



AGREEMENT ON THE IMPLEMENTATION OF THE PROJECT RAINBOW RIGHTS

1. Parties to the Agreement

This Agreement has been concluded between the Lithuanian Gay League, hereinafter referred to as the LGL, and the Ministry of Justice of Finland, and it concerns participation in a project co-financed by the European Union and managed by the Ministry of Justice, ***Rainbow Rights Promoting LGBTI Equality in Europe*** (ref. JUST/2015/RDIS/AG/DISC/9374), hereinafter referred to as the project Rainbow Rights.

Ministry of Justice
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2. Subject matter and purpose of the Agreement

The European Commission has awarded a grant to the project Rainbow Rights under the Rights, Equality and Citizenship Programme 2014–2020. The project is managed by the Unit for Democracy, Language Affairs and Fundamental Rights of the Ministry of Justice of Finland. The partners participating in the implementation of the project Rainbow Rights are the Ministry of Justice of Finland, the Lithuanian Gay League LGL, the Association of Finnish Local and Regional Authorities, and the Ministry of Social Affairs and Health of Finland. The project Rainbow Rights is implemented between 1 January 2017 and 31 December 2018.

The LGL shall organise the regional events of the project Rainbow Rights in Riga and Vilnius and participate in the activities of the project as a whole as defined in the Grant Agreement (Annex 1) and the Partner Declaration (Annex 2).

3. Project funding and terms of funding under the Agreement

The Ministry of Justice will transfer project funding received from the European Commission to the LGL a **maximum amount of EUR 42,178** to be further, in its entirety, used for the

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implementation of the project activities that have been assigned to the LGL under the Grant Agreement (Annex 1) and the Partner Declaration (Annex 2) and which shall be implemented during the project period between 1 January 2017 and 31 December 2018, unless otherwise agreed on in an agreement between the European Commission and the Ministry of Justice concerning the project Rainbow Rights. Furthermore, the Ministry of Justice will allocate a **maximum amount of EUR 2,545.00** to LGL for indirect costs.

The LGL shall use this total amount of funding, **EUR 44,723.00**, in accordance with the budget approved by the European Commission (Annexes 1 and 4):

- Staff costs **EUR 14,400**
- Travel costs **EUR 17,828**
- Other direct costs **EUR 9,950**
- Indirect costs **EUR 2,545**

The total amount of project funding administered by the LGL, EUR 44,723.00, includes EUR **2,000.00** of the LGL's own contribution.

If the direct costs actually incurred by the LGL for the project activities within the project Rainbow Rights remain under EUR 42,178.00, the Ministry of Justice will pay the LGL the amount corresponding to the actually incurred costs at most and, in addition, 6.03% of this amount for indirect costs. Any possible budget overruns shall be borne by the LGL.

The LGL shall comply with the funding rules of the European Commission (Annex 1) when using the funds. In the event of any needs for modifications to the budget arising, the LGL shall contact the Ministry of Justice immediately upon becoming aware of such needs.

4. Project monitoring and steering under the Agreement

The LGL shall manage the project and the project funding diligently, systematically and in compliance with the principles of good project management and responsibility as well as in compliance with the legislation and provisions governing its activities.

The LGL shall report to the Ministry of Justice on the progress of the project. More detailed information on the progress reports and mid-term reports to be submitted to the Ministry of Justice is provided in paragraphs 5 and 6 below. The LGL shall also inform the Ministry of Justice without delay of any such circumstances and conditions that may jeopardise the achievement of the objective of the project or that may in any other manner cause greater than minor difficulties to the implementation of the project.

The Project Manager for the project Rainbow Rights at the Ministry of Justice shall support the implementation of the project activities assigned to the LGL. The executive director of the LGL, Vladimir Simonko, and the project worker for the LGL, Eduardas Platovas, will participate in the work of the Steering Committee of the project Rainbow Rights.

5. Mid-term and final reporting to the European Commission

The LGL shall submit the reporting materials required by the European Commission during the project period to the Ministry of Justice as follows:

- a) Mid-term report (progress report + detailed budget execution) on the project activities carried out between 1 January 2017 and 31 December 2017 shall be submitted by 31 December 2017.

- b) Final report (final technical report + detailed budget execution) for the entire project period from 1 January 2017 to 31 December 2018 shall be submitted by 31 December 2018.

The mid-term report and the final report shall be submitted to the Ministry of Justice both in electronic format (by email to oikeusministerio@om.fi) and in paper copy (by post to the registry of the Ministry). The reference number to be used in these connections is OM 14/021/2016.

In connection with the final reporting, all the outputs produced during the project (event programmes, lists of participants, printed materials, information materials, etc.), both in electronic format and in two paper copies (the original and one photocopy), shall be submitted to the contact person for this Agreement at the Ministry of Justice. As for the events, the original lists of participants including the participants' signatures shall be submitted. As for travel costs, all receipts for travel costs, including boarding passes, shall be submitted. For other costs incurred for the project, copies of the receipts (either electronic copies in pdf format or paper copies) shall be submitted to the Ministry of Justice.

The Ministry of Justice shall provide the LGL with more detailed guidelines for drawing up the mid-term and final reports separately.

6. Mid-term budget reviews

In addition to the reports referred to in paragraph 5 above, the LGL shall submit the following two mid-term budget reviews to the Ministry of Justice:

- a. the first mid-term budget review for the period between 1 January and 31 August 2017; and
- b. the second mid-term budget review for the period between 1 January 2017 and 30 May 2018.

The mid-term budget reviews shall be executed by filling in the Budget Execution Sheet of the European Commission and sending it by email to krista.nuutinen@om.fi within two weeks from the end of the monitoring period.

7. Payments

The Ministry of Justice shall pay the following instalments, in accordance with the costs incurred for the project, to the LGL:

1. The first instalment to be paid by 15 April 2017: EUR **9,000**.
2. The second instalment to be paid by 30 September 2017: EUR **13,000** after the LGL has submitted the first mid-term budget review and the Ministry of Justice has approved it.
3. The third instalment to be paid by 28 February 2018: EUR **13,778.40** after the LGL has submitted the mid-term report complying with the requirements set by the European Commission to the Ministry of Justice and the European Commission has approved the mid-term report for the entire project.
4. The fourth instalment: The Ministry of Justice shall pay the last instalment once the LGL has submitted the final report complying with the requirements set by the European Commission to the Ministry of Justice and the European Commission has approved the

final report for the entire project and the total costs incurred for the project. The amount of the last instalment payable to the LGL is equivalent to the actually incurred project costs during the entire project period from 1 January 2017 to 31 December 2018 minus the total amount of the instalments 1–3 paid by the Ministry of Justice earlier (EUR 35,778.40) and the LGL's own contribution 2,000,00€.

8. Terms of payment and any possible modifications to the project funding

In the event of an audit deeming project costs reported by the LGL ineligible, the LGL shall return the amount corresponding to the ineligible costs to the Ministry of Justice within 30 days.

In the event of the Ministry of Justice deeming any project costs reported by the LGL ineligible under the Grant Agreement and the EC Guide for Action Grants (Annexes 1 and 4), the LGL shall return the amount corresponding to the ineligible costs to the Ministry of Justice. The amount shall be returned within 30 days from the date on which the Ministry of Justice notified the LGL of the need for the return.

The Ministry of Justice has the right to suspend payments in the event of any violations of the provisions of this Agreement or the Grant Agreement (Annex 1) in the execution of the project, especially in the event of delayed performance of the project activities, improper monitoring or documenting of the project activities, or misuse of funds.

If part of the funding allocated for the implementation of the Workstream 3 is not used, requests for modifications to the contents of the project and its budget may be made to the European Commission through the Ministry of Justice. The formalities to be followed when requesting these modifications are set out in the EC Guide for Action Grants (Annex 4).

If the above mentioned modifications are not requested or accepted, the LGL shall either return the unused funds within 30 days from the date on which the Ministry of Justice has notified the LGL of the obligation to return the funds or approve that the amount of the unused funds will be deducted from the last instalment.

9. Dissemination of information about the project and its results

In the implementation of the project, the LGL shall comply with the provisions governing the transparency of EU funding, under which all events, products, correspondence and material related to the project shall display the European Union emblem (the Flag of Europe) and the logo of the project as well as indicate that the action has received funding from the Union, for example in the following manner:

The Project Rainbow Rights is supported by the Rights, Equality and Citizenship (REC) Programme of the European Union.

All electronic and printed information material related to the project (websites, publications and other information channels/materials and outputs of the project) shall display the logo of the European Commission and the logo of the project and include the following disclaimer (instead of the funding clause presented above):

This publication/xxx/... has been produced as part of the project Rainbow Rights, supported by the Rights, Equality and Citizenship (REC) Programme of the European Union.

The contents of this publication/xxx/... are the sole responsibility of <name of the author/implementing beneficiary> and can in no way be taken to reflect the views of the European Union.

The Ministry of Justice shall submit the above mentioned logos to the LGL.

10. Intellectual and industrial property rights

The intellectual and industrial property rights for the documents, publications and other outputs of the project Rainbow Rights produced by the LGL are owned by the LGL.

Without prejudice to the intellectual and industrial property rights owned by the LGL, the Ministry of Justice does, however, have the right to freely use, distribute and edit the documents and other outputs for an unlimited period of time in its own activities.

This Agreement is also governed by the provisions on the intellectual and industrial property rights laid down by the co-financer of the project, the European Commission, in the Grant Agreement (Annex 1).

11. Order of precedence of the contractual documents

The contractual documents complement each other. In the event of a conflict between the contractual documents, the order of precedence shall be as follows:

1. Grant Agreement JUST/2015/RDIS/AG/DISC/9374
2. Partner Declaration LGL JUST/2015/RDIS/AG/DISC/9374
3. Mandate JUST/2015/RDIS/AG/DISC/9374
4. EC Guide for Action Grants 2015
5. This Agreement
6. Description of the project Rainbow Rights (summary)
7. Budget calculation of the project activities by the LGL, Rainbow Rights

12. Entry into force of the Agreement and amendments to the Agreement

Any amendments or additions to the Agreement shall be made in writing between the parties to the Agreement. Minor amendments may also be agreed upon verbally between the contact persons for the project partner and the Ministry or within the project group.

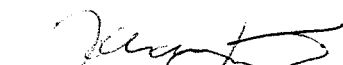
This agreement shall enter into force immediately after it has been signed by both parties to this Agreement.

This Agreement has been drawn up in two (2) identical copies, one for each party.

Helsinki, 29 March 2017

For the Ministry of Justice of Finland

Oikeusministeriö

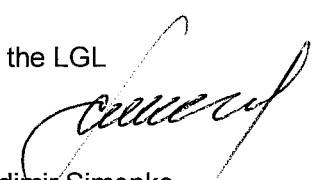

Johanna Suurpää
Director

29. 03. 2017



Krista Nuutinen
Project Manager

For the LGL


Vladimir Simonko
Executive director

Vilnius, 03.04.2017

ANNEXES	Annex 1	Grant Agreement JUST/2015/RDIS/AG/DISC/9374
	Annex 2	Partner Declaration LGL JUST/2015/RDIS/AG/DISC/9374
	Annex 3	Mandate JUST/2015/RDIS/AG/DISC/9374
	Annex 4	EC Guide for Action Grants 2015
	Annex 5	Description of the project Rainbow Rights (summary)
	Annex 6	Budget calculation for the project activities by the LGL, Rainbow Rights

