.	Training videos	Training videos on promotion of non-discrimination in the local service provision	

<b>➤ Workstream 2: Title: LGBTI Awareness-raising at Local Level</b>		
Duration in months: <b>12</b>	Leading partner: <b>Seta</b>	
<b>I. Objective(s) of this workstream</b>		
The objectives of the Workstream 2 are i) to raise awareness on LGBTI rights and equality at local level, ii) to identify problems related to equality and non-discrimination, iii) to promote cooperation between local LGBTI NGOs and other local actors, iv) to identify measures to promote LGBTI equality at local level. This will be done by carrying out regional campaigns to promote LGBTI -equality especially targeted at social and health care service providers. The campaign will be planned in details and implemented together with NGOs representing LGBTI people.		
<b>II. Description of the work (activities)</b>		
Be specific, give a short name for each activity, number them and describe them briefly. Indicate for each activity the partner who will be responsible for its implementation.		
No.	Name and description of the activity	Partner
1	Local events on LGBTI equality	Seta, MOJ
2	Training of local professionals in the social and health services	Seta
3	Local (regional) awareness-raising campaigns	MOJ, Seta
4	Awareness-raising materials	MOJ, Seta
5	Information dissemination for transnational use on good practices to promote LGBTI equality	MOJ, Seta
<b>III. Output(s) of this workstream</b>		
List the outputs to be produced by this workstream.		
Outputs of your planned activities can be <b>intangible</b> (conferences, seminars, training sessions, meetings, interviews, etc.) or <b>tangible</b> (manuals, reports, leaflets, website, training material packages, books, etc.).		
Give factual and quantitative data: e.g.:		
- X regional seminars; X participants, in X country.		
- title of publication, type of publication (brochure, manual, flyer, book, training material, etc.) language, format (electronic/printed),		

number of pages, number of copies.			
No.	Output	Factual and quantitative data	Target group
1	Events on LGBTI equality	Awareness-raising events in 5 locations (Helsinki, Vaasa, Tampere, Turku, Rovaniemi); 500 participants	General public
2	Training of social and health professionals	Half-a-day training sessions in 10 locations; 300-500 participants	Staff in social and health services
3	Campaign	Campaign weeks in the social media	General public
4	Materials	A brochure, guidelines for service providers, posters, promotional materials	Staff in social and health services
5	Blogs, thematic articles	Blog texts (3) and articles (3) on good practices, to be published on the project website and on <a href="http://www.demokratia.fi">www.demokratia.fi</a> and on <a href="http://www.seta.fi">www.seta.fi</a> / Languages: FI/SV/EN	General public

### ► Workstream 3: Title: Transnational and Cross-border Cooperation on LGBTI policies

Duration in months: **20**

Leading partner: **MOJ**

#### I. Objective(s) of this workstream

Objective of the WS3 is to build capacity of national LGBTI NGOs by networking, mutual learning and exchange of good practices with LGBTI NGOs operating in another EU Member State. Another objective of the Workstream is to raise awareness of the List of Actions in the EU Member States and to support its implementation.

#### II. Description of the work (activities)

Be specific, give a short name for each activity, number them and describe them briefly. Indicate for each activity the partner who will be responsible for its implementation.

No.	Name and description of the activity	Partner
1.	Regional, thematic seminars (2):	MOJ, Seta MOJ, Seta Seta MOJ, Seta MOJ
2.	NGO exchange programme;	
3.	NGO exchange report;	
4.	Baltic-Finland –joint event;	
5.	Transnational Final Conference with the focus on the implementation of the List of Actions; representatives from all EU Member States and Iceland and Liechtenstein	

#### III. Output(s) of this workstream

List the outputs to be produced by this workstream.

Outputs of your planned activities can be **intangible** (conferences, seminars, training sessions, meetings, interviews, etc.) or **tangible** (manuals, reports, leaflets, website, training material packages, books, etc.).

Give factual and quantitative data: e.g.:

- X regional seminars; X participants, in X country.

- title of publication, type of publication (brochure, manual, flyer, book, training material, etc.) language, format (electronic/printed), number of pages, number of copies.

No.	Output	Factual and quantitative data	Target group
1.	Regional seminars	2 seminars (Helsinki, Riga) X 50 persons	NGOs, professionals, public authorities
2.	Exchange periods	2 exchange periods á 2 weeks (4 persons in total)	LGBTI NGOs
3.	Exchange report	2 exchange reports	NGOs, public authorities
4.	Joint LGBTI event	Thematic session during the Baltic Pride event (summer 2018)	General public
5.	Final Conference	100 persons from 30 countries (MS's and Iceland and Liechtenstein)	NGOs, public authorities, researchers
6.	Conference Discussion paper	Short introduction to the topics of the Final Conference, 5 pages in EN	NGOs, public authorities, researchers, general

7.	Final Conference Report	Introduction of the results of the Final Conference, links to website and social media	public
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➤ **Workstream 4: Title: Tackling Multiple Discrimination faced by LGBTI members of minority communities**

Duration in months: **24**      Leading partner: **MOJ**

**I. Objective(s) of this workstream**

Objectives of this Workstream are i) to identify multiple discrimination faced by LGBTI members of minority communities, disability groups and aged people, ii) to facilitate dialogue with LGBTI NGOs and minority communities, iii) to raise awareness of the different forms of multiple discrimination and iv) to test tools and methods to combat it. The activities also aim at building capacity of minority groups to identify issues related to LGBTI equality in their communities and to tackle these.

**II. Description of the work (activities)**

Be specific, give a short name for each activity, number them and describe them briefly. Indicate for each activity the partner who will be responsible for its implementation.

No.	Name and description of the activity	Partner
1.	Survey on multiple discrimination faced by LGTBI members of minority communities	MOJ, Seta
2.	NGO meetings: LGBTI Rights and Equality in Roma, Sámi and Religious Communities, within Disability groups and Aged people	MOJ, Seta, minority NGOs
3.	Collection of articles on LGBTI diversity in Finland	MOJ, Seta
4.	National seminar with special focus on LGBTI rights and equality in Finland and multiple discrimination	MOJ, Seta

**III. Output(s) of this workstream**

List the outputs to be produced by this workstream.

Outputs of your planned activities can be **intangible** (conferences, seminars, training sessions, meetings, interviews, etc.) or **tangible** (manuals, reports, leaflets, website, training material packages, books, etc.).

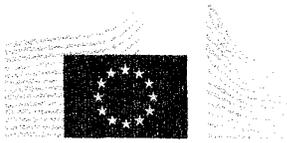
Give factual and quantitative data: *e.g.*:

- *X regional seminars; X participants, in X country.*

- *title of publication, type of publication (brochure, manual, flyer, book, training material, etc.) language, format (electronic/printed), number of pages, number of copies.*

No.	Output	Factual and quantitative data	Target group
1.	Interviews	20 interviews with NGO experts and other key persons on multiple discrimination faced by LGBTI People	LGBTI people, NGOs, public authorities
2.	Questionnaire	Questionnaire on multiple discrimination faced by LGBTI People	same as above
3.	Survey report	Survey report; 50 pages, electronic format, FI, EN	same as above
4.	NGO meetings	5 x meetings based on the survey; 5 x 10 persons	LGBTI NGOs, minority NGOs
5.	Collection of articles	Collection of articles introducing people with diverse identities and backgrounds	Decision makers, general public
6.	Seminar	A 1-day Seminar on Changing Identities as a part of "Together - 100 Years of Finnish Independence" programme; 100 participants	General public, media, decision-makers, NGOs, public authorities





**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL JUSTICE and CONSUMERS

**Unit 0.4: Programme management**

## **ANNEX II**

### **GENERAL CONDITIONS**

**PART A – LEGAL AND ADMINISTRATIVE PROVISIONS**

**PART B – FINANCIAL PROVISIONS**

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

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

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

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

The beneficiaries shall:

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

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

Each beneficiary shall:

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

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

The coordinator shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**II.4.2** Any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement shall be notified to the Commission, in writing, without delay. The beneficiaries shall immediately take all the

necessary steps to rectify this situation. The Commission reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

## **ARTICLE II.5 – CONFIDENTIALITY**

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

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

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

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

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

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

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

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

The beneficiaries shall have the right of access to their personal data and the right to rectify any such data. Should the beneficiaries have any queries concerning the

processing of their personal data, they shall address them to the data controller, identified in Article I.6.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) subcontracting only covers the implementation of a limited part of the action;
- (b) recourse to subcontracting is justified having regard to the nature of the action and what is necessary for its implementation;
- (c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex III;

- (d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the coordinator and approved by the Commission without prejudice to Article II.12.2;
- (e) the beneficiaries ensure that the conditions applicable to them under Article II.7 are also applicable to the subcontractor.

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

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

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

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

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

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

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

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

- II.12.2** An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.
- II.12.3** Any request for amendment shall be duly justified and shall be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the period set out in Article I.2.2, except in cases duly substantiated by the party requesting the amendment and accepted by the other party.
- II.12.4** A request for amendment on behalf of the beneficiaries shall be submitted by the coordinator. If a change of coordinator is requested without its agreement, the request shall be submitted by all other beneficiaries.
- II.12.5** Amendments shall enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

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

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

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

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

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

## **ARTICLE II.14 – FORCE MAJEURE**

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

they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as *force majeure*.

- II.14.2** A party faced with *force majeure* shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.
- II.14.3** The parties shall take the necessary measures to limit any damage due to *force majeure*. They shall do their best to resume the implementation of the action as soon as possible.
- II.14.4** The party faced with *force majeure* shall not be held to be in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

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

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

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

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

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

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

- (c) if the Commission suspects substantial errors, irregularities, fraud or breach of obligations committed by a beneficiary in the award procedure or in the implementation of the Agreement and needs to verify whether they have actually occurred.

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

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

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

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

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

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

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

If the implementation of the action can be resumed and the Agreement is not terminated, an amendment to the Agreement shall be made in accordance with Article II.12 in order to establish the date on which the action shall be resumed, to extend the

duration of the action and to make any other modifications that may be necessary to adapt the action to the new implementing conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) if a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- (b) if, following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (c) if the beneficiaries do not implement the action as specified in Annex I or if a beneficiary fails to comply with another substantial obligation incumbent on it under the terms of the Agreement;
- (d) in the event of *force majeure*, notified in accordance with Article II.14, or in the event of suspension by the coordinator as a result of exceptional circumstances, notified in accordance with Article II.15, where resuming the implementation is impossible or where the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (e) if a beneficiary is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (f) if a beneficiary or any related person, as defined in the second subparagraph, have been found guilty of professional misconduct proven by any means;

- (g) if a beneficiary is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or in which the action is implemented;
- (h) if the Commission has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the Commission has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement, including in the event of submission of false information or failure to submit required information in order to obtain the grant provided for in the Agreement; or
- (j) if the Commission has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant.

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

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

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

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

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

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

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

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

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

- (a) there shall be no additional time period from the date when the termination of the Agreement takes effect for the coordinator to produce a request for payment of the balance in accordance with Article II.23.2; and
- (b) the Commission shall not reimburse or cover any costs incurred by the beneficiaries up to the date of termination or up to the end of the period set out

in Article I.2.2, whichever is the earlier, which are not included in a financial statement approved by it or which are not justified in a technical report approved by it.

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

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

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

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

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

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

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

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

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

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

- II.18.1** The Agreement is governed by the applicable Union law complemented, where necessary, by the law of Belgium.
- II.18.2** Pursuant to Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.
- II.18.3** By virtue of Article 299 TFEU, for the purposes of recoveries within the meaning of Article II.26 or financial penalties, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States. An action may be brought against such decision before the General Court of the European Union pursuant to Article 263 TFEU.

## **PART B – FINANCIAL PROVISIONS**

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

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

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

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

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

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

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

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

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

in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used;

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

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

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

- (d) costs of consumables and supplies, provided that they are purchased in accordance with Article II.9 and are directly assigned to the action;
- (e) costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with Article II.9;
- (f) costs entailed by subcontracts within the meaning of Article II.10, provided that the conditions laid down in that Article are met;
- (g) costs of financial support to third parties within the meaning of Article II.11, provided that the conditions laid down in that Article are met;

- (h) duties, taxes and charges paid by the beneficiary, notably value added tax (VAT), provided that they are included in eligible direct costs, and unless specified otherwise in the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This request shall be accompanied by the following documents:

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

This certificate shall be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII. It shall certify that the costs declared in the interim or final financial statement by the beneficiary concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3(a)(i) are

real, accurately recorded and eligible in accordance with the Agreement. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The payment of the balance, which may not be repeated, is intended to reimburse or cover after the end of the period set out in Article I.2.2 the remaining part of the eligible costs incurred by the beneficiaries for its implementation. Where the total

amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance may take the form of a recovery as provided for by Article II.26.

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

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

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

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

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

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

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

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

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

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

all beneficiaries, or suspend the pre-financing payments or interim payments for any one or several beneficiaries:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**II.24.9 Currency for payments**

Payments by the Commission shall be made in euro.

**II.24.10 Date of payment**

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

**II.24.11 Costs of payment transfers**

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

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

**II.24.12 Payments to the coordinator**

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

**ARTICLE II.25 – DETERMINING THE FINAL AMOUNT OF THE GRANT****II.25.1 Calculation of the final amount**

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

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

the proper implementation of the corresponding tasks or part of the action in accordance with Annex I;

- (d) where, in accordance with Article I.3(d), the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Commission for the corresponding beneficiaries and affiliated entities.

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

## **II.25.2 Maximum amount**

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE II.26 – RECOVERY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bank charges incurred in connection with the recovery of the sums owed to the Commission shall be borne by the beneficiary concerned except where

Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On the basis of the final audit findings, the Commission may take the measures which it considers necessary, including recovery at the time of payment of the balance or

after payment of the balance of all or part of the payments made by it, in accordance with Article II.26.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If no observations have been submitted or if the Commission does not accept the observations or the alternative flat rate proposed by the beneficiary, the Commission shall formally notify the

beneficiary concerned thereof and correct the grant amount by applying the flat rate initially notified to the beneficiary.

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

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

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

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

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

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

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



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL JUSTICE and CONSUMERS

Unit 0.4: Programme management

## **ANNEX III**

### **ESTIMATED BUDGET OF THE ACTION**

*J. Neep*

<b>IDENTIFICATION FORM</b>
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<b>Title</b>	Rainbow Rights - Promoting LGBTI Equality in Europe
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<b>Legal name of beneficiary/co-ordinator</b>	Ministry of Justice
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<b>Address</b>	(VISITING ADDRESS: ETELÄ-ESPLANADI 10, HELSINKI) P.O. Box 25, 00023 Government, Finland
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<b>Eligibility period</b>	From: 01/01/2017	To: 31/12/2018
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<b>Banking details</b>	Name and address of the bank	Pohjola Bank Plc
	Bank account n°	50,000,121,502,354
	I.B.A.N	FI3150000121502354
	Bank account holder	Ministry of Justice
	Payment reference (if necessary)	Rainbow Rights

<b>Summary of activities</b>
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<b>Objectives</b>	<ul style="list-style-type: none"> <li>- More effective implementation of the EU and national legislation on prohibiting discrimination and promotion of equality</li> <li>- Better social acceptance of LGBTI people in all areas of the society</li> <li>- Developments in the regional and local policies against discrimination of LGBTI people</li> <li>- EU level exchange and mutual learning in combating discrimination against LGBTI people</li> <li>- Combating multiple discrimination against LGBTI members of the minority groups</li> </ul>
<b>Activities</b>	<ul style="list-style-type: none"> <li>- Promoting LGBTI awareness through equality mainstreaming in different fields (education, employment and health) (Workstream 2)</li> <li>- Developing local LGBTI policies together with public officials and LGBTI NGOs (Workstream 3)</li> <li>- Promoting mutual learning and exchange of good practices of LGBTI NGOs by cross border cooperation (Workstream 4)</li> <li>- Raising awareness on multiple discrimination and harmful stereotypes towards LGBTI-people within minority communities (Workstream 5)</li> <li>- Project coordination, reporting and evaluation (Workstream 1)</li> </ul>

<b>Total amount requested from the EU</b>	<b>EURO 485,676.00</b>
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<b>BENEFICIARIES</b>
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	<b>Country</b>
Legal name of beneficiary/co-ordinator	FI

Co-beneficiary Code	Legal name of Co-beneficiary	Country
Co-beneficiary 1	Ministry of Social Affairs and Health (MSAH)	FI
Co-beneficiary 2	Seta	FI
Co-beneficiary 3	Association of Finnish Local and Regional Authorities	FI
Co-beneficiary 4	Lithuanian Gay League	LT
Co-beneficiary 5		
Co-beneficiary 6		
Co-beneficiary 7		
Co-beneficiary 8		
Co-beneficiary 9		
Co-beneficiary 10		
Co-beneficiary 11		
Co-beneficiary 12		
Co-beneficiary 13		
Co-beneficiary 14		
Co-beneficiary 15		
Co-beneficiary 16		
Co-beneficiary 17		
Co-beneficiary 18		
Co-beneficiary 19		
Co-beneficiary 20		

*D. Mef*

	A	B	C	D	E	F	G	H	I
1	<b>FORECAST BUDGET CALCULATION</b>								
2	Estimated Expenditure %								
3	A	Staff			300,760.00				
4	B	Travel			101,466.00				
5	C	Equipment			0.00				
6	D	Consumables			0.00				
7	E	Other direct costs			178,450.00				
8	Total Direct Costs				580,676.00				
9	F	Indirect costs			35,000.00	6.03%			
10	Total Eligible Costs				615,676.00				
11	G	Contribution in kind			22,000.00				
12	Total Costs				637,676.00				
13	Estimated Income								
14	I	Financial contributions specifically assigned by donors to the financing of the eligible costs & Income generated by the financed activities			0.00	0.00%			
15	K	Other income, including own contribution from the beneficiary/-ies			130,000.00	21.12%			
16	EU Contribution				485,676.00	78.88%			
17	Total				615,676.00				
18	G	Contribution in kind			22,000.00				
19	Total Income				637,676.00				
20									
21									
22	Subtotal of selected entries								
23	Budget heading	Name of Beneficiary	Workstream	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
24	A	MOJ	Workstream 0	Project Manager, Ms. Liisa Männistö	days	255.00	440.00	112,200.00	
25	A	MOJ	Workstream 0	Project Expert, Ms. Hitomi Tabuchi, part-time	days	104.00	440.00	45,760.00	50% worktime
26	A	Seta	Workstream 2	Programme Coordinator, to be recruited	days	190.00	360.00	68,400.00	
27	A	AFLRA	Workstream 1	Programme Coordinator, to be recruited	days	250.00	240.00	60,000.00	
28	A	LGL	Workstream 3	National coordinator, Tomas Vytautas Raskevičius	days	120.00	120.00	14,400.00	
29	G	MOJ	Workstream 1	LGBTI and Mainstreaming Expert; Panu Artemjeff	days	275.00	40.00	11,000.00	national contribution
30	G	MOJ	Workstream 0	Project Management Expert, Ms. Katriina Nousiainen	days	275.00	40.00	11,000.00	national contribution
31									
32	B	LGL	Workstream 0	SC travel costs; flight Vilnius-Helsinki-Vilnius, 5 meetings	flight	350.00	5.00	1,750.00	1 person x 5 mtgs
33	B	MOJ	Workstream 0	SC subsistence; 1 person x 1 night x 5 meetings	night	244.00	5.00	1,220.00	
34	B	MOJ	Workstream 0	SC travel costs; flight Helsinki-Vilnius-Helsinki, 1 meeting; 12 persons	flight	350.00	12.00	4,200.00	

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Action Grants 2014

	A	B	C	D	E	F	G	H	I
	Budget heading	Name of Beneficiary	Workstream	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
23									
35	B	MOJ	Workstream 0	SC subsistence in Vilnius; 12 persons x 1 night x 1 meeting	night	183.00	12.00	2,196.00	12 persons
36	B	MOJ	Workstream 0	SC travel costs; train Tampere-Helsinki-Tampere, 1 person X 6 meetings	train	52.00	6.00	312.00	
37	E	MOJ	Workstream 0	Dissemination costs: graphic design/ project logo, graphics for the website and the social media	fee	400.00	3.00	1,200.00	
38	E	MOJ	Workstream 0	Dissemination costs: brochure (2 pages)/ graphic design	fee	400.00	1.00	400.00	
39	E	MOJ	Workstream 0	Dissemination costs: brochure (2 pages)/ translations FI-EN, FI-SE, FI-LT	fee	50.00	6.00	300.00	
40	E	MOJ	Workstream 0	Website and social media: translations, FI-SE, FI-EN, FI-Same, sign language/ 8 pages x €50 x 4 languages	page	50.00	32.00	1,600.00	
41	E	MOJ	Workstream 0	External evaluation	days	300.00	30.00	9,000.00	to be sub-contracted
42	B	MOJ	Workstream 0	Kick-off meeting in Brussels, travel costs for 2 persons, flight Hel-Bru-Hel	flight	400.00	2.00	800.00	
43	B	MOJ	Workstream 0	Kick-off meeting in Brussels, subsistence costs in Brussels for 2 persons x 1 night	night	232.00	2.00	464.00	
44							1.00	0.00	
45	E	AFLRA	Workstream 1	Survey on equality mainstreaming: translation of the summary, 10 pages x 2 languages (EN/SE) x €50/page	page	50.00	20.00	1,000.00	
46	B	AFLRA	Workstream 1	Seminar on setting indicators for equality mainstreaming, travelling costs, 50 regional participants	train/bus/flight	150.00	50.00	7,500.00	average costs
47	B	AFLRA	Workstream 1	Seminar on setting indicators for equality mainstreaming, accomodation costs, 15 regional participants	night	120.00	15.00	1,800.00	
48	B	AFLRA	Workstream 1	Seminar on setting indicators for equality mainstreaming, expert travelling from SE and NL, 2 persons x flight x €350	flight	350.00	2.00	700.00	Stockholm-Helsinki and Amsterdam-Helsinki
49	B	AFLRA	Workstream 1	Seminar on setting indicators for equality mainstreaming, subsistence (from SE and NL), 2 persons x 1 night x €244	night	244.00	2.00	488.00	
50	E	AFLRA	Workstream 1	Seminar on setting indicators for equality mainstreaming; catering (2 x coffee, 1 x lunch)	person	40.00	100.00	4,000.00	
51	E	AFLRA	Workstream 1	Seminar on setting indicators for equality mainstreaming: rent of venue, 1 day	venue	500.00	1.00	500.00	
52	E	AFLRA	Workstream 1	Seminar on setting indicators for equality mainstreaming: expert fee, 2 experts x €200	fee	200.00	2.00	400.00	
53	E	AFLRA	Workstream 1	Indicators for equality mainstreaming; expert fee; €250 x 20 days	fee	250.00	20.00	5,000.00	
54	E	AFLRA	Workstream 1	Guidebook for municipalities on implementation and follow-up of Equality Plans; expert fee, 40 days	fee	300.00	40.00	12,000.00	

## ANNEX III JUST/2015/RDIS/AG/9374 Ministry of Justice FINLAND

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	A	B	C	D	E	F	G	H	I
	Budget heading	Name of Beneficiary	Workstream	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
23									
55	E	AFLRA	Workstream 1	Guidebook for municipalities on implementation and follow-up of Equality Plans; graphic design and lay-out; 30 pages	fee	1,500.00	1.00	1,500.00	
56	E	AFLRA	Workstream 1	Guidebook for municipalities on implementation and follow-up on Equality Plans; printing costs, 1000 pcs.	pcs	2.00	1,000.00	2,000.00	
57	E	AFLRA	Workstream 1	Guidebook for municipalities on implementation and follow-up on Equality Plans; translation costs, FI-SE 30 pages	page	50.00	30.00	1,500.00	
58	B	AFLRA	Workstream 1	Workshops on implementation of Equality Plans: expert travelling to 5 locations x 2 sessions x 4 persons	train/bus/flight	150.00	40.00	6,000.00	average costs
59	B	AFLRA	Workstream 1	Workshops on implementation of Equality Plans: per diems (€40/day): 5 locations x 2 sessions x 4 trainers	days	40.00	80.00	3,200.00	
60	B	AFLRA	Workstream 1	Workshops on implementation of Equality Plans: accomodation in 2 locations x 2 sessions x 4 persons	night	120.00	16.00	1,920.00	
61	E	AFLRA	Workstream 1	Workshops on implementation of Equality Plans: catering in 5 locations x 2 sessions x 15 persons	person	10.00	150.00	1,500.00	
62	E	AFLRA	Workstream 1	Workshops on implementation of Equality Plans: rent of venue 5 locations x 2 sessions	venue	300.00	6.00	1,800.00	
63	E	MOJ	Workstream 1	Guidebook for mainstreaming LGTBI in equality planning; printing costs, 900 copies á €1	pcs.	900.00	1.00	900.00	
64	E	MOJ	Workstream 1	Guidebook for mainstreaming LGTBI in equality planning; translation costs FI-EN, FI-SE; 20 pages	page	50.00	40.00	2,000.00	
65	E	MOJ	Workstream 1	Guidebook for mainstreaming LGTBI in equality planning; graphic design and lay-out, fee	fee	800.00	1.00	800.00	
66	B	AFLRA	Workstream 1	Equality Mainstreaming; Peer Review workshop in Kalmar, Sweden; 7 persons; flight Helsinki-Kalmar	flight	350.00	7.00	2,450.00	
67	B	AFLRA	Workstream 1	Equality Mainstreaming; Peer Review workshop in Kalmar, Sweden; 7 persons; subsistence costs/ 2 days	days	257.00	14.00	3,598.00	
68	B	MOJ	Workstream 1	Testing of training modules: expert travelling costs, regional travelling, 12 training sessions in Southern Finland	train/bus	50.00	12.00	600.00	
69	B	MOJ	Workstream 1	Testing of training modules: staff travelling costs, regional travelling; 12 training sessions in Southern Finland	train/bus	50.00	24.00	1,200.00	
70	E	MOJ	Workstream 1	Testing of training modules: venues, 12 x €200	venue	200.00	12.00	2,400.00	
71	E	MOJ	Workstream 1	Testing of training modules: catering, 12 x 30 x € 10	coffee	10.00	360.00	3,600.00	
72	E	MOJ	Workstream 1	Testing of training modules: expert fees, 12 experts	fee	150.00	12.00	1,800.00	
73	E	MOJ	Workstream 1	Manual: graphic design	fee	800.00	1.00	800.00	
74	E	MOJ	Workstream 1	Manual: lay-out 40 pages x 4 languages (FI, SE, EN, FR)	fee	10.00	160.00	1,600.00	

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	A	B	C	D	E	F	G	H	I
	Budget heading	Name of Beneficiary	Workstream	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
23									
75	E	MOJ	Workstream 1	Manual: translations 3 languages, 40 pages x 4 languages x €50, SE, EN, FR	fee	50.00	120.00	6,000.00	
76	E	MOJ	Workstream 1	Manual: illustration/photos: 8 pcs x €200	fee	200.00	8.00	1,600.00	
77	E	MOJ	Workstream 1	Training material on non-discrimination in public services; 2 videos á 3 minutes, expert fee	fee	4,000.00	2.00	8,000.00	
78	E	Seta	Workstream 2	Local campaigns, promotion materials	materials	0.00	0.00	0.00	
79	E	Seta	Workstream 2	Christmas calender for local health and social services	calender	2.00	1,500.00	3,000.00	
80	E	Seta	Workstream 2	Awareness-raising videos	video	1,000.00	2.00	2,000.00	
81	E	Seta	Workstream 2	Advertising costs for social and other media	costs	1,000.00	1.00	1,000.00	
82	E	Seta	Workstream 2	Local campaigns, posters	posters	6.00	500.00	3,000.00	
83	E	Seta	Workstream 2	Local campaigns, brochures	brochures	1.00	1,000.00	1,000.00	
84	B	Seta	Workstream 2	Staff travelling related to WS 2; 35 travels x €120 (flight/train)	flight/train	120.00	35.00	4,200.00	average costs
85	E	Seta	Workstream 2	Awareness-raising events on LGBTI people's rights/ 5 events Helsinki, Tampere, Turku, Vaasa, Rovaniemi á 4000	event	4,000.00	5.00	20,000.00	
86				Advertising costs €800					
87				Expert fees 3 x €400 (local LGBTI NGO)					
88				Rent of venue €600					
89				Printing costs €400					
90				Materials € 1000					
91	E	Seta	Workstream 2	Local training sessions, venue 10 x €500	venue	500.00	10.00	5,000.00	
92	E	Seta	Workstream 2	Local training sessions, catering 10 x 30 persons x €8	coffee	8.00	300.00	2,400.00	
93	E	Seta	Workstream 2	Local training sessions, expert fees 20 experts á 200	fee	200.00	20.00	4,000.00	
94	B	MOJ	Workstream 3	Transnational Final conference: flights for international experts to Tallinn, 2 persons á €400	flight	400.00	2.00	800.00	
95	B	MOJ	Workstream 3	Transnational Final Conference: flights for representatives from 27 MS's, Iceland and Liechtenstein to Tallinn, 29 persons á €400	flight	400.00	29.00	11,600.00	
96	B	MOJ	Workstream 3	Transnational Final Conference: accomodation for 50 persons in Tallinn á €140	night	140.00	79.00	11,060.00	Regional participants 1 night, transnational guests 2 nights
97	E	MOJ	Workstream 3	Transnational Final Conference: catering/ 2 x lunch, coffees	person	80.00	100.00	8,000.00	
98	E	MOJ	Workstream 3	Transnational Final Conference: dinner for 50 persons;	person	50.00	50.00	2,500.00	
99	E	MOJ	Workstream 3	Transnational Final Conference: evening programme (music/presentations)	fee	500.00	1.00	500.00	
100	E	MOJ	Workstream 3	Transnational Final Conference: expert fee for preparing the final report; 5 working days x € 250	fee	250.00	5.00	1,250.00	

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Action Grants 2014

	A	B	C	D	E	F	G	H	I
	Budget heading	Name of Beneficiary	Workstream	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
23									
101	E	MOJ	Workstream 3	Transnational Final Conference: expert fee for presentations, 2 persons x €250	fee	250.00	2.00	500.00	
102	E	MOJ	Workstream 3	Transnational Final Conference: supplies (folders etc.), €5 x 120 pcs.	pcs	5.00	120.00	600.00	
103	B	MOJ	Workstream 3	Regional event in Riga; thematic stand on the Baltic Pride; travelling costs, staff travelling for 2 persons	flight	350.00	2.00	700.00	
104	B	Seta	Workstream 3	Regional event in Riga; thematic stand on the Baltic Pride; travelling costs, 2 persons	flight	350.00	2.00	700.00	
105	B	LGL	Workstream 3	Regional event in Riga; thematic stand on the Baltic Pride; travelling costs, 4 persons from Estonia and Lithuania	bus	150.00	4.00	600.00	
106	B	LGL	Workstream 3	Regional event in Riga; subsistence costs for Lithuanian and Estonian participants, 4 persons x 2 days	days	211.00	8.00	1,688.00	
107	B	MOJ	Workstream 3	Regional event in Riga; subsistence costs for 2 persons (staff) x 2 days	days	211.00	4.00	844.00	
108	B	Seta	Workstream 3	Regional event in Riga; subsistence costs for 2 persons x 2 days	days	211.00	4.00	844.00	
109	E	LGL	Workstream 3	Regional event in Riga; rent of venue	venue	200.00	1.00	200.00	
110	E	LGL	Workstream 3	Regional event in Riga; promotional material (leaflets, balloons, bags), 5000 pcs.	pcs	5,000.00	1.00	5,000.00	
111									
112	B	MOJ	Workstream 3	Regional seminar in Vilnius; staff travelling, 2 persons	flight	350.00	2.00	700.00	
113	B	MOJ	Workstream 3	Regional seminar in Vilnius; staff subsistence, 2 persons x 2 days	day	183.00	4.00	732.00	
114	B	Seta	Workstream 3	Regional seminar in Vilnius; staff travelling, 1 person	flight	350.00	1.00	350.00	
115	B	Seta	Workstream 3	Regional seminar in Vilnius; staff subsistence, 1 person x 2 days	day	183.00	2.00	366.00	
116	B	LGL	Workstream 3	Regional seminar in Vilnius; regional travelling; participant travelling from Finland; 5 persons x € 350	flight	350.00	5.00	1,750.00	
117	B	LGL	Workstream 3	Regional seminar in Vilnius; regional travelling; participant travelling from Estonia; 5 persons x €150	flight	150.00	5.00	750.00	
118	B	LGL	Workstream 3	Regional seminar in Vilnius; regional travelling; participant travelling from Latvia; 5 persons x € 100	bus/flight	100.00	5.00	500.00	
119	B	LGL	Workstream 3	Regional seminar in Vilnius; accomodation for transnational participants; 15 persons x €80	night	80.00	15.00	1,200.00	
120	E	LGL	Workstream 3	Regional seminar in Vilnius: catering for 80 persons, 2 x coffee, 1 x lunch	person	40.00	80.00	3,200.00	
121	E	LGL	Workstream 3	Regional seminar in Vilnius; expert fee for facilitation and reporting, 3 experts	fee	350.00	3.00	1,050.00	
122	E	LGL	Workstream 3	Regional seminar in Vilnius; seminar materials, €6,25 x 80 participants	pcs	6.25	80.00	500.00	

*Handwritten signature/initials*

## ANNEX III JUST/2015/RDIS/AG/9374 Ministry of Justice FINLAND

Action Grants 2014

	A	B	C	D	E	F	G	H	I
	Budget heading	Name of Beneficiary	Workstream	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
23									
123	B	LGL	Workstream 3	Regional seminar in Helsinki; staff travelling, 1 person	flight	350.00	1.00	350.00	
124	B	LGL	Workstream 3	Regional seminar in Helsinki; staff subsistence, 1 persons x 2 days	day	244.00	2.00	488.00	
125	B	MOJ	Workstream 3	Regional seminar in Helsinki; participant travelling from Lithuania; 5 persons x € 350	flight	350.00	5.00	1,750.00	
126	B	MOJ	Workstream 3	Regional seminar in Helsinki; participant travelling from Estonia; 5 persons x €150	boat	150.00	5.00	750.00	
127	B	MOJ	Workstream 3	Regional seminar in Helsinki; participant travelling from Latvia; 5 persons x € 350	flight	350.00	5.00	1,750.00	
128	B	MOJ	Workstream 3	Regional seminar in Helsinki; accomodation for transnational participants; 15 persons x €120	night	120.00	15.00	1,800.00	
129	E	MOJ	Workstream 3	Regional seminar in Helsinki; catering for 50 persons, 2 x coffee, 1 x lunch	person	70.00	50.00	3,500.00	
130	E	MOJ	Workstream 3	Regional seminar in Helsinki; expert fee for facilitation and reporting, 3 experts	fee	350.00	3.00	1,050.00	
131	E	MOJ	Workstream 3	Regional seminar in Helsinki; seminar materials, €6,25 x 80 participants	pcs	6.25	80.00	500.00	
132	B	Seta	Workstream 3	NGO Exchange programme; 2 NGO workers from Finland to Lithuania; travelling costs	flight	350.00	2.00	700.00	
133	B	Seta	Workstream 3	NGO Exchange programme; 2 NGO workers from Finland to Lithuania; Subsistence costs for 2 persons x 2 weeks	day	183.00	28.00	5,124.00	
134	B	LGL	Workstream 3	NGO Exchange programme; 2 NGO workers from Lithuania to Finland; travelling costs	flight	350.00	2.00	700.00	
135	B	LGL	Workstream 3	NGO Exchange programme; 2 NGO workers from Lithuania to Finland; subsistence costs for 2 persons x 2 weeks	day	244.00	28.00	6,832.00	
136	E	MOJ	Workstream 4	Survey on multiple discrimination; to be sub-contracted	fee	400.00	50.00	20,000.00	to be sub-contracted
137	B	MOJ	Workstream 4	NGO meetings: participant travelling, 2 participants x 6 meetings	bus/train/flight person	120.00	12.00	1,440.00	average cost
138	E	MOJ	Workstream 4	NGO meetings, catering, 15 participants x 6 meetings x €10	person	10.00	90.00	900.00	
139	E	MOJ	Workstream 4	Seminar on Changing Identities; seminar venue	venue	1,200.00	1.00	1,200.00	
140	E	MOJ	Workstream 4	Seminar on Changing Identities; catering (lunch, coffee), 100 persons á €50	person	50.00	100.00	5,000.00	
141	E	MOJ	Workstream 4	Seminar on Changing Identities; expert fees, 2 x €250	fee	250.00	2.00	500.00	
142	E	MOJ	Workstream 4	Collection of articles: writing fees/ 10 articles x €500	fee	500.00	10.00	5,000.00	
143	E	MOJ	Workstream 4	Collection of articles: editing fee €1200	fee	200.00	6.00	1,200.00	
144	E	MOJ	Workstream 4	Collection of articles: graphic design	fee	400.00	1.00	400.00	

ANNEX III JUST/2015/RDIS/AG/9374 Ministry of Justice FINLAND

Action Grants 2014

	A	B	C	D	E	F	G	H	I
	Budget heading	Name of Beneficiary	Workstream	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
23									
145	E	MOJ	Workstream 4	Collection of articles: lay-out, 30 pages x €10	fee	10.00	30.00	300.00	
146	E	MOJ	Workstream 4	Collection of articles: translations 20 pages á €50	fee	50.00	20.00	1,000.00	
147	E	MOJ	Workstream 4	Collection of articles: printing costs á €3,5 x 500pcs	copy	3.50	0.00	0.00	
148									
149	F	MOJ	Workstream 0	Indirect costs	costs	35,000.00	1.00	35,000.00	
150							1.00	0.00	
151							1.00	0.00	
152	K	MOJ	Income	National contribution to the project	contribution	100,000.00	1.00	100,000.00	
153	K	MSAH	Income	National contribution to the project	contribution	20,000.00	1.00	20,000.00	
154	K	AFLRA	Income	National contribution to the project	contribution	4,000.00	1.00	4,000.00	
155	K	Seta	Income	National contribution to the project	contribution	4,000.00	1.00	4,000.00	
156	K	LGL	Income	National contribution to the project	contribution	2,000.00	1.00	2,000.00	

BUDGET & EXECUTION SUMMARY

Ref.	Budget heading	Estimated expenditure	%	Declared expenditure	Change %	Total eligible expenditure	Check % change max. + 20%
A	Staff	300,760.00		0.00	100.00%	0.00	-100.00%
B	Travel	101,466.00		0.00	-100.00%	0.00	-100.00%
C	Equipment	0.00		0.00	#DIV/0!	0.00	#DIV/0!
D	Consumables	0.00		0.00	#DIV/0!	0.00	#DIV/0!
E	Other direct costs	178,450.00		0.00	-100.00%	0.00	-100.00%
	<b>Total Direct Costs A+B+C+D+E</b>	<b>580,676.00</b>		<b>0.00</b>		<b>0.00</b>	<b>Check % indirect costs</b>
F	Indirect costs (max 7%)	35,000.00	6.03%	0.00	#DIV/0!	0.00	#DIV/0!
	<b>Total Eligible Costs</b>	<b>615,676.00</b>		<b>0.00</b>		<b>0.00</b>	
G	Contribution in kind/non eligible	22,000.00		0.00		0.00	
	<b>Total Costs</b>	<b>637,676.00</b>		<b>0.00</b>		<b>0.00</b>	

Ref.	Budget heading	Estimated income	%	Declared income	%	Accepted income
I	Financial contributions specifically assigned by donors to the financing of the eligible costs & Income generated by the financed activities	0.00	0.00%	0.00	#DIV/0!	0.00
K	Other income, including own contribution from the beneficiary/-ies	130,000.00	21.12%	0.00	#DIV/0!	0.00
	EU Contribution	485,676.00	78.88%			
	<b>Total</b>	<b>615,676.00</b>				
G	Contribution in kind/non eligible	22,000.00				
	<b>Total Income</b>	<b>637,676.00</b>				

FINAL PAYMENT CALCULATION		Beneficiary request
A.	(Total Eligible Costs x % EU Contribution)	0.00
B.	(Max. amount of EU Contribution)	485,676.00
	<b>Base of final payment request (lowest amount of A/B)</b>	<b>0.00</b>

EC final decision	
	0.00
	485,676.00
	<b>0.00</b>
NA	Profit = (Lowest amount of A/B as per EC final decision + "I") - Total Eligible Costs as per EC final decision
#VALUE!	<b>Final EU Contribution after application of the no-profit rule</b> = (Lowest amount of A/B as per EC final decision) - (Profit x EU % as per EC final decision)
	0.00
#VALUE!	<b>Final payment</b>

J	Pre-financing paid	0.00
	<b>Final payment requested by the beneficiary</b>	<b>0.00</b>

*Handwritten signature*

**DETAILED BUDGET EXECUTION**

Index	
A	Staff
B	Travel
C	Equipment
D	Consumables
E	Other direct costs
F	Indirect costs (max 7%)
G	Contribution in kind/non eligible
I	Financial contributions specifically assigned by donors to the financing of the eligible costs & income generated by the financed activities
K	Other income, including own contribution from the beneficiary/ies
J	Pre-financing paid

Please introduce maximum 1 accounting reference per line

Subtotal of selected entries

Budget heading	Name of Beneficiary incurring the cost	Workstream	Activity / Output / Deliverable	Accounting reference	Name of supplier / employee to whom the amount was paid	Date/period or duration when the activity took place	Description of item: Answer to the questions: What? e.g. Functions/tasks in the project (Heading A); destination (Heading B); type of equipment and depreciation (Heading C); etc	Date of payment	Amount in currency	Currency	Exchange Rate	Total EURO	Additional information
18													
19											1.0000	0.00	
20											1.0000	0.00	
21											1.0000	0.00	
22											1.0000	0.00	
23											1.0000	0.00	
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25											1.0000	0.00	
26											1.0000	0.00	
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29											1.0000	0.00	
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48											1.0000	0.00	
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52											1.0000	0.00	
53											1.0000	0.00	
54											1.0000	0.00	

*Handwritten signature*

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Budget heading	Name of Beneficiary incurring the cost	Workstream	Activity / Output / Deliverable	Accounting reference	Name of supplier / employee to whom the amount was paid	Date/period or duration when the activity took place	Description of item Answer to the questions: What? e.g.Functions/tasks in the project (Heading A), destination (Heading B), type of equipment and depreciation (Heading C), etc.	Date of payment	Amount in currency	Currency	Exchange Rate	Total EURO	Additional information
18														
55												1.0000	0.00	
56												1.0000	0.00	
57												1.0000	0.00	
58												1.0000	0.00	
59												1.0000	0.00	
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98												1.0000	0.00	
99												1.0000	0.00	
100												1.0000	0.00	

*dmr*

## COST CLAIM FOR FINAL PAYMENT

<b>Title</b>	Rainbow Rights - Promoting LGBTI Equality in Europe
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<b>Grant agreement number</b>	
-------------------------------	--

<b>Legal name of beneficiary/co-ordinator</b>	Ministry of Justice
---	---------------------

<b>Address</b>	
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<b>Eligibility period</b>	From:		To:	43465
---------------------------	-------	--	-----	-------

<b>Banking details (if different from grant agreement, please provide new Financial Identification Form):</b>	Name and address of the bank	Pohjola Bank Plc
	Bank account n°	5.00001E+13
	I.B.A.N	FI3150000121502354
	Bank account holder	Ministry of Justice
	Payment reference (if necessary)	Rainbow Rights

<b>Final payment requested from the EU</b>	<b>EURO</b>	<b>0.00</b>
--	-------------	-------------

I certify on my honour that the information contained in this payment request is full, reliable and true. I also certify that the costs incurred can be considered eligible in accordance with the grant agreement and that this request for payment is substantiated by adequate supporting documents that can be checked upon request.

<b>Name of legal representative:</b>	
<b>Title:</b>	
<b>Function:</b>	
<b>Date:</b>	
<b>Signature:</b>	





**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL JUSTICE and CONSUMERS

**Unit 0.4: Programme management**

## **ANNEX IV**

### **MANDATE (S)**

**provided to the coordinator  
by the co-beneficiaries**

*J. Kelly*

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

I, the undersigned,

Päivi Sillanaukee

representing,

Ministry of Social Affairs and Health (MSAH)

*official legal status or form: Public entity<sup>2</sup>*

*official registration No: 0244685-8<sup>3</sup>*

full official address: Meritullinkatu 8, P.O.Box 33, 00023 Government

*VAT number: FI02446858*

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Rainbow Rights – Promoting LGBTI Equality in Europe, No JUST/2015/RDIS/AG/DISC/9374* with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

Ministry of Justice, *MOJ*

*official legal status or form: Public entity*

*official registration No: 0245974-7*

full official address: Etelä-Esplanadi 10, P.O.Box 25, 00023 Government

*VAT number: FI02459747,*

represented by Johanna Suurpää, Head of Unit

(hereinafter referred to as "the coordinator")

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

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

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to

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<sup>1</sup> One original version of this Annex to be included for each co-beneficiary except for the coordinator. The text may not be amended.

<sup>2</sup> To be deleted or filled in according to the "Legal Entity" form

<sup>3</sup> To be deleted or filled in according to the "Legal Entity" form

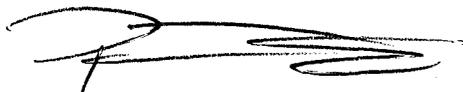
receive funds from the Commission and distribute the amounts corresponding to the beneficiary's participation in the action.

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

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

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

SIGNATURE

A handwritten signature in black ink, appearing to be 'Päivi Sillanaukee', written over a horizontal line.

Päivi Sillanaukee, Permanent Secretary

Done at Helsinki, 11.11.2016

In duplicate in English

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

I, the undersigned,

Kerttu Tarjamo

representing,

Seta ry

Registered association

Registration number 116.751

Pasilanraito 5, FI-00240 Helsinki

VAT number (not applicable)

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Rainbow Rights – Promoting LGBTI Equality in Europe, No JUST/2015/RDIS/AG/DISC/9374* with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

Ministry of Justice, *MOJ*

*official legal status or form: Public entity*

*official registration No: 0245974-7*

full official address: Etelä-Esplanadi 10, P.O.Box 25, 00023 Government

*VAT number: FI02459747,*

represented by Johanna Suurpää, Head of Unit

(hereinafter referred to as "the coordinator")

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

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

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

---

<sup>1</sup> One original version of this Annex to be included for each co-beneficiary except for the coordinator. The text may not be amended.

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

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

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

SIGNATURE

Kerttu Tarjamo Secretary General

A handwritten signature in black ink, appearing to read 'Kerttu Tarjamo', with a long horizontal flourish extending to the right.

Done at Helsinki, 8.11.2016

In duplicate in English

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

I, the undersigned,

JARI KOSKINEN

representing,

The Association of Finnish Local and Regional Authorities, AFLRA  
Non-governmental, not for profit organisation  
Registration number 0926151-4  
Toinen linja 14, FI-00530 Helsinki, Finland  
VAT number FI09261514

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Rainbow Rights – Promoting LGBTI Equality in Europe, No JUST/2015/RDIS/AG/DISC/9374* with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

Ministry of Justice, *MOJ*  
*official legal status or form: Public entity*  
*official registration No: 0245974-7*  
full official address: Etelä-Esplanadi 10, P.O.Box 25, 00023 Government  
*VAT number: FI02459747,*

represented by Johanna Suurpää, Head of Unit

(hereinafter referred to as "the coordinator")

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

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

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

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<sup>1</sup> One original version of this Annex to be included for each co-beneficiary except for the coordinator. The text may not be amended.

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

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

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

SIGNATURE

  
JARI KOSKINEN, Director General

Done at Helsinki, 3 November 2016

In duplicate in English

**ANNEX IV  
MANDATE**

I, the undersigned,

VLADIMIR SIMONKO

representing,

**National LGBT\* Rights Organization LGL**

Association

Reg. No. 291902980

Pylimo Str. 21, LT-01141 Vilnius, Lithuania

*Not a VAT payer*

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Rainbow Rights – Promoting LGBTI Equality in Europe, No. JUST/2015/RDIS/AG/DISC/9374* with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

Ministry of Justice, *MOJ*

official legal status or form: *Public entity*

official registration No. *0245974-7*

full official address: Etelä-Esplanadi 10, P.O.Box 25, 00023 Government

VAT number: *FI02459747*,

represented by Ms. Johanna Suurpää, Head of the Unit for Democracy, Language Affairs and Fundamental Rights of the Ministry of Justice

(hereinafter referred to as "the coordinator")

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

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

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

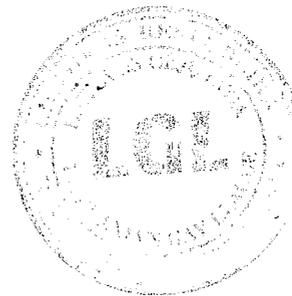
I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

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

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

SIGNATURE

VALDIMIR SIMONKO, LGL's Executive Director



Done in Vilnius (Lithuania), November 2<sup>nd</sup>, 2016

In duplicate in English