



EUROPEAN COMMISSION

DG HOME
Directorate E : Migration and Security Funds; Financial resources
The Director

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

AGREEMENT NUMBER – HOME/2019/AMIF/AG/EMAS/0086

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

on the one part,

The European Union ('the Union'), represented by the European Commission ('the Commission'), represented for the purposes of signature of the Agreement by **Mrs Beate Gminder, Director, Directorate E – Migration and Security Funds; Financial resources of the Directorate General Migration and Home Affairs,**

and

on the other part,

1. 'the coordinator'

Ministry of Labour and Social Policies – Directorate General for Immigration and Integration Policies

Public Administration – National Authority

80237250586

Via Flavia, 6 - 00192 Rome - Italy

represented for the purposes of signature of the Agreement by **Dott.ssa Tatiana Esposito, Director General**

and the following other beneficiaries:

2. **Puglia Region — established in Italy**

3. **Basilicata Region — established in Italy**

4. **Campania Region — established in Italy**

5. **Calabria Region — established in Italy**

6. **Sicily Region — established in Italy**

7. **National labour Inspectorate** — established in Italy
8. **Regional Directorates of the INPS** — established in Italy
9. **IOM** — established in Italy
10. **Consorzio Nova** — established in Italy

duly represented for the signature of the Agreement by the coordinator by virtue of the mandates included in Annex IV

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

The parties referred to above

HAVE AGREED

to the Special Conditions ('the Special Conditions') and the following Annexes:

- Annex I Description of the action
- Annex II General Conditions ('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 (Annex V.1: model technical progress report, annex V.2: final technical implementation report)
- Annex VI Model financial statement (included in Annex III)
- Annex VII Model terms of reference for the certificate on the financial statements when required by the grant agreement
- Annex VIII Model terms of reference for the certificate on the compliance of the cost accounting practices: *not applicable*
- Annex IX Model terms of reference for the operational verification report: *not applicable*
- Annex X Specific conditions related to visibility

which form an integral part of the Agreement.

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

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

SPECIAL CONDITIONS

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 SUPREME, as described in Annex I.

By signing the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

ARTICLE I.2 — ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

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

I.2.2 The action runs for 18 months starting on 01/08/2019 until 31/01/2021

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

I.3.1 The maximum amount of the grant is EUR 36.237.546,36

I.3.2 The grant takes the form of:

(a) the reimbursement of 90% of the eligible costs of the action ('reimbursement of eligible costs'), which are estimated at EUR 33.597.274,69 and which are:

(i) actually incurred ('reimbursement of actual costs') for the direct costs of 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 4,46% 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;

(e) Financing not linked to costs: not applicable.

ARTICLE 14 — REPORTING — REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS

1.4.1 Reporting periods

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

- Reporting period 1: from month 1 to the last month of the action

The following progress reports will have to be submitted by the Beneficiary:

- a. First progress report on the implementation of the action, drafted in accordance with Annex V.1, to be submitted by 29/02/2020 and covering the period 01/08/2019 to 31/01/2020. The first progress report will focus on the project activities corresponding to the description of the action under Annex I, accompanied by an update Annex III and update on the ongoing public procurement procedures. The submission of the first progress reports does not trigger any further pre-financing or interim payment.
- b. Second progress report on the implementation of the action, drafted in accordance with Annex V.1, to be submitted by 31/08/2020 and covering the period 01/02/2020 to 31/07/2020. The second progress report will focus on the project activities corresponding to the description of the action under Annex I, accompanied by an update Annex III and update on the ongoing public procurement procedures.. The submission of the second progress reports does not trigger any further pre-financing or interim payment.

1.4.2 Request for second pre-financing payment and supporting documents

Not applicable

1.4.3 Request[s] for interim payment[s] and supporting documents

Not applicable

1.4.4 Request for payment of the balance and supporting documents

The coordinator must submit a request for payment of the balance within 90 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the action ('final technical report'), drawn up in accordance with Annex V.2, containing:
 - (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of financing not linked to costs, unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs, of financing not linked to costs, or of a unit or lump sum contribution, as provided for in Article 1.3.2(a)(i) and (iii), (b), (c) or (e));
 - (ii) information on subcontracting as referred to in Article II.11.1(d);

- (b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by each beneficiary.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex VI and detail the amounts for each of the forms of grant set out in Article 13.2 for the last reporting period;

- (c) 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, aggregating the financial statements already submitted previously and indicating the revenue generated by the action referred to in Article 11.25.3 for each beneficiary other than non-profit organisations.

The summary financial statement must be drawn up in accordance with Annex III;

- (d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each beneficiary, if:

- (i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article 13.2(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more; and
- (ii) the maximum grant amount indicated for that beneficiary in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate must be produced by an approved external auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII.

The certificate must certify that the costs declared in the final financial statement by the beneficiary concerned for the categories of costs reimbursed in accordance with Article 13.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

In addition, the certificate must certify that all the revenues generated by the action referred to in Article 11.25.3 have been declared for the beneficiaries other than non-profit organisations;

- (e) an operational verification report, produced by an independent third party approved by the Commission: *not applicable*

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

The coordinator must also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article 11.27.

In addition, the coordinator must certify that all the revenues generated by the action referred to in Article IL25.3 have been declared for each beneficiary other than non-profit organisations.

1.4.5 Information on cumulative expenditure incurred

In addition to the reporting requirements set out above, the coordinator must inform the Commission by 31 December each year about the cumulative expenditure incurred by the beneficiaries from the *starting date*.

This information is required for the Commission's accounting purposes and may not be used for determining the final amount of the grant.

1.4.6 Currency for requests for payment and financial statements and conversion into euro

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

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

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

Beneficiaries with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

1.4.7 Language of requests for payments, technical reports and financial statements

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

ARTICLE L5 — PAYMENTS AND PAYMENT ARRANGEMENTS

1.5.1 Payments to be made

The Commission must make the following payments to the coordinator:

- one pre-financing payment;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article L4.4.

1.5.2 Pre-financing payment[s]

The aim of the pre-financing is to provide the beneficiaries with a float. The pre-financing remains the property of the Union until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Commission must make the pre-financing payment of EUR 24.190.037,88 to the coordinator representing 80% of the maximum amount specified in Article L3 to the coordinator within 30 calendar days from the entry into force of the Agreement.

1.5.3 Interim payment[s]

Not applicable

1.5.4 Payment of the balance

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

If 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 takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Commission must pay the balance within 90 calendar days from when it receives the documents referred to in Article L4.4, except if Article II.24.1 or II.24.2 apply.

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

The Commission determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

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

1.5.5 Notification of amounts due

The Commission must send a *formal notification* to the coordinator.

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment, an interim payment or the payment of the balance.

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

1.5.6 Interest on late payment

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

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

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

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

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

I.5.7 Currency for payments

The Commission must make payments in euros.

I.5.8 Date of payment

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

I.5.9 Costs of payment transfers

Costs of the payment transfers are borne as follows:

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

I.5.10 Payments to the coordinator

The Commission must make payments to the coordinator.

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

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

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

Name of bank: Central State Treasury Bank of Italy

Precise denomination of the account holder: Ministry of Economy and Finance Revolving Fund Community Policies – Via dei Mille, 52 – 00185 Roma

Full account number (including bank codes): SWIFT/BIC BITAITRRENT

IBAN code: IT07E0100003245350200023211

ARTICLE 1.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

1.7.1 Data controller

The entity acting as a data controller as provided for in Article II.7 is:

European Commission
Directorate-General Migration and Home Affairs
Directorate F - Financial Audit, Data Management and Risk Assessment
Unit F.1 – Financial Audit
LX46 04/026
B-1049 Brussels
e-mail address: home-notifications-F1@ec.europa.eu

1.7.2 Communication details of the Commission

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

European Commission
Directorate-General Migration and Home Affairs
Directorate E – Migration and Security Funds, Financial Resources
Unit E.1 – Union actions
LX46 05/119
B-1049 Brussels
e-mail address: home-emergency@ec.europa.eu

1.7.3 Communication details of the beneficiaries

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

Dott.ssa Tatiana Esposito
Director General
Ministry of Labour and Social Policies – Directorate General for Immigration and Integration Policies
Via Flavia, 6
00192 Roma
Italy
Email address: dgimmigrazione@lavoro.gov.it; tesposito@lavoro.gov.it

ARTICLE 1.8 — ELIGIBILITY OF EQUIPMENT COSTS

As an exception to Article II.19.2(c), the full cost of purchase of equipment is eligible, subject to the following conditions:

- either the total cost of the individual equipment piece is less than EUR 2.000 or,
- if higher, the cost is listed in Annex III.
- the equipment shall continue to be used for the same objectives pursued by the project after the project has ended, for the minimum duration of:
 - o three years or more for Information and Communication Technology (ICT) equipment;
 - o five years or more for other types of equipment such as operating equipment and means of transport.

ARTICLE I.9 — INELIGIBILITY OF VALUE ADDED TAX

As an exception to Article II.19.2(b), paid value added tax (VAT) is not eligible for activities engaged in as a public authority by the beneficiaries, where it is a State, regional or local government authority or another body governed by public law.

ARTICLE I.10 — SPECIAL PROVISIONS ON BUDGET TRANSFERS

As an exception to the first subparagraph of Article II.22, budget transfers between budget categories (*heading*) are limited to 20% of the estimated eligible costs of the *action* specified in Article I.3.2.

ARTICLE I.11 – COSTS OF EU OFFICIALS

The payment of honoraria, fees or the reimbursement of costs incurred due to the participation in the project of civil servants (including national experts, other agents or staff) of the Institutions of the European Union/EU Agencies may not be charged to the budget of the project.

ARTICLE I.12 — BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS

I.12.1 Dispute settlement — Arbitration

As an exception to Article II.18, if any dispute between the Commission and IOM relating to the Agreement cannot be settled amicably, it must be referred to an arbitration committee in accordance with the procedure specified below.

When a party intends to resort to arbitration, it must send a *formal notification* to the other party informing it of its intention and of its appointed arbitrator. The second party must appoint its arbitrator within one month of receipt of that *formal notification*. The two arbitrators must appoint, by joint agreement and within three months of the appointment of the second party's arbitrator, a third arbitrator who is the chair of the arbitration committee, unless both parties agreed to have a sole arbitrator.

Within one month of the appointment of the third arbitrator, the parties must agree on the terms of reference of the arbitration committee, including the procedure to be followed.

The arbitration proceedings must take place in Brussels.

The arbitration committee must apply the terms of the Agreement. The arbitration committee must set out in its arbitral award detailed grounds for its decision.

The arbitral award is final and binding upon the parties, which hereby expressly agree to renounce any form of appeal or revision.

The costs, including all reasonable fees incurred by the parties related to any arbitration, must be apportioned between the parties by the arbitration committee.

I.12.2 Certificates on the financial statements

Certificates on the financial statements to be provided by the IOM in accordance with Articles I.4.4 and II.20.3.2 may be drawn up by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.

I.12.3 Checks and audits

Article II.27 must be applied in accordance with any specific agreement concluded in this respect by the international organisation and the European Union.

I.12.4 Privileges and immunities

Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities which are accorded to the IOM by its constituent documents or international law.

I.12.5 Data Protection

The Organisation shall ensure an appropriate protection of personal data in accordance with its applicable Rules and Procedures.

Personal data shall be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.

I.12.6 Conversion of costs incurred in another currency into euro

By way of clarification of Article II.23.4, costs incurred by the beneficiary which is an international organisation in other currencies different than euro (which is the accounting currency used for the Action) shall be converted into euro according to the beneficiary's usual accounting practices.

I.12.7 Eligible Costs

Article II 19 shall be supplemented with the following:

“Where the implementation of the Action requires the setting up or the use of local infrastructure in the partner country (field office), the Organisation may declare as eligible direct costs the capitalised and operating costs of local infrastructure if all the following conditions are fulfilled:

a) They comply with the cost eligibility criteria referred to in Article II.19;

b) They fall within one of the following categories:

i) costs of staff, including administrative and support staff, directly assigned to the operations of local infrastructure;

ii) travel and subsistence costs for staff and other persons directly assigned to the operations of local infrastructure;

iii) depreciation costs, rental costs or lease of equipment and assets composing local infrastructure.

iv) costs of maintenance and repair contracts specifically awarded for the operations of local infrastructure;

v) costs of consumables and supplies specifically purchased for the operations of local infrastructure;

vi) costs of IT and telecommunication services specifically purchased for the operations of local infrastructure;

vii) costs of energy and water specifically supplied for the operations of local infrastructure;

viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of local infrastructure;

c) The Organisation declares as direct eligible costs only the portion of the capitalised and operating costs of local infrastructure which corresponds to the duration of the Action and

i) the rate of actual use of local infrastructure for the purposes of the Action; or

ii) the rate of use of local infrastructure for the purposes of the Action, determined by the Organisation on the basis of a simplified allocation method, provided that the allocation method is:

- compliant with the Organisation's usual accounting and management practices and applied in a consistent manner regardless of the source of funding, and
- based on an objective, fair and reliable allocation key."

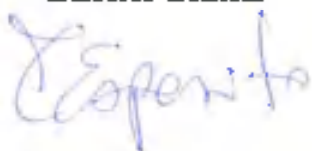
L12.8 Accounting Standards

For the purpose of Article 11.19.1 d), "eligible costs" of the action are costs actually incurred that are identifiable and verifiable, in particular being recorded in the accounting records of IOM and determined according to IOM's accounting standards and usual cost accounting practices.

SIGNATURES

For the coordinator

Tatiana ESPOSITO
Director General



[signature]

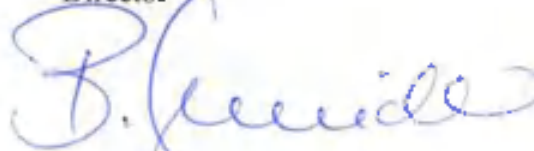
Done at [place], [date]

Rome, 06.09.2019

In duplicate in English

For the Commission

Beate GMINDER
Director



[signature]

Done at [place], [date]

2.9.2019

Brussels

ANNEX I

DESCRIPTION OF THE ACTION

Project ref.: HOME/2019/AMIF/AG/EMAS/0006

Title: *SU.P.R.E.M.E. ITALIA - Sul Protagonista nel superamento delle Emergenze in ambito di grave sfruttamento e di gravi marginalità degli stranieri regolarmente presenti nelle 5 regioni meno sviluppate (The South a leading player in ending emergency situations involving serious exploitation and serious marginalisation of migrants legally staying in the 5 less developed regions)*

1. Summary of the action

The project foresees the implementation of a **Special Integrated Plan of Actions to support legislation to combat and all forms of serious labour exploitation and severe marginalization/vulnerability (The gangmaster phenomenon in the primary sector)** affecting the areas of the 5 southern regions involved in this proposal.

The main focus of the action is on areas in the municipalities of Manfredonia (FG), San Ferdinando (RC) and Castelvoturno (CE), for which Special Government Commissioners were appointed under Legislative Decree June 20, 2017, no. 91, Article 16, who will be responsible for adopting action plans to contrast particularly degrading situations and social vulnerability.

Given the emergency nature of the initiative, the planned actions will also involve other areas affected by the same socially alarming conditions, deriving from high numbers of legally staying third-country nationals (such as: a) Puglia: the vast area of Capitanata, the area of Brindisi and Salento; b) Basilicata: the area of the Vulture, Melfese Alto Bradano and Metapontino, Val d'Agri, Senesese and Lagonegrese; c) Calabria: Piane di Gioia Tauro, Sileri and San'Eufemia; area of the Marchesato (KR) d) Campania: the Baia Domizia hinterland and the Piana del Sele, the area of Eboli-Mondragone; e) Sicily: the areas of Ragusa-Syracuse and Agrigentino).

2. General objective (expected impact) and response to the emergency situation

The project aims to create a **Special Integrated Plan of Actions to support legislation to combat and eliminate all forms of severe labour exploitation and serious marginalization/vulnerability (The Gangmaster system operating in the primary sector)** found in the five Southern Italian partner regions of the proposal.

The initiatives focus mostly on the areas of the municipalities of Manfredonia (FG), San Ferdinando (RC) and Castelvoturno (CE) - for which Special Government Commissioners were appointed under Legislative Decree June 20, 2017, no. 91, Article 16, who will be responsible for adopting action plans to combat situations of great degradation and social vulnerability.

Given the emergency nature of the initiative, the planned actions will also concern other areas affected by the same socially alarming conditions, deriving from the high numbers of third-

country nationals legally staying there, such as: the hinterland of Baia Domizia and Mondragone, as well as the Piana del Sele with Eboli and the area of Aversana-Terra di Lavoro in Campania, the Alto Vulture-Bradano and Piana di Metaponto in Basilicata, the Piana di Sibari (with Corigliano) and Gioia Tauro and Sant'Eufemia in Calabria, the areas of Ragusa (with Vittoria, Marina di Acate) and the Piana di Catania (with Biancavilla, Adrano and Paternò) in Sicily.

These areas, albeit affected by different types of social problems, are the places in the south of Italy where illegal settlements have formed over the years, inhabited by third country nationals in particularly precarious housing and sanitation conditions

In this light, the project is structured around the accomplishment of the following strategic objectives (in turn subdivided into specific objectives, see point 4.2), namely:

1. support the system of regional and local authorities whose areas have not only large numbers of migrants, but also illegal urban/rural settlements and varied forms of inadequate accommodation. The purpose is to launch integrated and multi-level initiatives to promote processes of *local development* and *transition* from inadequate accommodation in settlements to conditions conforming to decent living standards, which can be characterised as processes focusing mainly on socio-economic and cultural development;
2. improve and enhance social, health, employment, mobility and cultural services, as well as promote participation of the migrant population in the community, in the areas where the abovementioned settlements/accommodation systems are located, encouraging the migrants to use the services as a way of increasing their capacity for self-integration, achieving self-sufficiency and establishing relations with the surrounding institutional environment;
3. strengthen the capacity for governance in situations with *high numbers* of legally staying migrants living in critical social conditions, and, especially, with a *high incidence* of different types of exploitation phenomena, and human rights violations, through inter-institutional, inter-regional and multi-level cooperation (both vertical and horizontal).

The measures and actions to be implemented aim at achieving a significant improvement in the living conditions of about 18 to 21 thousand migrants staying in the settlements of the 5 target regions, or who are affected by undignified living conditions and severe labour exploitation.

Secondly, but of no less importance, the project aims to start a process of collective mobilization, involving institutions (national, regional and local) and civil society organizations (social partners and third sector associations), so that they can express a unified front to provide effective answers to the needs of the inhabitants of these areas (both autochthonous and migrants).

In other words, the action plan, driven by an emergency situation, aims to set up a broad organic process to achieve short- and medium- to long-term impacts, progressively shifting priorities from emergency measures to integration initiatives.

In previous years, too, initiatives were taken in the same area but never in a concerted manner at interregional and local level, as in this project proposal, which will gradually produce effective complementary actions, integrating human and economic resources, among the different institutions, developing, over the years, close operational cooperation, that can only be beneficial and produce experiences that are mutually comparable and valuable.

The actions to achieve the aforementioned objectives will, from the beginning, be designed as part of an integrated action plan, vis-à-vis the different roles of the institutions involved (from top to bottom and from bottom to top), the breadth of the actions (involving social aspects, health, housing, education, culture and participation), and governance, which can only be multidisciplinary, multi-stakeholder and multilevel (in this regard, the five partner regions have nearly five years of experience of cooperation in improving the governance of the migration phenomenon).

The participation in the partnership of the Ministry of Labour and Social Policies, the National Labour Inspectorate and the regional INPS directorates will also ensure that the project will receive all the synergies and cooperation possible of the different entities involved, which, in various capacities, are responsible for combatting serious labour exploitation.

3. Specific objectives (expected outcomes) of the action

The initiative will have the following specific objectives:

1. Improve and enhance the reception and integration services system in agricultural areas with a large migrant population affected by high rates of severe labour exploitation and inadequate living conditions;
2. Facilitate the ending of illegal situations, through coordinated actions to prevent, monitor-inspect, combat and uncover situations of serious labour exploitation in agriculture;
3. Promote sustainable social and economic integration processes, as well as the active participation in social life of the migrant communities present in areas 1) and 2);
4. Support the innovation of regional and interregional governance, and encourage effective government intervention models characterized by high social complexity.

Specific Objectives - SO	Activities/Result Indicators	Expected Outcomes
SO 1. Improve and strengthen the reception and integration services system in agricultural areas with a large migrant population affected by high rates of severe labour exploitation and inadequate living conditions	1.1 Integrated initiatives aimed at improving the living conditions now found in large informal/illegal settlements, promoting also widespread and qualified territorial reception systems • Re-functionalization, re-development and enhancement of housing solutions and essential services, through direct actions in settlements present at regional level <u>Result indicators:</u> - No. of actions in the areas aimed at enhancement and redevelopment: Puglia	- 3 Executive action projects (supply of essential services, inspections, hygiene safeguards, ...), with a qualitative-quantitative illustration of needs and the resources that can be employed - 100 new housing units in the Calabria Region to offer decent accommodation to 400

	Region, areas of the municipality of San Severo, Municipality of Nardò, Municipality of Turi; Calabria Region: Piana di Gioia Tauro, Sibari and Sant'Eufemia; Campania Region: Area of Casterivoltumo and Litorale Domizio, Eboli/Mondragona, Piana del Sele and the area of Aversa-Terra di Lavoro. - No. of new decent housing solutions available to non-EU citizens living in informal settlements (100 new housing units for 400 recipients in the Calabria Region) • Start-up of experimental courses of action and pilot schemes in the Campania Region for autonomous housing solutions developed through measures to enhance public real estate assets for accommodation purposes. Specifically, 4 initiatives are planned for the restoration and renovation of public buildings to expand the offer of accommodation to the target population, with the consequent creation of 60 new housing solutions. <u>Result indicators:</u> - No. initiatives for the redevelopment and renovation of abandoned, degraded or underused buildings for social purposes - No. of new decent housing solutions available to non-EU citizens - Greater sensitivity and awareness of local	project beneficiaries - Restructuring and renovation of properties for social housing - Basic actions to improve the sanitary conditions of informal settlements - 4 Regional Action Plans (Puglia, Campania, Calabria and Basilicata) facilitating access to decent housing solutions - Provision of 350 vouchers and economic contributions to eliminate ghettos and support social housing (Calabria Region) - info sheets on institutional and non-institutional actors to be involved in the implementation of planned initiatives
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	communities towards the processes of reception and integration of non-EU citizens; • Creation of incentives to support housing costs (promoting access to scattered housing) - Calabria Region pilot scheme <u>Result indicators:</u> • Greater integration of non-EU citizens, thanks to processes produced by scattered accommodation • Validation of replicable policies and instruments to prevent ghettoization and promote the local accommodation system 1.2 Initiatives aimed at promoting courses of action for the economic and social inclusion of the target population (especially unaccompanied minors and young adults) living in emergency conditions. The actions are aimed at developing individualized paths leading to achievement of self-sufficiency, through the valorisation of the resources of the local economic system. Actions will support housing self-sufficiency and the inclusion of young UAMs and those coming of age in reception centres, who risk being drawn into the paths of illegality or serious social marginalization <u>Result indicators:</u> • Greater integration of target population in the spheres of life and work, thanks also to qualified cultural and housing	- Individualized projects to support the inclusion and achievement of self-sufficiency of 300 young beneficiaries - Experimental co-housing and social co-working model involving unaccompanied minors and young adults, and the young native population
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	mediation initiatives - Greater socio-economic self-sufficiency of the target population 1.3 Structuring/management of "integrated social centres to provide information and access to services". To ensure that the services are accessible and in the vicinity of the beneficiaries, outreach services will also be offered, by means of local mobile units targeting informal settlements with the greatest target population density. This activity aims to strengthen access to existing services, creating social facilities in places with high numbers of migrants to identify/support vulnerable groups. Attention will focus on the start-up of multi-agency services providing multi-purpose one stop shops for access to a variety of services, while ensuring the adoption of multidisciplinary approaches, oriented to case management. <u>Result indicators</u> - Organization of a territorial integration support infrastructure (no. of social centres opened) - Improved capacity of services to reach and involve the target population through outreach actions - consolidation of multidisciplinary service networks implemented on a territorial basis for migrant users - increase in the	- Map of existing services, definition of the services system, calibration of the provision of services, and integration of the same with ex novo (project) services - Methodological and operational "Social Centres", organised on a regional basis - 5 regional reports (Puglia, Calabria, Campania, Basilicata and Sicily) to identify suitable locations for "integrated social centres" - Start-up of "Social Centres" in the following areas: • Castelvolturno, Litorale Domizio, Eboli/Mondragone, Piana del Sele and Aversa - Terra di Lavoro (Campania) • San Severo (Puglia) • Piana di Gioia Tauro, Piana di Sibari and Sant'Eufemia (Calabria) • Metropolitan cities of Palermo and Catania, Province of Agrigento, Caltanissetta, Ragusa and Trapani (Sicily) • Bradano and Metapontino (Basilicata) - 4 regional outreach services, managed by means of mobile units in areas with informal settlements and in metropolitan areas with a high-density of migrant population (Campania, Calabria, Puglia and Sicily)
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	accessibility, adequacy and multidisciplinary of territorial services, through personalization of paths for the social inclusion of the target population - Greater service efficiency and user satisfaction - Greater role and increased participation of migrants in decision-making processes	
Specific Objectives - SO	Activities/Result Indicators	Expected Outcomes
SO 2. Uncovering and ending of situations involving illegality and exploitation	2.1 Improvements in the supervisory/inspection activities of labour inspectorates • Exchange of knowledge and competences between INL inspection staff and IOM cultural mediators during meetings preparatory to inspection activities, during the simulation of a multi-agency action, and during all the inspections carried out by planned task-forces: specifically, inspection staff will receive information on migratory issues and on interregional movements of migrant workers, while cultural mediators will acquire basic notions on labour regulations and inspection activities, especially as regards investigative activities and probative acquisitions needed to effectively combat the gangmaster phenomenon. <u>Result indicators</u> - Improvements in competences and	- Scheduling of preparatory meetings for multidisciplinary inspection activities (labour inspectors, linguistic mediators, law enforcement) - Production of a brief e-document for cultural mediators illustrating some basic notions of the labour law, cases of illegal hiring and labour exploitation, as well as the most effective inspection and investigative methods to counter them - Provision of a short e-document for labour inspectors illustrating basic information on migration issues and ways of dealing with cases found during inspection activities - Quarterly reports of inspection activities carried out by the competent authorities in the target areas - Report analysing the internal dynamics of illegal settlements and characterization of those at the top

	development of a multidisciplinary approach in the supervision and cultural mediator system to support inspectors - Number of participants in the preparatory meetings, the multi-agency simulation and task force inspections - Number of cultural mediators receiving the document illustrating aspects of labour law, inspection, illegal employment and labour exploitation - Number of labour inspectors receiving the document illustrating migratory issues - Level of satisfaction measured by questionnaires given to participants • Strengthening and intensification of inspection and supervision activities in the areas of the 5 regions <u>Result indicators</u> - Quantitative and qualitative enhancement of on-the-spot checks - No. inspections carried out - percentage of irregular situations found in inspected companies - Increase in cases of illegal employment or labour exploitation reported by migrant workers or associations compared to the previous two years; - Increase in inspections leading to crime reports	
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	relating to labour exploitation or illegal hiring compared to the previous two years • Start-up of highly specialized cultural mediation for the emergence of labour exploitation, aiding field operators in the performance of their inspection duties. <u>Result indicators</u> - Reduction in the so-called "cultural boulders" which facilitate irregular work processes - Better migrant workers understanding of the system of rights and duties - Reduction in errors, misunderstandings, and information asymmetries in the inspection phase - No. of hours of linguistic and cultural mediation delivered 2.2 Strengthening of job access services and related inspections, information activities, documentation, research on the use of contractual rights and the social security system, vis-à-vis safety in the workplace and the inclusion of migrants, activities to combat illegal hiring and the gangmaster system through territorial multidisciplinary teams and the start-up and use of the Basilicata Region Centre for Migrant Cultures, as per Regional Law no. 13/2016. The activities will involve	• Executive project for the regionally based information and awareness measures • Implementation of territorial initiatives to raise awareness of the phenomenon of labour exploitation, of the rights and duties of workers, of services and emergency pathways • Printing of multilingual information material • Individualized listening and counselling sessions for guidance on the system of regular employment orientation services • Strengthening of the Basilicata Region Centre for Migrant Cultures
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	the Basilicata Region, focusing on the areas with the highest numbers of migrants, and greatest degree of labour exploitation and highest number of illegal settlements <u>Result indicators</u> - Greater awareness and knowledge among the target population of their rights and the provisions governing the labour market - Greater use of the competences, capacities and resources of the target population to facilitate emergence and support the achievement of self-sufficiency. 2.3 Actions to raise awareness and engagement among employers and trade unions, aimed at facilitating emergence, and the regularization and development of legality in the local labour market. The initiative aims to structure a comprehensive package to prevent and combat exploitation, promoting the stipulation of standard labour contracts, also through trade union analysis of the social security and contributory status <u>Result indicators</u> - Improvement in collaboration among social partners, and between them and the institutional project partnership in preventing and combating illegal	- 5 regional focus groups, instrumental in establishing effective engagement procedures - 5 territorial awareness and active involvement workshops. The meetings will be organized to develop shared strategies for actions on a territorial basis - Memoranda of understanding between social partners, institutions and the third sector, aimed at ensuring coordinated and multi-level management models - Analysis of the needs of local small/medium enterprises, and identification of measures that can provide adequate answers
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	hiring - Greater and more widespread awareness among employers of the importance of establishing regular employment relationships 2.4 Transport services to support work-related mobility, with initiatives linked to individual and collective demand (individual vehicles such as bicycles and collective means of transport such as minibuses), making use also of digital technologies. The measure will make it possible to intervene in gangmaster recruitment mechanisms, producing a significant break with the current situation. <u>Result indicators</u> - More knowledge of work mobility flows and systematic monitoring and verification of the dynamics involved; - Reduction of gangmaster recruitment processes typically related to workforce logistics - Facilitated access to and cheaper home-work mobility for the target population 2.5 Actions aimed at enhancing and implementing provisions in current legislation to combat the gangmaster phenomenon (start-up of network of Agricultural Quality work (Rete del lavoro agricolo di	- App to facilitate management of individual and collective mobility (vehicle bookings, journey bookings, connections, ...) - Map of major travel flows and creation of mobility services for logistics coverage, - Purchasing/hiring of vehicles, and easy access to individual and collective means of transport, focusing especially on the areas of: • Bradano-Metaponto (Basilicata) • Piane di Gioia Tauro, Sibari and Sant'Eufemia (Calabria) • The whole Puglia region, especially the provinces of Foggia and Lecce • Castelvoturno and Litorale Domizio, Eboli and Mondragone, Piana del Sele and Aversa - Terra di Lavoro (Campania) • Coverage of the 9 Sicilian provinces, through the same number of means of transport, coordinated in conjunction with the prefectures. - Start-up of 7 quality agricultural jobs networks in the target areas (Special Government Commissioners appointed for the areas of Manfredonia (FG), San Ferdinando (RC) and Castelvoturno (CE) and the prefectures involved in the experimental protocol "Cura - Legalità - Uscita dal Ghetto". - Identification of new tools and administrative procedures to improve effectiveness and sustainability of anti-gangmaster regulations; - 3 thematic seminars in each region and 2 interregional meetings - Start-up of instruments to prevent and combat labour exploitation (job reservation lists, ...) - Data collection/processing and activity reports
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	quality), start-up of job reservation lists. ...), encouraging also the formation of quality agricultural jobs networks <u>Result indicators</u> - No. organizations adhering to the quality agricultural jobs networks created in the target areas; - Horizontal and vertical mainstreaming of current regulatory provisions; - Greater availability of regular workforce for SMEs operating in the agricultural sector, thanks to the provision of new enabling tools; - Enhancement and development of the management and inspection functions exercised by the INPS	
SO 3. Promote processes for the protection, integration and self-sufficiency of the target population, encouraging also active participation in social life	3.1 Integrated assistance, treatment and rehabilitation measures to safeguard health and promote social inclusion of legally staying migrants living in conditions of serious vulnerability in the places identified in the Plan. The initiative will be carried out in the following regions: Campania, Calabria, Puglia and Sicily. <u>Result indicators</u> - No. active guidance/support services for use of local social and health services (public/private), for both adults and minors - No. of beneficiaries taken into care by the	- Guidelines for the new integrated model of psycho-socio-health care of the target population living in illegal settlements - 8 regional cooperative learning meetings for social and health personnel on the specific safeguards needed by the target population and on specific cultural orientation - Start-up of mobile units for the management of 4 outreaching services and their multidisciplinary teams, operating directly also in the settlements - Start-up of health facilities, operational protocols, and specific actions on illegal settlements - Construction/opening of internal spaces for primary socio-sanitary care and health screening of adults and minors - Individualized care plans and

	local social and health services system - No. of operators involved in updating and developing skills in a multicultural service context - No. beneficiaries involved in awareness raising and literacy initiatives 3.2 Pilot schemes to support the economic and housing self-sufficiency of the target population. The initiative will involve the development of projects for the redevelopment and regeneration of public agricultural properties, recovering and enhancing rural settlements for the development of residential projects and innovative social agriculture. <u>Result indicators</u> - No. of beneficiaries included in co-housing and innovative agricultural production schemes; - Modelling of self-sustainable pilot schemes, replicable in other contexts; - Development of agricultural entrepreneurship, through socio-economic enhancement of underused, disused or unused real estate - Greater cohesion and development of target rural areas - Development of forms of active participation for	provision of socio-psycho-health assistance to individual beneficiaries - Minutes of multidisciplinary team meetings - Social & Health Literacy measures, vital if the beneficiaries are to increase their ability to understand their needs, obtain, process and understand basic health information and access services needed for informed choices - Publication of multilingual information to be distributed by the mobile units in major illegal settlements, to be made available also in the local services system - Executive project and modelling of the 11 demonstration actions - Start-up of 11 pilot schemes (8 in Basilicata and 3 in Puglia) aimed at implementing co-housing projects and innovative social agriculture for the target population; - Start-up of new decent housing for beneficiaries who are victims of serious labour exploitation - Implementation of infrastructural initiatives that are both material (physical restructuring and purchase of equipment) and intangible (human and social capital development) - Creation of 11 new entrepreneurial schemes for migrants who are victims of labour exploitation, generating funds that can impact the sustainability of the measures - Creation of new sustainable, quality job opportunities
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	the inclusion and integration of the target population 3.3 Measures aimed at promoting qualified civil society and local community engagement (Puglia, Campania and Sicily), through the creation of opportunities for meeting, socializing, knowledge sharing and active involvement of autochthonous communities and legally staying migrant communities. There are also plans for the organization of an interregional storytelling contest about the experiences of escaping the ghettos targeted in the project. <u>Result indicators</u> - No. of migrants involved - No. of autochthonous citizens involved - No. of Italian and foreign associations involved in exchange and support activities - No. of opportunities activated for meetings/discussions and knowledge sharing - Local authorities involved in support measures for participatory policy review	- Design and implementation of joint civic, social and cultural initiatives to integrate formal/informal groups of migrants and the autochthonous population - Initiatives for local communities to meet, discuss and get to know each other - Organization of events (theatre, film screenings, contests and symbolic events) that facilitate socialization and coexistence, embracing diversity - Actions supporting local authorities in reviewing their policies in a participatory light - Interregional contest "escaping the ghetto" and virtual storytelling exhibition of the best ways out - Interregional report "From roots to wings": tools, pathways and skills to boost the participation of migrants in the social, economic and cultural life of the area
SO 4. Support regional and interregional governance innovation and promote effective government action models	4.1 Analysis of migratory flows, on a local and interregional basis, taking into account local specificities, focusing on agricultural and agri-food areas characterized by widespread illegality, exploitation and indecent	- Document setting out research methodology, with an appendix outlining cognitive objectives, research tools and analysis methods - 5 regional reports analysing phenomenological flows and stock, aimed at answering research questions specific to the different territorial

involving high social complexity	living conditions <u>Result indicators</u> - No. mapping meetings and study visits - No. interviews with beneficiaries and stakeholders - Experts involved in peer review of analyses for mapping validation - Greater knowledge of the phenomenon to improve governance 4.2 Start-up of multidisciplinary teams to provide technical support to project partners, including the Special Government Commissioners appointed for the areas of Manfredonia (FG), San Ferdinando (RC) and Castelvetro (CE) (competences now transferred to area prefects) and the prefectures involved in the experimental protocol "Cura - Legalità - Uscita dal Ghetto" <u>Result indicators</u> - No. professionals involved - No. team working meetings - No. hours of services and support provided - Level of perceived satisfaction 4.3 Actions aimed at enhancing decision making and support for development of policy, planning and operational options to encourage organizational and functional evolution of reception and integration services "in extreme emergency	contexts - Info sheets on institutional and non-institutional actors specifically involved, qualitative and quantitative characteristics of their presence in informal-illegal areas - Interregional analysis report systemising collected data and setting possible strategic and operational indications - Seminar presenting the results of the inter-regional mapping initiative - Multidisciplinary teams present in the area for the entire duration of the project, at the service of local authorities and institutions - Technical and executive projects involving assistance and support measures - Report on actions taken and results achieved - Shared steering committee work plan systemising all the different national and regional tools, instruments and policies to combat illegal hiring - 6 steering committee meetings with relative reports, structured for the development of social dialogue and
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	situations involving migrants in conditions of serious exploitation". To this end, a steering committee will be set up involving the 5 regions and project partners, with the participation of the 3 ministries subscribing to the anti-gangmaster protocol (Ministry of Labour and Social Policies, Ministry of the Interior and Ministry of Agricultural, Food, Forestry and Tourism Policies). <u>Result indicators</u> - No. actors involved - No. meetings held - Satisfaction level expressed - No. professionals involved - No. hours of services and support provided 4.4 Measures to boost the capacity and expertise of the various organizations participating in the Anti-Gangmaster Memorandum of Understanding. Start-up of 5 regional committees and an interregional committee to develop policies, initiatives and measures to prevent and combat the serious labour exploitation of migrants. Particular attention will be focused on involving the special government commissioners for the areas of Manfredonia (FG), San Ferdinando (RC) and Castelvoturno (CE) and other prefectures most affected by the phenomenon of severe labour exploitation. The initiative will be managed in synergy with the	complementarity in the planning of the initiatives undertaken by all the authorities involved - Definition of a unitary programmatic framework, in which the different resources, strategies and actions can be placed within shared objectives and actions involving all the actors - Green Paper "ways out of the Ghetto": hypotheses, paths and strategies to deal with the emergency - 6 cooperative learning laboratories for each of the 5 regional consultation groups, including the signatories of the anti-gangmaster protocol and representatives of the social partners and the third sector at the regional level, as well as with the local prefectures - 3 interregional discussion and exchange workshops - programmatic documents systemising elaborations, reflections and working hypotheses emerging from the laboratories - Minutes of the meetings
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	activities planned in task 4.2 <u>Result indicators</u> - No. of committees set up - No. actors involved - No. meetings held - No. organized exchange and cooperative learning meetings - Self-assessment of lessons learnt 4.5 Measures to support change in local government management in a multi-level and multi-stakeholder light, enabling qualified and direct local community involvement. The measures are not aimed merely at project governance, but seek rather to structure territorial infrastructure (network, relations, actors, resources, etc) so as to guarantee not only the preconditions, but also the active management of planned actions. To this end technical project committees will be set up with the involvement of local stakeholders and highly specialized experts to offer technical/administrative support to the municipalities/bodies involved in the measures. Specifically, 10 territorial networks will be enhanced in the areas of Foggia, Lecce, Potenza-Matera, Caserta, Salerno, Reggio Calabria-Catanzaro, Cosenza, Ragusa and Palermo-Trapani. Through the promotion, coordination, support and development of shared planning, coordinated by a community manager	- 10 Extended local networks: local institutions, social partners, third sector with operational tasks and involving shared targeted actions - Shared actions/measures to boost local network effectiveness, so as to create a critical mass capable of positively influencing overall project development - 10 local area living labs (participatory planning workshops, organized on a local basis with stakeholder involvement) to develop structured change management hypotheses on emerging social innovations - 10 action plans coordinated on a local basis, developed within the local area laboratories - Interregional report on the social innovations emerging from the living labs - Guidelines on the conditions for the transfer of the services model
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	dedicated to each area, the networks will be able to develop innovative co-planning to facilitate shared action and participatory evaluation of measures taken. <u>Result indicators</u> - No. participants in innovation living labs - No. local participatory planning laboratories - No. and type of organizations involved in local laboratories	
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4. Content and description of the individual sub-actions

<i>Sub-Action 0: Management and Coordination of the Action</i>		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
0.1	<i>Kick-off meeting in Brussels</i> The kick-off meeting planned by the European Commission DG Home will concern the executive planning of activities, project implementation procedures, and the system of management rules and procedures The meeting will be attended by the Lead Partner (Ministry of Labour and Social Policies), the Puglia Region and a delegation of the Partners..	Ministry of Labour and Social Policies and Partner Delegation
0.2	<i>Project Management</i> Project Management involves all partners sharing responsibilities, acting in conjunction with: • The project leader (PL - Ministry of Labour and Social Policies), having the following functions: - Single point of reference for the project with the European Commission - General direction of activities, to ensure consistent implementation of planned activities and effective pursuit of the expected results and impacts; - Project steering committee chair - Supervision of physical, financial and procedural progress, as well as the EC reporting system - Management of financial flows • Project coordinator (PC - Puglia Region), having the following functions: - Operational, technical and administrative coordination of all project phases and actions, supporting day to day management; - Management Committee Chair	All project partners

Sub-Action 0: Management and Coordination of the Action		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	- Administrative management and accounting of the program, in close collaboration with the lead partner; - Coordination of monitoring and evaluation activities, also managing the physical, financial and procedural reporting system for the EC. To ensure the effective implementation of the project, Project Management will be divided into two complementary levels of governance: • The interregional level, managed by the Steering Committee, a project governing body, composed of representatives of each partner and under the direction of the Ministry of Labour and Social Policies, together with the other partner authorities involved. It will: 1. guarantee the active participation of each partner in decision making 2. direct and supervise the project implementation process 3. monitor and evaluate activities and financial progress 4. deal with any problems and constraints • The regional level, managed by the staff coordinating the regional actions to be implemented in the various target areas. To ensure compliance with governance and the specific morphology of the areas of the 5 regions involved, each will have a specific multidisciplinary staff to ensure effective, efficient and timely implementation of planned actions These management bodies will be supported by: • Panel of Experts. This is an advisory body that may be called at the request of the Steering Committee or the Management Committee, to address specific situations and acquire competences and guidelines of undisputed scientific value. Composition will, therefore, be variable and may from time to time include external experts (from the institutional and social spheres) to respond to any cognitive needs emerging from the partnership. • Management Committee, responsible for the operational, technical and administrative coordination of all project phases and actions. Further analytical elements regarding the project management process are provided in the section "4.4 Coordination mechanism with Authorities and other actors"	
0.3	<i>Governance support and development of social innovation</i> This project management support activity will involve a coordinated series of actions in support of project governance: • ensuring efficient management • promoting the development of social innovations in planned actions • enhancing complementarity with the many initiatives highlighted in the specific section of the proposal The project will, therefore, benefit from the participation of highly qualified human resources with many years of experience in the target	Consorzio Nova

Sub-Action 0: Management and Coordination of the Action		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	sector, which ensures support for all decision-making and operational processes. Of particular strategic importance is the provision of support in identifying the most appropriate and effective procedural, administrative and financial courses of action to achieve the planned results. To this end, Consorzio Nova can guarantee all the conditions for effective management of the project, given that: • It already has many years' experience in the areas of the 5 target regions, managing specific capacity building schemes (Project "COM.IN 2.0 - Competenze per l'Integrazione" launched with FRI (AP 2013), continued and consolidated with AMIF National Program 2014-2020 - Specific Objective 2 - National Objective 2.3 - letter J - promote governance and coordination of integration services, strengthen the capacity of local authorities in providing effective responses to migrant users, with the project "COM.IN 3.0 - competenze per l'integrazione", launched in January 2017 and ongoing) • Project leader for "COM.&IN. Competenze per l'Integrazione in Europa", authorised in August 2018 for funding under the public notice for the presentation of projects to be funded under the Asylum, Migration and Integration Fund 2014-2020 - Specific Objective 2" Integration/Legal Migration" - National Objective 3" Capacity building" - "Promotion of measures for the social and economic inclusion of third country nationals developed in Italy and in other Member States", involving the participation of the 5 partner regions of Puglia, Campania, Calabria, Sicily, Basilicata. • It has a vast network of territorial relations with public and private entities active in the field of integration and labour policies, which can be capitalized on operationally to generate significant multiplier effects on the planned activities; It is a consortium and a vast network of senior professionals who can ensure technical and scientific competence of undoubted excellence in the field of immigration, illegal employment and project management of complex actions	
0.4	Administrative & Financial Management Plan & Reports The administrative management and accounting of the project is the responsibility of the Coordinating Partner (Puglia Region), under the supervision of the Ministry of Labour and Social Policies, which retains competence for the management of financial flows among the partners. In order to ensure the proper, transparent and timely management of the procedures involved, as well as compliance with specific national and European regulations, all the partners have agreed to undertake a systematic administrative and financial management activity, based on agreed instruments and procedures:	All Partners

Sub-Action 9: Management and Coordination of the Action		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	1. "Financial Toolkit", developed and supplied by the PC with the support of Consorzio Nova 2. Systematic distance work, based on structured tools and checklists, to monitor the proper management of administrative procedures 3. Steering Committee meetings dedicated to the supervision and monitoring of possible problems, and administrative and financial progress 4. Constant dialogue and exchange of information with the European Commission and other competent authorities 5. The organisation within the Management Committee of an administrative and financial staff responsible for transparent administrative management and accounting, composed of administrative managers identified by individual partners to provide the necessary technical support to ensure transparent, efficient and effective use of AMIF resources. Furthermore, all financial reporting activities will be analysed and verified by external and independent certification companies, a service that will be acquired under the responsibility of the Puglia Region Coordinating Partner, and in the name and on behalf of the entire partnership.	
0.5	Monitoring, Evaluation and Quality Assurance This project management support function is the responsibility of a specific project body: the "Independent Evaluator", responsible for conducting an independent evaluation of all activities, and qualitative and quantitative monitoring of all phases and actions. The Evaluator interacts: - with the Steering Committee, providing reports and strategic pointers to improve the effectiveness of the initiative; - with the staff coordinating regional actions, to collect information and data relevant for M&E. Monitoring and evaluation activity details are provided in the specific section: "4.6 Monitoring strategy". The Independent Evaluator's role will include providing support to the Steering Committee and regional staff in anticipating and managing the risks associated with the implementation of the planned actions. Specific details can be found in analysis provided in section: "4.5 Potential risks and measures to mitigate them"	- Ministry of Labour and Social Policies - Partner Regions - Consorzio Nova
0.6	Visibility, Communication and Information This project management support function will be run by a committee composed of representatives of the 5 project partners and an expert from Consorzio Nova. The Committee will be responsible for supervising all the processes required to communicate the project and its actions coherently and effectively. In substance this involves: - Facilitating the collection, processing, production and distribution of project information;	- Ministry of Labour and Social Policies - Partner Regions - Consorzio

Sub-Action 0: Management and Coordination of the Action		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	- Defining and supervising all the critical "connections" in the project areas; - Supporting the institutional communication activities of the individual regions on the topic in question - Facilitating the flow of ideas and information required for the success of the project. Ultimately the Technical Committee will preside and support the process (which will be done by communication experts specially contracted for the purpose) of how and when information/communications will be collected, processed and distributed for various public interlocutors of the projects, ensuring also that the communication system achieves the objectives set by the project. For the entire duration of the project, information on and communication of the contents and results of each individual project action will be fully integrated and cross-cutting, involving both the vertical production processes of all regional and state authorities concerned with the integration of the migrant population affected by conditions of labour exploitation (prefectures, metropolitan areas, municipalities, local health authorities, employment services, educational institutions, social security and welfare institutions, labour inspectorate, etc.), and those of a horizontal nature, for all those with an interest in improving the quality of emergence processes (private bodies and entities, ad hoc associations, migrant associations, social partners, etc.). The following communication activities will be carried out: - Creation of an identity-building system of the areas and the phenomenon, leading to the definition of the graphical and communicative concept of the project information system - Definition of a participation and discussion plan with the stakeholder system, to produce the necessary conditions for the new identity-building system of the measures to combat labour exploitation and to make it familiar to the target areas - Organization of an interregional seminar to launch the project, aimed at presenting the various planned actions and guaranteeing the preliminary engagement of all institutional and non-institutional actors in the different contexts - Support for all partnership activities of communicative significance; - Development and expansion of the interactive functions of the project portal, with social interactions and animation; - Productions of a four-monthly e-newsletter, providing information on all actions and activities, to be used as a vehicle for communicating content of particular importance; - Integration of communication actions with the "institutional communication" staff of all regional partners, and use of institutional portals as a vehicle for project communication;	Nova

Sub-Action 0: Management and Coordination of the Action		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	- Start-up of a section on measures to combat the gangmaster system, inside the institutional portal "www.portaleintegrazioneimmigranti.gov.it" - 1 national conference to capitalize on the results achieved at the end of project Given the concomitant management of this project with the initiative "P.I.U. - SUPREME: Percorsi Individualizzati di Uscita dallo Sfruttamento" (financed under the <i>PON Inclusione</i>), special attention will focus on coordinating the various information initiatives, combining two complementary needs: - To provide each of the two initiatives, financed by different community resources, with autonomous visibility; To ensure that communication initiatives receive the best possible coordination, unity of action and synergy to ensure they have the greatest impact in the target areas.	

Outputs/deliverables Sub-Action 0	
1	Kick-off Meeting Report A structured report of the contents shared and acquired during the kick-off meeting of the project managed with the EC will be drafted. This will be sent to all Project partners and shared with stakeholders.
2	Project Management Toolkit Within the first quarter, the PC will provide an internal "Project Toolkit", in accordance with the Program Handbook, providing common reporting formats, aimed at ensuring a transparent and efficient management of actions
3	Operational work plans for each WP The interregional project management team will develop specific operational plans for each WP, aimed at guaranteeing an efficient, reliable and effective management system. This result will be formally approved by the Steering Committee
4	Minutes of the Steering Committee meetings At least 8 Steering Committee meetings are planned, to: 1 ensure the active participation of each partner in the decision process 2 direct implementation processes 3 monitor and assess activities and financial progress 4 deal with problems and constraints that may arise during activity implementation The conclusions of each SC meeting will be summarized in specific minutes
5	Financial guidelines By the end of the first quarter, the Financial Manager will provide financial guidelines, in accordance with the Program Handbook and the grant agreement, to ensure transparent and efficient administrative and financial management of the action by all partners

Outputs/deliverables Sub-Action 8	
6	Financial toolkit The finance manager will provide a dedicated tool kit, annexed to the financial guidelines, and will include check lists, tools, and agendas to coordinate F&A management of the PPs
7	Report on financial and administrative working sessions There will be at least 6 working sessions of the financial and administrative group, aimed at: - verifying proper and transparent management of F & A - timely management of deadlines - compliance with expense target levels - ensuring effective budget management - assessment of budget reallocations
8	Financial reports These outputs aim to systematically inform the Steering Committee and the EC of the F&A progress of the projects. They will provide information on partner compliance with the budgets, EU and national legislation, auditing, public procurement and state aid rules
9	Monitoring and evaluation system Document illustrating the monitoring and evaluation system, identifying methodologies, approaches, tools, indicators and procedures for assessing the entire project
10	Interim and final monitoring and evaluation reports The independent assessor will be committed to providing 3 evaluation reports during activities and a final evaluation report. The monitoring report and ongoing analyses of the project implementation strategy will include the results achieved, the critical issues encountered and the solutions adopted In the final project evaluation report, clear indications will emerge vis-à-vis the sustainability of the results achieved and the transferability of the actions These outputs will be: - discussed during the Steering Committee meeting - used to support the review of operational work plans
11	Progress reports and payment claims to the European Commission In close coordination with the activities of the Steering Committee, these outputs will provide details of physical and procedural progress, as well as financial reports, justifying the expenses incurred, paid and validated in relation to requests for payment
12	Strategic and operational communication plan This document forms a basis for communication experts, providing input to facilitate the collection, processing, production and distribution of project information. The document will form the road map for the communication strategy of the entire project and will include a plan of participation and exchange with the stakeholder system, to produce the necessary conditions for the new identity-building system of the measures to combat labour exploitation and to make it familiar to the target areas
13	Target area system identity and the phenomenon of serious labour exploitation in agriculture This defines the graphical and communicative concept of the project information system, explaining methods and rules of use

Outputs/deliverables Sub-Action 0	
14	Interregional project kick-off seminar This start-up meeting is aimed at presenting the various planned actions, guaranteeing the preliminary engagement of all institutional and institutional actors in the different contexts
15	four-monthly e-newsletter Information tool aimed at providing updates and reminders on all actions and activities, indispensable for conveying contents of particular importance. It will be sent to a mailing list consisting of the mailing lists of all the partners involved, as well as the Ministry of the Interior and the Ministry of Agricultural Policies, Food, Forestry and Tourism.
16	IT based communication Creation of a project information portal and 3 dedicated social pages. These tools will be interfaced on the institutional sites of all project partners and will be systematically updated. It will be accessible to government offices, businesses and the public, following different paths that will provide direct and useable access to information . Finally, content management will be applied to the section dedicated to the gangmaster system, integrated into the institutional website www.portaleinmigrazionemigranti.gov.it
17	Capitalization and mainstreaming seminar At the end of the project, a national seminar will be organised to present the results achieved, which will also include discussion of possible ways to promote sustainability, integrating the actions into the framework of national policies and strategies.

Sub-Action 1: Improve and strengthen the system of reception and integration services in agricultural areas with a high-density foreign population affected by the phenomena of severe labour exploitation and inadequate living conditions

No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
1.1	Integrated actions to improve the living conditions now found in large informal/illegal settlements, and to promote widespread and qualified local reception systems . Re-functionalization, re-development and improvement of housing solutions and essential services, through direct actions in the settlements present at regional level. Target areas: Puglia Region, focusing especially on the municipalities of San Severo, Nardò, and Turi; Calabria Region: Piana di Gioia Tauro, Sibari and Sant'Eufemia; Campania Region, Casertavoltorno and Litorale Domizio, Eboli/Mondragone, Piana del Sole and Aversa - Terra di Lavoro. The possibility remains of including other areas, with the same characteristics, falling within the geographical area of the 5 regions, which would be considered eligible for the emergency measures provided for here. The initiative will be implemented through: • redevelopment, improvement, and provision of essential services in areas with a high density of migrant workers, including illegal	- Puglia Region, - Campania Region, - Calabria Region - Consorzio Nova

Sub-Action 1: Improve and strengthen the system of reception and integration services in agricultural areas with a high-density foreign population affected by the phenomena of severe labour exploitation and inadequate living conditions		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	settlements - Start-up of new decent housing solutions available to non-EU citizens living in informal settlements - 100 new housing units in the Calabria Region to accommodate 400 project beneficiaries in dignified conditions • Launch of experimental and pilot schemes in the Campania Region for the development of autonomous housing solutions through measures making use of public real estate assets for accommodation purposes. Specifically, 4 initiatives to redevelop and improve abandoned, degraded or underused public buildings to expand the offer of accommodation for the target population, with the consequent creation of 60 new housing solutions. • Provision of incentives to support cost of living (promoting access to scattered housing) - Calabria Region experimental scheme - Actions to support the use of the resources, competence and opportunities of local government offices in the management of reception policies Provision of incentives and contributions to cover the costs associated with finding autonomous and dignified housing solutions	
1.2	Actions aimed at promoting the economic and social inclusion of the target population living in emergency conditions (in particular unaccompanied minors and young adults). The actions are aimed at developing individualized paths for the achievement of self-sufficiency, through the valorisation of local economies. Tools will be activated to support the achievement of self-sufficiency in housing and the inclusion of UAMs and young adults leaving reception path II, risking being trapped into illegality or serious social marginalization. The project will involve the development of global care (social, occupational, educational, housing, ...), to support solutions for this emergency situation affecting the region of Sicily, which risks creating a significant number of people ripe for labour exploitation in the region. Through the provision of qualified tutorship, an individualized project will be drawn up to provide instrumental services using the resources and potential of the individual beneficiaries, and support integration.	- Sicily Region - Consorzio Nova
1.3	Structuring/management of "Integrated social centres providing information and access to services". To ensure services are accessible and in the vicinity of the target population, outreach services are also being provided, through the use of mobile units on the target areas, which can go to the informal settlements with the greatest concentration of the target population. The activity, therefore, aims to strengthen access to existing services, creating social facilities in places with a high density of migrants	- Puglia Region, - Campania Region, - Calabria Region, - Sicily Region, - Basilicata

Sub-Action 1: Improve and strengthen the system of reception and integration services in agricultural areas with a high-density foreign population affected by the phenomena of severe labour exploitation and inadequate living conditions

No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	to identify and support vulnerable groups. The focus will be on the start-up of multi-agency services, setting up a multi-purpose one stop shop for access to a plurality of services, whilst ensuring the adoption of multidisciplinary approaches, oriented to case management. The action will be managed to pursue the following results: - Organization of local integration support infrastructure (no. social centres activated) - Services that can reach and involve the target population, through outreaching actions - consolidation of multidisciplinary service networks operating on a local basis for migrant users - increase in the accessibility, adequacy and multidisciplinary of local services, through the personalization of social inclusion paths for the beneficiaries - Greater service efficiency and user satisfaction - Migrants participating more actively and taking a lead in decision-making processes	Region - Consorzio Nova

III. Expected outputs/deliverables *Sub-Action 1*

No.	Output (including unit of measurement and baseline value, where relevant)	Target Value
1	Executive action projects (provision of essential services, monitoring, safeguarding of hygiene, ...), with a qualitative and quantitative exposition of needs and the resources that can be used (Puglia, Campania and Calabria)	3
2	Basic actions to improve the sanitary conditions of informal settlements	6
3	Actions to adapt and renovate available housing solutions. 100 new housing units in the Calabria Region to accommodate 400 project beneficiaries in dignified conditions	100
4	Measures involving the renovation and restructuring of buildings so they may be used for social housing (Campania)	4
5	Regional action plans (Puglia, Campania and Calabria) to facilitate access to decent housing solutions	3
6	Provision of vouchers and economic contributions to enable beneficiaries to leave ghettos, and provide support for social housing (Calabria Region)	350
7	Individualized projects to help UAMs and young adults achieve self-sufficiency and inclusion	300
8	Experimental co-housing and social co-working model involving young UAMs, young migrant adults, and the young autochthonous population	1
9	Map of existing services, definition of the services system and calibration of the provision of services, as well as integration of the same with ex novo (project) services	5

II. Expected outputs/deliverables Sub-Action 1		
No.	Output (including unit of measurement and baseline value, where relevant)	Target Value
10	Methodological and operational "Social Centres" project, set out on a regional basis	1
11	Regional reports (Puglia, Calabria, Campania, Basilicata and Sicily) identifying suitable areas for "Integrated social centres"	5
12	Start-up of "Social Centres" in the following areas: - Castelvoturno and Litorale Domizio, Eboli/Mondragone, Piana del Sele and Aversa - Terra di Lavoro (Campania) - San Severo and Nardò (Puglia) - Piana di Gioia Tauro, Piana di Sibari and Sant'Eufemia (Calabria) - Metropolitan cities of Palermo and Catania, Provinces of Agrigento, Caltanissetta, Ragusa and Trapani (Sicily) - Bradano and Metapontino (Basilicata)	18
13	Regional outreach services, managed through mobile units in informal settlement areas and in metropolitan areas with a high-density migrant population (Calabria, Campania, Apulia and Sicily)	4

Sub-Action 2: Facilitate the ending of illegal conditions, and the emergence of situations of serious labour exploitation in agriculture

No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
21	The activity foresees the implementation of measures aimed at strengthening the supervisory inspection actions of the labour inspectorates. Specifically, the planned measures include: - Exchange of knowledge and skills between INL inspection staff and IOM cultural mediators during the preparatory meetings for the inspection activity, during the simulation of a multi-agency action, and during all the inspection initiatives in planned task-forces: in particular, the inspection staff will receive information on migratory issues and on interregional movements of migrant workers, and cultural mediators will acquire basic notions on labour legislation, on the inspection function, especially vis-à-vis investigative activities and probative acquisitions needed for effective action against the gangmaster phenomenon. Methods and contents will be organized to support the development of improved and multidisciplinary competences in the supervisory and inspection system; the definition of more effective methods for the coordination and management of administrative processes. - Strengthening and intensifying inspection and supervision activities in the areas of the 5 regions - Start-up of a highly specialized cultural mediation function to uncover labour exploitation and assist field operators in the performance of their inspection duties. This service will make it possible to: reduce the so-called "cultural boulders" that facilitate irregular work practices;	- Ministry of Labour - Partner Regions - National Labour Inspectorate - IOM - INPS head office and regional branches

Sub-Action 2: Facilitate the ending of illegal conditions, and the emergence of situations of serious labour exploitation in agriculture

No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	improve migrant worker understanding of the system of rights and duties, reduce errors, misunderstandings, and information asymmetries in the inspection phase As part of the action, the National labour Inspectorate aims to trial the use of special inspection task-forces, which, thanks also to collaboration with qualified cultural mediators, will be able to intensify and strengthen the fight against the gangmaster system and labour exploitation in agriculture in the target regions. In particular, the aforementioned action provides for the organization of a substantial number of audits by inspection teams, made up of labour inspectors and carabinieri operating in the various territorial structures of the Agency, assisted by IOM cultural mediators (International Organization for Migration), which has always been active in risk situations, both in the preparatory access phase, providing useful information for the actual planning of the same, and during the individual checks, breaking language barriers and facilitating the collaboration of the workers concerned. Moreover, throughout the duration of the project, IOM cultural mediators will collaborate with the territorial labour inspectorates of the target regions, also vis-à-vis actions not included in the duties of the special inspection task forces. To ensure that synergy between the mediators and the inspection personnel gives the pre-established results, guaranteeing in any case respect for respective competences, there will also be preparatory meetings for the planned inspection actions during which the inspectors will be able to clarify to mediators their roles, prerogatives, inspection techniques, and the documentation and information necessary to make inspections effective, in view also of possible subsequent judicial proceedings. Vice versa, the mediators will be able to illustrate to the inspectors the context in which the action takes place and the cultural and other aspects to be taken into consideration to optimize relations with the workers involved and encourage collaboration. Thanks to the exchanges with the inspection personnel, moreover, the cultural mediators will be able to acquire knowledge that can be used to inform migrants of the obligations imposed on employers, the rights that can be claimed and the procedures for obtaining protection, allowing the mediators to provide migrant labourers with concrete examples of regularization and show them paths that lead away from illegality, which can guarantee them a dignified existence. Before starting the activities, a kick-off meeting will take place, possibly to be replicated in all the regions where the inspection agency is expected to work (Calabria, Campania, Molise and Puglia), attended by representatives of local authorities, prosecution offices, local non-governmental organizations, communities of migrants involved, and representatives of the IOM and INL personnel involved in project actions; this event will	

Sub-Action 2: Facilitate the ending of illegal conditions, and the emergence of situations of serious labour exploitation in agriculture		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	illustrate the aims of the project and discuss and define the practical aspects required for proper and effective implementation of actions. Finally, after an initial cycle of inspections and for the purposes of carrying out an assessment of task-force results and implementing possible corrective actions, all project actors and other institutional and social entities involved, having already participated in the KICK OFF meeting, will take part in a MULTI-AGENCY ACTION SIMULATION EXPERIENCE, similar to those already trialled in other contexts, which, being based on situations actually occurring during the year, help the personnel involved to adopt the most suitable operating solutions to overcome any critical situations encountered, ensuring that the actions taken are as effective as possible. Given the operational autonomy of the Regional Labour Directorate in Sicily, the management of activities in the region will be provided by the Partner Region, responsible for the service.	
2.2	Enhancement of job access services and related inspections, information activities, documentation, research for claiming contractual rights and inclusion in the social security system, for workplace safety and migrant inclusion, activities to combat illegal work and illegal hiring through territorial multidisciplinary teams, and support for the Basilicata Region Centre for Migrant Cultures as per L.R.n.13/2016. The planned activities include: - development of an executive project involving regionally based information and awareness-raising measures - territorial actions and initiatives to raise awareness of the phenomenon of labour exploitation, the rights and duties of workers, and services and paths leading to emergence - printing of multilingual information leaflets - individualized listening and counselling sessions to encourage beneficiaries to use the system of regular job guidance services The activities will involve the region of Basilicata, focusing in particular on the areas with the highest density of migrants in illegal settlements and affected by the phenomenon of labour exploitation	Basilicata Region
2.3	The activity foresees the implementation of awareness-raising and engagement actions targeting employers and trade unions, to facilitate emergence, regularization and development of legality in the local labour market. The action aims to structure an organic service to prevent and combat exploitation, promoting the signing of standard labour contracts, using also trade union analysis of social security and contributory status. The planned actions include: - Organization of 5 focus groups for the participatory analysis and executive planning of the action - 10 territorial awareness-raising and active involvement workshops	- Puglia Region - Consorzio Nova - IOM - INPS

Sub-Action 2: Facilitate the ending of illegal conditions, and the emergence of situations of serious labour exploitation in agriculture		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	- Analysis of the needs of local small/medium enterprises and identification of measures that can help provide suitable answers - Formalization of agreements and memoranda of understanding The initiative, designed as an interregional system action will be managed by the Puglia Region with the technical support of Consorzio NOVA and the collaboration of IOM.	
2.4	Transport services to support work-related mobility, with actions focusing on individual and collective demand for mobility (individual vehicles such as bicycles and collective means such as minibuses), making use also of digital technologies. In addition to facilitating the management of logistics, these services provide opportunities to map flows of work-related journeys, reconstruct mobility maps and provide useful information for governance. The following actions are planned: - Development and dissemination of an App to facilitate management of individual and collective mobility (vehicle bookings, journey bookings, connections, ...) - Reconstruction of maps of major movements and experimentation of logistic coverage, - Purchase/rental of vehicles and design of individual and collective transport routes - Purchase and/or hire of vans for collective transport - Bike sharing services for individual mobility Facilitation of local public transport use through discounts on fares and/or season tickets	- Puglia Region - Campania Region - Basilicata Region - Calabria Region - Sicily Region - Consorzio Nova
2.5	The aim of this activity is to support and provide added value to the renewed regulatory framework established at national level in 2016 to prevent and combat the gangmaster phenomena and labour exploitation. To this end, a structured series of actions will provide for: - mapping of regulatory instruments and definition of administrative, organizational, and procedural courses of action required for effective implementation - the involvement of national and territorial institutions responsible for the management of the instruments and actions identified - the start-up of the above (e.g. start-up of network network of Agricultural Quality work RELAQ, start-up of job reservation lists, ...), and specifically measures to support the development of quality agricultural employment networks - regional and interregional discussion and exchange seminars The action will be carried out in the areas of all 5 regions and will be guided by the INPS, in accordance with its specific institutional competences	INPS Consorzio NOVA IOM

Expected outputs/deliverables Sub-Action 2:		
No.	Output (including unit of measurement and baseline value, where relevant)	Target Value
1	Planning of preparatory meetings for multidisciplinary inspection activities (labour inspectors, linguistic mediators, law enforcement)	1
2	Simulation of multi-agency actions combatting the gangmaster system and labour exploitation	1
3	Production of a short e-document for cultural mediators, illustrating some basic notions of the labour law, cases of illegal hiring and labour exploitation, and the most effective inspection and investigative methods to counter them	1
4	Production of a short e-document for labour inspectors illustrating basic information on migration issues and how to deal with cases uncovered during inspections	1
5	Quarterly reports of the inspection activities carried out by the competent authorities in the target areas	6
6	Reports analysing the internal dynamics of illegal settlements and characterization of those at the top	1
7	Minutes of meetings held by the multidisciplinary teams operating in the target areas, discussing critical issues and giving indications to improve the effectiveness and impact of the activities carried out	20
8	Executive project for regionally based information and awareness-raising measures	1
9	Printing of multilingual information leaflets	20.000
10	Regional services consisting of multidisciplinary mobile units	5
11	Individualized listening and counselling sessions to encourage use of the system of regular job guidance services	400
12	Territorial actions and initiatives to raise awareness of the phenomenon of labour exploitation, the rights and duties of workers, and emergence services and paths	2
13	Plan to enhance the Basilicata Region Migrant Culture Centre	1
14	Regional focus groups, instrumental in defining the most effective engagement procedures	5
15	Territorial awareness-raising and active involvement workshops. The meetings will focus on the development of shared territorially-based action strategies	10
16	Memoranda of understanding involving social partners, institutions and the third sector, aimed at ensuring coordinated and multi-level management models	5
17	Report analysing the needs of local small/medium enterprises, identifying actions that can provide adequate answers	1
18	App to facilitate management of individual and collective mobility (vehicle bookings, journey bookings, connections, ...)	1

Expected outputs/deliverables Sub-Action 2:		
19	Map of major movements and experimentation of logistic coverage	1
20	Regional services to support the individual and collective mobility of migrant workers engaged in agriculture - Purchase/rental of approximately 40 vans - Bike sharing service - Local public transport concessions (season tickets)	5
21	Quality agricultural job networks in target areas, through actions providing facilities and assistance/support to INPS regional directorates	7
22	Report on new tools and administrative paths to make anti-gangmaster regulations more effective and sustainable	1
23	Regional thematic seminars and interregional dialogue meetings	17
24	White Paper proposing concrete actions to consolidate national and regional policies to combat labour exploitation	1

Sub-Action 3: Actions for the social and economic inclusion of migrants, and their active participation in the social life of the communities		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
3.1	This activity involves the management of integrated assistance, treatment and rehabilitation actions aimed at promoting the health and social inclusion of legally staying migrants living in conditions of serious vulnerability in project target areas. The following initiatives are planned: - Development of shared guidelines for a new integrated psycho-socio-health care model for beneficiaries residing in illegal settlements - Organization of 5 training courses for social and health personnel on the specific protection needs of the target population and on specific cultural orientations - Start-up of mobile outreaching units and related multidisciplinary teams, operating also directly in the settlements - Identification of medical tools, operational protocols and specific actions for illegal settlements - Construction/opening of internal socio-sanitary areas for the health screening of adults and any minors present - Definition of individualized plans to take into care and provide socio-psycho-health assistance to individual members of the target population - Social & Health Literacy actions, which are vital if the target population is to increase its "capacity to listen to needs, obtain, process and understand basic health information and access the necessary services to make informed choices" - Publication of multilingual information leaflets to be distributed by	- Puglia Region - Campania Region - Calabria Region - Sicily Region - Consorzio NOVA

Sub-Action 3: Actions for the social and economic inclusion of migrants, and their active participation in the social life of the communities		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	mobile units in major illegal settlements, to be available also in the local services system It is important to underline that the management of the above actions will make it possible to achieve the following expected results: - The target population will have the opportunity to benefit from a scheme offering emergence, anamnesis and integrated social-health care services that are more accessible, timely, congruous and effective. - The start-up of mobile support units will be able to guarantee a process of global public social and health services, thanks also to the support given to the territorially competent government offices - The social workers and health staff of the public services and network organizations will acquire greater competence and knowledge of legislation on immigration and related implementing measures, of the cross-cultural dimension of these services, of migrant vulnerability, and of the burn out situations affecting operators in contact with migrants. - The collaborative network of public, private and social private services will achieve greater integration and have a new organizational and functional model providing greater effectiveness and efficiency to the implementation of the psycho-socio-sanitary procedures linked to the provision of care services The target population will be better informed about their rights and ways of accessing the services.	
3.2	The aim of this action is to implement 11 demonstration projects to support economic and housing self-sufficiency for the target population. The action will involve the implementation of redevelopment and regeneration projects targeting public agricultural properties, redeveloping rural settlements and regenerating them for the development of innovative residential and social farming projects. The areas identified for the pilot schemes concern 11 farms: 1. Basilicata Region - BOREANO (Municipality of Venosa) - (land reform), - Palazzo Gervasi, former tobacco mill (regional farm), - GAUDIANO LAVELLO (former reclamation consortium and ALSIA), - MFI.FI Struttura Incorporata (formerly ALSIA), - MARATEA (ex PANAFI), regional farm, - BERNALDA (formerly Agrobios), - SCANZANO (City of peace), 2. Puglia Region - Azienda Agricola Fortone (San Severo) - 2 abandoned farms belonging to the regions located in the municipalities of San Severo and Nardò. Making use of this network of government-owned farms will help address	- Puglia Region - Basilicata Region - Consorzio Nova

Sub-Action 3: Actions for the social and economic inclusion of migrants, and their active participation in the social life of the communities

No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	the problem of severe labour exploitation, by supporting local economic and social regeneration through the creation of collective co-habitation, learning and production places for the target population. The activities, to be carried out under EMAS resources (complementing the actions supported by the <i>PON Legalid</i>), are structured as follows: - Restructuring, re-functionalization and renovation of buildings, taking into account their dual function of providing migrant reception and co-housing, and of producing and processing agricultural products; - Supply of furnishings, tools, technologies and means for carrying out the planned activities (accommodation and agricultural production) - Actions to support business start-ups, conceived as tools for experimenting a new model of "impact finance". The proceeds generated by land cultivation and product processing will be reinvested to cover the costs of managing the co-housing structure, guaranteeing long-term sustainability; - The generation of new commercial and distribution channels based on the principle of fair price (action not financed by EMAS), restoring dignity and added value to agricultural work, and ensuring adequate remuneration and quality of employment; - The development of international cooperation projects (jointly managed by the Ministry of Foreign Affairs) in which the competences and modelling validated in the demonstration action can become a driver for development and cohesion in the countries of origin of the target population (action not funded by EMAS). We believe that this transnational dimension can bring about circularity in competences and collaborations, impacting immigration, not being limited to the mere management of flows but acting on the causes and determinants of the phenomenon. The initiative, thus, aims to provide physical infrastructure (restructuring and purchase of equipment) and intangible resources (human and social capital development), actions which can be used to create innovative solutions that work jointly on two synergistic dimensions: - The reuse of public real estate that is often abandoned or underused, which as such represents a cost for the community (even if only in terms of missed opportunities). The aim, then, is to produce an ideal transition, which might be termed "from heritage to asset", where heritage is typically what has been inherited from the past, and which produces wealth when it generates income and as such should only be protected and preserved. Asset, on the other hand, represents a dimension that is ripe for investment, to be used according to a business logic, not to preserve wealth but to generate it - generate social, economic and entrepreneurial value for target areas, not only by combating illegal employment, but through the development of	

Sub-Action 3: Actions for the social and economic inclusion of migrants, and their active participation in the social life of the communities		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	social capital, the creation of new quality jobs and the offer of decent housing solutions based on a co-housing model. The management of refurbished structures and farms will be assigned according to public procedures.	
3.3	The activity foresees implementing measures aimed at promoting qualified civil society and territorial community engagement, through the creation of opportunities for meeting, socializing, knowledge exchange and active involvement of native and regular migrant communities. An interregional storytelling contest will be organized on experiences of escaping the ghetto, managed within the framework of the project. Details of the planned initiatives are given below: - Design and implementation of a joint initiative for civic, social and cultural participation, to integrate formal/informal groups of migrants and the autochthonous population - Initiatives for the local communities to meet, discuss and get to know each other - Organization of events (theatre, film screenings, contests and symbolic events) to facilitate socialization and coexistence, embracing diversity - Actions to support local authorities in reviewing their policies in a participatory light Interregional contest "escaping the ghetto" and virtual storytelling exhibition on the best ways to do it	- Puglia Region - Campania Region - Sicily Region - Consorzio Nova

Expected outputs/deliverables Sub-Action 3		
No.	Output (including unit of measurement and baseline value, where relevant)	Target Value
1	Guidelines for the new integrated model of psycho-social and health care of the target population living in illegal settlements	1
2	Cooperative learning meetings involving social and health personnel on the specific needs of the target population in terms of safeguards and on specific cultural orientations	8
3	Regional outreaching services performed through mobile units and related multidisciplinary teams, operating directly also in the settlements	4
4	Start-up of health facilities, operating protocols and specific actions for primary social-health care, health screening of adults and any minors present	8
5	Individualized plans for taking care of and providing socio-psycho-health assistance to individual members of the target population	3.000
6	Regional actions for the social and health literacy of the target population, to increase their capacity to listen to their needs, obtain, process and understand basic health information and access the necessary services for informed choices	4
7	Multilingual information leaflets distributed by mobile units in major illegal settlements, to be made available also in the local services system	20.000

8	Executive project for the modelling of the 11 demonstration actions	1
9	Start-up of pilot schemes (8 in Basilicata, and 3 in Puglia) aimed at implementing co-housing projects and innovative social agriculture for the target population	11
10	Provision of material infrastructural (physical restructuring and purchase of equipment) and intangible resources (human and social capital development)	11
11	New entrepreneurial start-ups for migrants that are at present victims of labour exploitation, capable of generating impact finance for initiative sustainability	11
12	Creation of new sustainable and quality employment opportunities	90
13	Design and implementation of joint action to promote civic, social and cultural participation, to integrate formal/informal groups of migrants and the autochthonous population	3
14	Organization of events (theatre, film screenings, contests and symbolic events) to facilitate socialization and coexistence, embracing diversity	9
15	Actions to support local authorities in reviewing their policies in a participatory light	9
16	Interregional contest "escaping the ghetto" and virtual storytelling exhibition on the best ways to do it	1
17	Interregional report "From roots to wings": tools, paths and skills to promote the participation of migrants in the social, economic and cultural life of the areas in which they live	1

Sub-Action 4: Support the innovation of regional and interregional governance, and encourage effective government intervention models characterized by high social complexity

No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
4.1	The activity foresees an analysis of migratory flows, on a local and interregional basis, taking into account local specificities, focusing especially on agricultural and agri-food areas where illegality, exploitation, and indecent living conditions are widespread. The research project foresees two levels of implementation: - The interregional level provides stock and flow data concerning migrants affected by severe labour exploitation, highlighting also geographical mobility processes linked to the needs of the agricultural production system, as well as the methods and mechanisms used in the gangmaster hiring system - The regional level responds to the specific cognitive needs of target areas, filling gaps that condition the governance of the phenomenon. The aim of this action is to acquire qualitative and quantitative data to support the development of evidence-based policies, facilitating the design of strategies, tools and institutional pathways for preventing and combating the gangmaster system. To this end, the following actions are envisaged:	- Partner Regions - Consorzio Nova

Sub-Action 4: Support the innovation of regional and interregional governance, and encourage effective government intervention models characterized by high social complexity		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	- Field surveys, study visits, in-depth surveys, and semi-structured interviews - Target area mapping. - Info sheets on institutional and non-institutional actors specifically involved, qualitative and quantitative characteristics of presence in informal-abusive areas, description of competences, activities, roles and possible methods/functions for involvement in project activities - Drafting of an interregional analysis report systemising collected data and setting out possible strategic and operational indications Organization of a seminar to present the results of the inter-regional mapping action	
4.2	This action foresees the start-up of multidisciplinary teams to provide technical support to project partners, including the Special Government Commissioners appointed for the areas of Manfredonia (FG), San Ferdinando (RC) and Castelvoturno (CE) (competences now transferred to the territorially competent prefects) and the prefectures involved in the experimental protocol "Cura – Legalità – Uscita dal Ghetto". The teams will support the activities of the Special Commissions and the prefectures involved, offering a high degree of specialized and up-to-date knowledge on the topics covered in the proposal, providing community-based activities in informal settlements and other places at risk of exploitation to identify victims and refer them to supervisory bodies provided for in Italian legislation, guaranteeing continuous liaison between prefectures and project actions. In addition, the deployment of the seven regional teams will produce economies of scale, contributing to the activity of providing information and orientation to migrant workers at risk of exploitation and to the implementation of a survey and analysis of their formal, non-formal and informal competences. Specifically: - Start-up of 7 multidisciplinary teams operating in the target areas for the entire duration of the project at the service of local authorities and institutions - Definition of technical-executive projects for assistance and support actions Drafting of reports on the actions taken and the results achieved, to identify possible courses of action to improve the governance of the phenomenon.	- Partner Regions - IOM
4.3	Actions in support of decision making and the design of strategic, programmatic and operative hypotheses to promote the organizational and functional evolution of reception and integration services "in extreme emergency conditions and in the presence of migrants in a	- Ministry of Labour - Partner Regions - Consorzio Nova

Sub-Action 4: Support the innovation of regional and interregional governance, and encourage effective government intervention models characterized by high social complexity		
No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	situation of serious exploitation". To this end, it is expected that a national steering committee will be set up, involving the Ministry of Labour, the 5 regions and the project partners, including the participation of the ministries signing the Anti-gangmaster Memorandum (the Ministry of Labour and Social Policies, the Ministry of the Interior, and Ministry of Agricultural, Food, Forestry and Tourism Policies). A great many programming tools and resources are being used to counter the phenomenon of serious labour exploitation, in agriculture and in areas covered by the SUPREME project, which must necessarily be coordinated to ensure virtuous complementarity. The <i>PON Inclusione</i>, <i>PON Legalità</i> and regional ROPs (ESF, ERDF and EAFRD) envisage numerous actions, the effectiveness of which requires coordination and integration. To remove the risk of acting self-referentially, the national steering committee represents the central node of governance in which, starting with a shared reading of the phenomenon, a unified plan of action can be developed to systemize complementary actions. Actions planned within this activity include: - Drafting of a shared national steering committee work plan (mission, vision and activity; - Organization of 6 Interregional Steering Committee meetings, designed to develop social dialogue and complementarity in the planning of the initiatives undertaken by all the government offices involved. - Definition of a unitary programmatic framework, in which the different resources, strategies and actions managed by different actors can find their place within shared objectives and actions involving all the actors. Drafting of a political orientation document, in the form of a green book "ways out of the Ghetto": hypotheses, strategies and paths out of the emergency	
4.4	Actions aimed at capacity building and enhancing the competences of the various organizations participating in the Memorandum of Understanding on the anti-gangmaster system. 5 regional consultation groups and an interregional working group will be activated to develop policies, initiatives and measures to prevent and combat the serious labour exploitation of migrants. Particular attention will be placed on the involvement of the Special Government Commissioners appointed for the areas of Manfredonia (FG), San Ferdinando (RC) and Castelvoturno (CE) in synergy with the activities planned in task 4.2. Specifically: - the start-up of 5 regional operational consultation groups involving	- Partner Regions - Special Government Commissioners - Consorzio Nova

Sub-Action 4: Support the innovation of regional and interregional governance, and encourage effective government intervention models characterized by high social complexity

No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	the signatories of the anti-gangmaster memorandum and representatives of the social partners and the third sector, as well as local prefectures - the organization of 6 cooperative learning workshops of each of the 5 regional consultation groups - 3 interregional workshops for discussion, exchange and political dialogue - Drafting of programmatic documents systemising the elaborations, reflections and working hypotheses emerging from the workshops Actions to support and facilitate network discussion and institution building	
4.5	Measures in support of change management in government offices in a multi-level and multi-stakeholder light, enabling qualified and direct involvement of local communities. The initiative is not aimed merely at project governance but seeks to develop territorial infrastructure (network, relations, actors, resources, etc) to guarantee not only the preconditions, but also the active management of planned actions. To this end, technical project committees will be set up with the involvement of local stakeholders and highly specialized experts in the various project actions, to offer technical/administrative support to the municipalities/offices involved in project actions. Specifically, 10 territorial networks will be enhanced in the areas of Foggia, Lecce, Potenza-Matera, Caserta, Salerno, Reggio Calabria-Catanzaro, Cosenza, Ragusa and Palermo-Trapani. Thanks to actions generating enthusiasm, coordination, support and development of shared projects, coordinated by a community manager for each area, the networks will be in a position to engage in innovative co-planning, facilitating shared action and participatory assessment of the initiatives. The actions to be undertaken are detailed below: - The management of 10 extended local networks: local institutions, social partners, third sector, carrying out operational tasks and shared targeted actions - The organization of 10 territorial living labs (participatory programming laboratories, organized on a local basis and involving stakeholders) to develop change management hypotheses based on emerging social innovations - Drafting of 10 coordinated action plans on a local basis, developed in the framework of the territorial laboratories - Drafting of an interregional report on the social innovations emerging from the living labs Development of guidelines formalising the conditions for the transferability of the service model validated in the project framework. Provision of support services to regional government offices to improve	- Partner Regions - Consorzio Nova

Sub-Action 4: Support the innovation of regional and interregional governance, and encourage effective government intervention models characterized by high social complexity

No	Name and description of the activity (What, How, Where)	Applicant/ Co-applicant
	the governance of the phenomenon	

Expected outputs/deliverables Sub-Action 4		
No.	Output (including unit of measurement and baseline value, where relevant)	Target Value
1	Document setting out research methodology, with an appendix outlining fact-finding objectives, survey tools and analysis procedures	1
2	Regional analysis reports on phenomenological flows and stock, aimed at answering research questions specific to the different territorial contexts	5
3	Info sheets on institutional and non-institutional actors specifically involved, qualitative and quantitative characteristics of presence in informal-illegal areas	60
4	Interregional analysis report systemising collected data and setting possible strategic and operational indications	1
5	Seminar presenting the results of the inter-regional mapping initiative	1
6	Technical and executive assistance and support projects, developed by the multidisciplinary teams in the target areas	7
7	Report on actions taken and results achieved	1
8	Shared working plan (mission, vision and activities) drafted by the previously instituted national steering committee	1
9	Organization of 6 Interregional Steering Committee meetings, designed to develop social dialogue and complementarity in the planning of the initiatives undertaken by all the government offices involved	6
10	Definition of a unitary programmatic framework, in which the various resources, strategies and actions managed by different actors can find their place within shared objectives and actions involving all the actors	1
11	Green book "Ways out of the Ghetto": hypotheses, strategies and paths out of the emergency situation	1
12	6 cooperative learning laboratories for each of the 5 regional consultation groups, including the signatories of the anti-gangmaster memorandum and representatives of social partners and third sector at the regional level, as well as local prefectures	30
13	Interregional discussion and exchange workshops involving the 5 regional consultation groups	3
14	Programmatic documents systemising the elaborations, reflections and working hypotheses emerging from the laboratories (5 regional ed 1 interregional)	6
15	Extended local networks: local institutions, social partners, third sector carrying out operational tasks and shared targeted actions	10

16	Territorial living labs (participatory programming laboratories, organized on a local basis and involving stakeholders) to develop change management hypotheses based on emerging social innovations	10
17	Locally based coordinated action plans, developed in the framework of the territorial laboratories	10
18	Interregional report on the social innovations emerging from the living labs	1
19	Guidelines formalising conditions for the transferability of the services model validated within the project framework	1

5. Coordination mechanism with Authorities and other actors

The need to ensure the qualified and systematic engagement of all the authorities and actors operating specifically in the field of emergency actions can be seen in the structure of the partnership proposed in this application.

In addition to the Ministry of Labour and Social Policies, and to the 5 regional governments involved, the partnership will also include, after the signing of a formal agreement to join the project:

- National labour Inspectorate
- INPS
- IOM
- Consorzio Nova ONLUS (private partner selected through a competitive procedure)

These actors constitute the major institutional interlocutors in the specific target sector and fully represent the system of national competences for the public sector on the issue of labour exploitation.

Participation is even more qualified considering the active involvement of:

- Ministry of the Interior, in its capacity as the responsible authority for AMIF national programme 2014-2020
- Ministry of Agriculture, Food, Forestry and Tourism Policies (MIPAAF)

To ensure the most qualified engagement also of the social partners (trade unions and employers associations) and non-profit organisations, the proponents will be setting up specific multi-stakeholder "Local Working Groups" in the framework of project governance. The complexity of the phenomenon being targeted by this initiative requires the removal of any risk of self-referentiality in the planning and management of project actions. To this end, a consultative body is envisaged, involving a panel of stakeholders representing all active authorities and actors having responsibilities in this specific target area. It will also include organizations (at national and regional level) in the management of complementary actions, to ensure the best possible coordination of activities and resources.

From an organizational point of view, the project also responds to the operational needs of programming and management through:

- the univocal identification of functions, roles and tasks
- the implementation of a decision-making system promoting democratic and participatory leadership processes
- the adoption of an assessment model offering operational indications to modify implementation processes even if underway

The structure, designed to respond to the complexity of the initiative and ensure effective management, provides for:

1. Steering Committee, the governing body of the project, composed of representatives of each partner and under the direction of the Ministry of Labour (Lead Partner). It is responsible for general project direction and the monitoring and planning of activities, ensuring the active participation of the 5 regional governments in all phases of planning, direction and evaluation of activities.
2. Management Committee, chaired by the Puglia Region (coordinating partner) which is responsible for interregional technical, operational and administrative coordination of all project phases and actions. It ensures the proper and timely operational management of the project, as well as administrative and accounting transparency
3. Panel of Experts, convened on the basis of specific partnership needs, to qualify decision-making processes and contribute scientific and technical competences supporting all project management

phases. Composition will, therefore, vary, and may at times include external experts (from the institutional and social spheres) who can provide answers to emerging cognitive needs

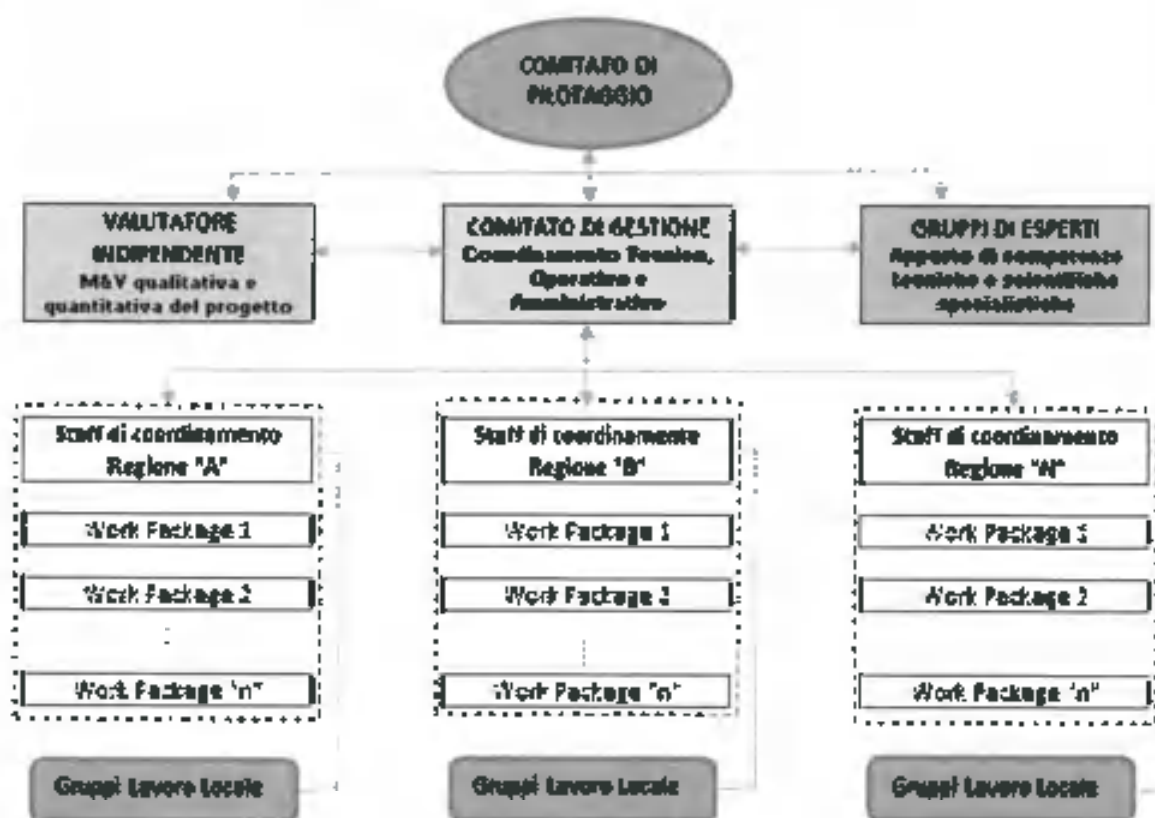
4. Independent assessor, responsible for all activities and qualitative-quantitative monitoring of all phases and actions. The assessor will interact with:
 - the Steering Committee to provide reports and strategies to improve the effectiveness of the initiative;
 - regional staff responsible for coordinating actions, to gather information and data relevant for M&E.

The position will be independent since the assessor will not be directly involved in the implementation of project actions.

5. Staff responsible for coordinating regional actions to be implemented in the target areas. To ensure compliance with governance and the specific morphology of the areas of the 3 project regions, they will each set up a specific multidisciplinary staff, to ensure effective, efficient and timely implementation of planned actions.
6. Local Working Groups, set up in the target areas to ensure the engagement of local actors in a multi-stakeholder light. The LWGs will be set up by making use of the local networks explicitly planned in a specific project activity, giving them an active and proactive role in the planning and start-up of the initiatives.

The project organization chart is shown below in diagram form.

ORGANIGRAMMA FUNZIONALE DEL PROGETTO



6. Potential risks and measures to mitigate them

First, it is important to underline that the difficulties and risks have been subjected to a careful assessment that has guided the development of the proposal, paving the way for the conditions, resources and competences needed to optimize its success.

The M&E system will also make it possible to ensure that the initiative is constantly followed up, supporting the implementation of planned activities through a process anticipating any risks and removing any impediments to pursuing the planned results.

Main risks and critical issues identified

RISK 1: the fact that the temporality/timeliness of initiatives is linked to the seasonality with which emergency situations arise: the activities must be scheduled in line with and adapted to the dynamics of the phenomenon and presence of migrants

Probability: average

Prevention/anticipation strategies: careful temporal planning of the initiatives, in line with the factors inherent to the dynamics of agricultural production, 18 months being required to ensure effective and efficient implementation of the actions (the initiatives need to be distributed over a period of two harvesting seasons)

Management strategy: urgent corrective actions, related to contingent management of unplanned situations

RISK 2: Target population opposed to or disinterested in actively participating in the activities

Probability: Low

Prevention/anticipation strategies: information, awareness raising, empowerment and intercultural mediation actions

Management strategy: Intensify mediation and awareness-raising activities, engagement of reception centres, and outreaching initiatives

RISK 3: delays in the execution of planned activities

Probability: low

Prevention/anticipation strategies: careful executive planning of activities, agreed with all partners and with the broader system of stakeholders

Management strategy: systematic monitoring of planned activities and review of executive plans

RISK 4: Difficulties in inter-institutional liaison, in a national, regional and local dimension that aims to guarantee the active participation of all stakeholders

Probability: low

Prevention/anticipation strategies: constant information exchange and qualified engagement of all the different actors

Management strategy: implementation of a valid strategy for the creation of consensus, instrumental in providing support to the development of a collaborative and constructive climate

RISK 5: less than optimal level of integration with the integrated system of local services

Probability: low

Prevention/anticipation strategies: targeted actions aimed at the engagement and enhancement of institutional relations, and partner networks

Management strategy: increase in actions to guide, inform and engage services and their respective liaison officers

RISK 6: Actions that are superfluous or duplicate similar and complementary actions being undertaken in target areas

Probability: low

Prevention/anticipation strategies: preliminary mapping and integrated programming between this proposal and the SUPREME PLUS project proposal (*PON Inclusiones*) and other target area actions and initiatives

Management strategy: supervisory and coordination meetings with the managers of similar projects to identify the best ways to integrate complementary actions

RISK 7: Lack of involvement and/or interest among social partners

Probability: Low

Prevention/anticipation strategies: orientation and awareness-raising actions to promote a culture of legality and dignified working conditions

Management strategy: integration of project activities with inspection and supervision authorities, and incentives to uncover illegal situations through complementary measures

7. Monitoring strategy

The project will have a specific qualitative and quantitative M&E system, in which methodological options will be formalized, as well as roles, tools and the procedures to be used in collecting and analysing information

The evaluation will take place on 3 levels:

- self-assessment, through the engagement of all partners and their respective operators in the collection, systematization and analysis of evaluation data
- independent evaluation, through an external assessor, who will coordinate data collection activities, guaranteeing quality and accurate information, adopting all the necessary measures to implement the evaluation strategy envisaged by the Fund
- hetero-evaluation, managed through a steering group set up to manage follow-up activities

All 3 levels will contribute to the interim and final reports to the European Commission, in accordance with the times and procedures provided for

M&E will also take into account 5 specific dimensions: counterfactual assessment, gender assessment, trans-cultural assessment, model transferability and sustainability, and results.

PCM methodology will be used, integrating M&E into the whole. The tools used include: minutes, individual user info sheets, satisfaction questionnaires, information-management system, and grids for data collection and systemisation, to be processed ad hoc

Thus, the monitoring and evaluation of the project will be guided by an "evaluation design", a conceptual plan accompanying it throughout its duration, which will:

- 1) detail what was done in the activity implementation timeframe, and the beneficiaries of the actions
- 2) judge whether and how much of what was done corresponds to project goals
- 3) explain why one determined activity is, or is not, working in the way expected.

As regards monitoring, specifically, a survey/check-list will be prepared ad hoc, to collect stock and flow data on quantitative aspects such as: *activities carried out, target population reached, human resources (number and profession of the operators involved) and finance used (% of resources spent/resources committed).*

The instrument will be managed by the project leader, involving, at regular intervals, all project partners in possession of such information. It is anticipated that activities will be intensified towards the closure of the year and at the conclusion of the experience.

Complementing the monitoring activities, evaluation will give a better idea of the effectiveness and efficiency of the project actions carried out, highlighting the extent to which planned objectives for change were concretely implemented, as well as the effective degree of involvement and participation of the target population and stakeholders.

Once the instruments have been identified and the monitoring data collection plan shared, the independent evaluator, in conjunction with the Steering Committee and the Management Committee, will explore and interpret the information collected, so as to form a judgment and illustrate possible strategies for improvement and possible replicability/transferability of the experiences in other contexts. As regards methodology, the focus will be on making the best use, in accordance with the mixed methods approach, of the complementarity between a standard and non-standard analysis, i.e. between an analysis based on structured analysis tools and data collection (quantitative and non-quantitative) and codified information and less structured tools/techniques, aimed at collecting purely qualitative information. This second case envisages in-depth interviews/focus groups, as well as providing physical places to encourage discussion and "personal" exchanges between the various entities involved, which will be managed through Open Space Technology (OST), especially appropriate in contexts characterized by large numbers and which aim to generate active participation.

With specific regard to the result indicators and the deliverables that will be subject to observation by the Monitoring and Evaluation System, it should be noted that these are analytically explained in the section "4.2 Specific objectives", wherein full details will be found.

In the event it should meet the requirements of the Ministry of Labour and the 5 Partner Regions, an impact assessment could be made on the basis of a counterfactual model.

It will be possible to measure the impact generated by the project through the use of mixed techniques and methods, focusing especially on "empowerment evaluation" and a counterfactual approach. In the first case, the purpose of the assessment will be to support the partnership in assessing its work in order to acquire lessons that can be transferred to other contexts; the analysis tools envisaged will mostly be self-assessment questionnaires. Instead, through counterfactual analysis, evaluation will aim to establish whether or to what extent the changes observed among the beneficiaries are to be attributed to their "exposure" to project activities. At the start of the project, it will be possible to create the pre-conditions for the adoption of a counterfactual approach by setting up an "experimental group" composed of a random sample of the target population and a "inspection group" made up of a random sample of people not targeted by the project activities. Within each group, the same variables will be analysed, which, examined at a set period of time, will show to what extent the initiative actually did produce the observed changes.

The formulation of the procedures and methods for the collection and interpretation of data in the project implementation phase will enable the partnership to develop the necessary competence to assess the impacts generated by the project at the end of the project.

Furthermore, an external and independent auditing service of recognized and proven international experience will be set up by a specific external certification company.

8. Visibility, Communication and Information

Faced with the challenges of immigration, it is important today, more than ever before, that all the actors involved in migratory impacts (migrants first and foremost, public institutions at national and local level, industry, civil society) make use of the sphere of communication. A sensible and objective public announcement is also a strategic tool for governing the phenomenon of migration and the inclusion of migrant citizens, especially those most vulnerable to exploitation and social exclusion.

Thus, the communication strategy that we are proposing in this project is based on:

- 1) The variety of target groups to be reached and involved in the activities. The approach adopted will be intercultural (research activities, training courses, collaboration between the local media and intercultural media in the 5 regions, media education laboratories, etc.), bottom-up (storytelling, YouTube video presentations, texts, articles on the autobiographical experiences of migrants), and multi-channel and multimedia information (to guarantee the target group receives a constant flow of information, vital for their living conditions, that is understandable linguistically and accessible digitally).
- 2) The need to involve stakeholders. Use will be made of project website tools, newsletters, social media profiles (LinkedIn, YouTube, Facebook), the websites of the various platforms already implemented at national and regional level, thematic events and seminars.
- 3) Policy and decision makers. An interregional and regional lobby strategy will be drawn up with ad hoc meetings and targeted information flows, instrumental in the formalization of collaboration agreements.
- 4) The need to support the implementation and transferability of pilot schemes with appropriate communication tools. The highly innovative experiences that will be implemented at interregional and regional level will be publicized in articles, publications, a multimedia narrative of the experience, and by participation in external thematic events;
- 5) The importance of highlighting and publicizing the solutions experimented in the project and giving visibility to the results achieved. This will be done via press conferences, technical meetings and detailed reports monitoring the impact of these activities.
- 6) It will be essential to design a specific campaign against the gangmaster system (the central goal of our project) providing information, raising awareness and creating solid intercultural inclusion. A multi-level campaign (involving universal mass-media communication in the 5 campaign regions, aimed at different stakeholders - schools, businesses, local authorities, local migrant communities) with specific local communication initiatives, especially in field trial areas, with first- and second-generation migrants, families, and citizens.
- 7) The necessary liaison with the other area programs (national and regional AMTF), and *PON Inclusion* (for the 5 southern regions), will produce a strong impact in terms of communication, promoting the vertical and horizontal mainstreaming of results. This action will be developed by means of a project kick-off conference, seminars at national and regional level, and a final conference on the results achieved during the project.

Specifically, in relation to the above points, the following outputs will be delivered:

- 1 interregional research activity concerning mass media communication on the gangmaster system
- 18-hour interregional training activity for journalists and communication experts on the gangmaster system
- 5 workshops (1 per region) on media education (12 hours each)
- 10 storytelling activities (2 per region) on autobiographical experiences of migrants
- 1 creation of a dedicated YouTube channel

- 10 articles on the subject
- 1 website and social media (LinkedIn, YouTube, Facebook, Instagram), and a section dedicated specifically to the gangmaster system and the policies combatting it, to be launched on the national portal www.integrazionemigranti.gov.it made available expressly by the Ministry of Labour
- 1 multilevel information campaign raising awareness of the gangmaster system
- Production of materials and information leaflets for the target group (in different languages)
- 1 project kick-off conference (national)
- 1 final conference (national)
- 5 regional seminars

9. Information Concerning Other Organisations Participating in the Implementation of the Action as Co-Beneficiaries

Co-Beneficiary Name	Type-Legal Status NGO, IOs, other
Puglia Region	PA
Basilicata Region	PA
Campania Region	PA
Calabria Region	PA
Sicily Region	PA
National Labour Inspectorate	PA
Regional Directorates of the INPS (of the 5 Regions)	PA
IOM	IO
Consorzio Nova	NGO

10. Information Concerning Subcontracting (If Applicable)

The assignments mostly regard the acquisition of specialized skills, which primarily concerns the need to find the excellence required to enhance the management of planned actions. Specifically:

- The implementation of services functional to the management of processes aimed at removing the need for large informal/illegal settlements;
- Qualified support to find ways to break free from the processes of illegality, promoting the emergence of the target population from serious situations of labour exploitation
- The purchase of specialist services for the management of ways out of the emergency situation;
- Support for content and project management of the action, aimed at ensuring maximum integration with the local services system and with any other similar and complementary initiatives;
- Project communication will be managed by an external organisation with specific competences, experience and skills.

In addition, other activities that are purely instrumental and ancillary will also be assigned, as analytically set out in the project budget, which is an integral part of this grant application. These

mainly concern logistics and supply services connected with the implementation of the planned activities.

With explicit regard to the modalities for managing the Project, it should be noted that in addition to assigning tasks to outside parties, use will also be made of competitive procedures, notice of which will be issued by the regional government responsible for the start-up of specific instruments, such as vouchers, incentives and gifts granted to the target population to guarantee the implementation of specific paths towards emergence and self-sufficiency.

These will be directed at entities authorized and/or accredited at regional level in the specific project target sectors.

11. Information Concerning Equipment (if applicable)

The project does not require specific infrastructure tools to be paid by the budget in terms of equipment needed to implement activities.

However, they are extremely important for the implementation of demonstrative actions, whose sustainability will allow us to innovate models and strategies to combat situations of severe labour exploitation of migrants.

Specifically:

- equipment needed to set up and run pilot farms for co-production and co-housing of the target population;
- Hardware and software for the start-up and operation of the Centre for Migrant Cultures, dedicated to the management of monitoring, inspection, inclusion, and anti-gangmaster initiatives

Specific details are listed in the analytical budget attached to this grant application.

12. Other potential sources of funding & complementarity with other actions

The project proposal is complementary to three fundamental ways:

1. Complementarity with national programs, specifically:

- The memorandum of understanding "against the gangmaster system and labour exploitation in agriculture", signed on 27.05.2016
- Law 199 of 29 October 2016 "provisions to combat the phenomena of undeclared work and labour exploitation in agriculture, and for the realignment of earnings in the agricultural sector"
- Work coordinated by the Ministry of Labour and Social Policies in the framework of the National Anti-gangmaster Coordination Committee
- At the operational discussion table for the definition of a new strategy to combat the gangmaster system and labour exploitation in agriculture, established by Article 25 quater of Law 17/12/2018, no. 136 (converted into law of Legislative Decree 119 of 10/23/2018) containing urgent fiscal and financial provisions, which envisaged the General Directorate of Immigration and Integration Policies would guarantee the support of a secretariat
- As part of the Structural Reform Support Program 2017-2020, the European Commission has approved the project presented by the General Directorate of Immigration and integration policies of the Ministry of Labour and Social Policies aimed at combatting the phenomenon of labour exploitation, in particular in the agricultural sector (so-called 'Caporalato' or Gangmaster system), as part of the process of setting up the Interinstitutional Discussion Table. (Support to the reinforcement of inter-institutional governance in the field of labour exploitation). This project

aims to facilitate the coordination of policies and actions enacted by the various competent government offices, at central and local level, promoting collaboration with economic and social partners and third sector entities, supporting the implementation of Law no. 199/2016 and the action taken by the Government with regard to the gangmaster system and the dignity of work (DL 12 July 2018 no.87). The planned actions, which will be cover a period of 14 months, will focus both on supporting the start-up phase and follow-up of the work of the "Operational discussion table for the definition of a new strategy to combat the gangmaster system and labour exploitation in agriculture", and on identifying and disseminating information on existing good practices, work methods and tools. The European Commission is currently defining the contracting out of the Provider identified for technical assistance actions

- The Memorandum of Understanding between the 5 regions of the South and the partners in this grant application, signed following the planning actions in Com.In. 2.0 and Com.In. 3.0 carried out under EIF 2007-2013 and AMIF 2014-2020. The project proposal is an instrument that can help implement concretely the national regulatory provisions and agreements signed. It also provides for specific local multistakeholder working groups, in which to involve, amongst others, the signatories of the memorandum of understanding.

2. Complementary to the series of interdisciplinary initiatives for the integration of migrants, programmed on the basis of several regional legislative acts and plans, such as:

- Puglia Region Resolution of 12 January 2018, no. 6 "three-year immigration plan 2016/2018 - 2016/2020 Planning".
- Campania Regional Law of 09/04.1990, no. 17, and the relative annual plan
- Basilicata Regional Law of November 23rd 2016, no. 13 "Rules for the reception, protection and integration of migrant citizens and refugees"
- Calabria Regional Law of 12 June 2009, no. 18 "Reception of asylum seekers, and refugees, and the social, economic and cultural development of local communities"

These provisions not only define the inter-institutional governance model of the migration phenomenon, but also regulate specific instruments, financial allocations and action plans which can be profitably integrated with this grant application, giving added value to the numerous initiatives;

3. Complementary to other initiatives, and actions co-financed at territorial level, specifically:

- *Public Call No. 1/2019* for the presentation of projects to be funded under the Asylum, Migration and Integration Fund 2014-2020 - OS2 Integration/legal migration - ON2 Integration, and under the European Social Fund, National Operational Program PON "Inclusion" 2014-2020 Axis 3 - Investment Priority 91 - Specific Objective 9.2.3. Under Action III - Preventing and combating of undeclared work and exploitation in the agricultural sector - **PROJECTS FOR PREVENTING AND COMBATTING WORK EXPLOITATION IN AGRICULTURE**. The Call, launched by the Ministry of Labour and Social Policies, General Directorate of Immigration and Integration Policies - provides for a total budget of € 23,000,000.00, aimed at promoting conditions of regular employment, combatting the phenomenon of labour exploitation in agriculture (the so-called gangmaster system) through financing of integrated projects, aimed at taking care of victims or potential victims of exploitation and their inclusion/reintegration into society and employment, by providing support and retraining opportunities for the acquisition of skills for the target sector (agriculture). The projects, in particular, will encourage the involvement of persons who value the social function of agriculture
- The **Più Supreme Project**, assigned by the General Directorate of Immigration and Integration Policies of the MLSP to the five less developed regions (Basilicata, Calabria, Campania, Puglia

and Sicily), amounting to 12,799,860 euros under the European Social Fund-*PON Inclusion* to implement actions to prevent undeclared work and combat the gangmaster system, focusing on resources and services for migrant workers legally staying in Italy and subjected to serious labour exploitation, particularly in agriculture. The actions will focus on the social and economic integration of migrants, as well as on active participation in the social life of the communities. The Convention with the Puglia Region, the lead partner, was signed on 8 March 2019, and the activities are in the start-up phase. Più Supreme is strictly complementary to the Supreme project, based on synergy between the two funds, so as to optimize the use of resources and not create overlaps in the actions. It is important to underline that they have been the object of a precise integrated programming by the proposer, based on the following assumptions:

- The origin of the different sources of financing, so that support can be given for the implementation of different types of actions, albeit contiguous from an operational point of view;
 - The typologies of the different costs eligible for AMIF and ESF resources
 - The need to build a unitary and interregional action plan, so that the two initiatives, can be implemented without losing sight of the organic nature of the various planned actions, ensuring coordination, integration and interoperability;
 - The need to activate methodological and operational "bridges", enabling individual beneficiaries to benefit from the various initiatives planned, in compliance with the principle of the centrality of the person and global management.
- The *Public Call* for the promotion of regular work in agriculture and the fight against exploitation and the gangmaster system, published by the Directorate General of Immigration and Integration Policies of the MLSP on 21 January 2019. The Call concerns the presentation of projects to be funded under the Asylum, Migration and Integration Fund (AMIF) 2014-2020, and the European Social Fund - National Operational Program "Inclusion" 2014-2020, in line with a principle of geographical complementarity. The aforementioned Call aims to promote conditions for regular employment, combating the phenomenon of labour exploitation in agriculture by funding territorial projects aimed at taking care of the victims or potential victims of exploitation and at including/reintegrating them into social and working life. The Call takes into account of the results of the public consultation which took place from 3 December 2018 to 17 December 2018 on the portal <http://www.integrazionemigranti.gov.it>, which involved third sector entities, organizations, as well as workers' and employers' associations. Within the projects financed by the Notice, the social partners, will have the role of obligatory partners. One of the main concerns that came to light from the consultation was the priority to be given to the improvement of employment services which, together with the actions focused on housing and transport conditions, is a fundamental aspect, also in terms of preventing illegal hiring and irregular work. In the light of the wide interest shown in the Call in question, the final deadline for the presentation of the project proposals was extended to May 6, 2019 and the Evaluation Committee is now examining the entries.
 - The initiatives being financed in the different regions, specifically the multi-action public notice no. 1/2018 for the presentation of projects to be funded under the Asylum, Migration and Integration Fund (AMIF) 2014-2020 - OS2 Integration/Legal Migration - ON2 Integration - to consolidate regional action plans for the integration of third country nationals. IMPACT: Integration of Migrants with locally co-planned policies and actions. Regional action plans, specifically work packages 2, 3 and 4, to:
 - Promote access to integration services

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- Improve qualified information services, through regional and territorial communication channels
- Promote the active participation of migrants in economic, social and cultural life, making use, also, of the contribution of associations
- Initiatives financed in the different regions, specifically public notice no. 2/2018 for the presentation of plans to support the integration of migrants into the labour market, financed under the Asylum, Migration and Integration Fund 2014-2020 - OS2 Integration/Legal migration - ON2 Integration - PRIMA: PRoject for the Integration of MigrAnts into the labour market. Regional support plans will enhance capacity to engage with migrants and involve them in a broad range of labour policies in line with the needs, expectations and professional abilities of the migrants, and with the needs of the local production system.
- The capacity building activities envisaged in "COM. & IN. Skills for Integration in Europe", financed under the public notice for the presentation of projects to be funded under the Asylum, Migration and Integration Fund 2014-2020 - Specific Objective 2 "Integration/Legal Migration" - National Objective 3 "Capacity building" - "Promotion of actions for the social and economic inclusion of third country nationals, developed in Italy and in other Member States". The action envisages the participation, as a partner, of the 5 regions of Puglia, Campania, Calabria, Sicily, and Basilicata, and will be managed by the proponent consortium, Nova, as lead partner.
- The initiatives authorized to be funded in the different regions, with specific reference to the public notice "Regional Plans for civic and linguistic education of third-country nationals 2018-2021", under the Asylum, Migration and Integration Fund 2014-2020 - OS2 Integration/Legal migration - ON2 Integration. The actions aim to promote language learning for legally staying third-country nationals, since knowledge of the language represents a fundamental tool for social inclusion and the exercise of the rights and duties of third-country nationals, for the purposes of promotion of civil coexistence in the host society
- Actions in the planning phase by the regions involved, under *NOP Legality Legalisti*. These initiatives provide interesting synergies and complementarity with this grant application, and will help increase the impact that can be achieved through the implementation of the activities. On the basis of the ongoing negotiation process with the Ministry of Interior (NOP managing authority), the resources in the planning phase amount to about 35 million euros:
 - Puglia Region: € 11,200,000.00
 - Basilicata Region: € 8,000,000.00
 - Campania Region: € 5,800,000.00
 - Sicily Region: € 6,584,000.00
 - Calabria Region (no less than 5 million euros, in the definition phase with the Management Authority)
- Actions being developed by the 5 regions involved, under the 2014-2020 *PON Inclusione*. The resources allocated by the Managing Authority (Ministry of Labour and Social Policies - General Directorate for Combating Poverty and Social Planning) amount to €12,774,000.00, broken down as follows:
 - Puglia Region: € 4,100,000.00
 - Basilicata Region: € 768,000.00
 - Campania Region: € 3,296,000.00

- Calabria Region: € 1,350,000.00
- Sicily Region: € 3,260,000.00
- The projects in support of active inclusion and the new REI - inclusion income (if meeting the conditions), which are having a significant impact on the migrant population and which will offer qualified integration opportunities.
- The start-up of other projects that may be planned and financed directly by the 5 regional administrations involved, under ROP ESF and ERDF 2014-2020, which in the framework of TO 8 (RA 8.4 "Increasing migrant employment") and 9, dedicated to employability and social inclusion, have the following specific objectives and expected results:
 - increase in the employment of migrants, through professional skills development, the recognition of qualifications acquired in the country of origin, and support for business creation and self-employment, including transfer of undertakings.
 - Promotion of integrated projects and multidisciplinary actions, instrumental in ensuring full migrant social integration

Similar action that has been awarded funding in the last 2 years:

Ministry of Labour and Social Policies

Year	Funding instrument/ programme - Donor	Reference number and title of the action	Amount Awarded (Euro) ¹
2019	Structural Reform Support Programme 2017-2020	Support to the reinforcement of inter-institutional governance in the field of labour exploitation	La Commissione Europea contrattualizzerà direttamente il Provider selezionato per un importo pari a € 300.000
2017	ICMPD - International Centre for Migration Policy development	D.O.M.D.E. - Development of Moldovan Diaspora Entrepreneurship	€ 421.464,85
2012	European Commission	Faciliter une gestion responsable et efficace de la migration circulaire de travailleurs mauriciens vers l'Italie	2012

Puglia Region

Year	Funding instrument/ programme - Donor	Reference number and title of the action	Amount Awarded (Euro) ²
2016-2017	Department for Equal Opportunities -	La Puglia Non Tratta - Insieme per le vittime/ Emersioni e prima accoglienza	€ 1.299.978,99

¹ If the funding was awarded to a partnership, only the amount awarded to the Applicant/Co-applicant should be noted

² If the funding was awarded to a partnership, only the amount awarded to the Applicant/Co-applicant should be noted

Year	Funding instrument/ programme - Donor	Reference number and title of the action	Amount Awarded (Euro)2
	Presidency of the Council of Ministers	per persone vittime di tratta	
2017	Ministry of the Interior (FAMI)	Com.In.3.0 - Competenze per l'Integrazione / Capacity Building	€ 24.600,00
2017	Ministry of the Interior (FAMI)	Caronic Best Practice / Mediazione interculturale per favorire l'accesso degli immigrati ai servizi pubblici	€ 0,00
2017-2018	Ministry of the Interior (FAMI)	Progetto "La Puglia non tratta - insieme per le vittime" /Emersione e prima accoglienza per persone vittime di tratta	€ 1.790.000,00
2017-2018	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	Puglia INTEGRA azione 2 /Promozione per l'accesso ai servizi per l'integrazione	€ 333.000,00
2017-2018	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	Puglia INTEGRA azione 3 / Servizi di informazione qualificata, attraverso canali regionali e territoriali di comunicazione	€ 94.000,00
2017-2018	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	Puglia INTEGRA azione 4 / Promozione della partecipazione attiva dei migranti alla vita economica, sociale e culturale, anche attraverso la valorizzazione delle associazioni	€ 120.000,00
2018-2020	Ministry of the Interior (FAMI)	COM&IN - Competenze per l'Integrazione in Europa/Capacity Building	€ 72.510,00
2018-2020	Ministry of the Interior (FAMI)	Prevenzione 4.0 / Accesso ai servizi sanitari	€ 45.000,00
2018-2020	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	IMPACT: Integrazione dei Migranti con Politiche e Azioni Co-progettate sul Territorio	€ 49.100,00

Campania Region

Year	Funding instrument/ programme - Donor	Reference number and title of the action	Amount Awarded (Euro)3
2017	Ministry of the Interior (FAMI)	Com.In.3.0 - Competenze per l'Integrazione / Capacity Building	€ 37.200,00
2017-2018	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	Campania In Azione 02 / Promozione per l'accesso ai servizi per l'integrazione	€ 36.726,00
2018-2020	Ministry of the Interior (FAMI)	COM&IN – Competenze per l'Integrazione in Europa / Capacity Building	€ 37.810,00

Basilicata Region

Year	Funding instrument/ programme - Donor	Reference number and title of the action	Amount Awarded (Euro)4
2017	Ministry of the Interior (FAMI)	Com.In.3.0 - Competenze per l'Integrazione / Capacity Building	€ 24.600,00
2018-2020	Ministry of the Interior (FAMI)	COM&IN – Competenze per l'Integrazione in Europa / Capacity Building	€ 37.810,00

Calabria Region

Year	Funding instrument/ programme - Donor	Reference number and title of the action	Amount Awarded (Euro)5
2017	Ministry of the Interior (FAMI)	Com.In.3.0 - Competenze per l'Integrazione / Capacity Building	€ 12.000,00
2017	Department for Equal Opportunities - Presidency of the Council of Ministers	Progetto INCIPIT/Interventi per l'emersione e la presa in carico delle vittime di tratta	€ 1.000.156,00
2017-2018	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies	Calabria Accoglie /Promozione per l'accesso ai servizi per l'integrazione	€ 87.000,00

3 If the funding was awarded to a partnership, only the amount awarded to the Applicant/Co-applicant should be noted

4 If the funding was awarded to a partnership, only the amount awarded to the Applicant/Co-applicant should be noted

5 If the funding was awarded to a partnership, only the amount awarded to the Applicant/Co-applicant should be noted

Year	Funding instrument/ programme - Donor	Reference number and title of the action	Amount Awarded (Euro)5
	(FAMI)		
2017-2018	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	Calabria Accoglie / Servizi di informazione qualificata, attraverso canali regionali e territoriali di comunicazione	€ 140,000.00
2018-2020	Ministry of the Interior (FAMI)	COM&IN - Competenze per l'Integrazione in Europa / Capacity Building	€ 37.810,00
2018-2020	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	Calabria Accoglie 2.0 /Promozione per l'accesso ai servizi per l'integrazione	€ 47,000.00

Sicily Region

Year	Funding instrument/ programme - Donor	Reference number and title of the action	Amount Awarded (Euro)6
2017	Ministry of the Interior (FAMI)	Com.In.3.0 - Competenze per l'Integrazione / Capacity Building	€ 24.600,00
2017	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	Promozione dell'accesso ai servizi per l'integrazione; Servizi di informazione qualificata, attraverso canali regionali	€ 1.206,000.00
2018-2020	Ministry of the Interior (FAMI)	COM&IN - Competenze per l'Integrazione in Europa / Capacity Building	€ 37.810,00
2018-2020	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	PRISMA Piano Regionale Integrato per una Sicilia Multiculturale e Accogliente	€ 113.00,00

6 If the funding was awarded to a partnership, only the amount awarded to the Applicant/Co-applicant should be noted

Consorzio NOVA

Year	Funding instrument/ programmes - Donor	Reference number and title of the action	Amount Awarded (Euro)⁷
2017	Ministry of the Interior (FAMI)	Com.In.3.0 - Competenze per l'Integrazione / Capacity Building	€ 664.010,00
2017-2018	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	Campania In Azione 02 / Promozione per l'accesso ai servizi per l'integrazione	€ 345.563,00
2017-2018	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	Puglia INTEGRA azione 2 / Promozione per l'accesso ai servizi per l'integrazione	€ 294.269,30
2017-2018	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	Puglia INTEGRA azione 3 / Servizi di informazione qualificata, attraverso canali regionali e territoriali di comunicazione	€ 83.540,00
2017-2018	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	Puglia INTEGRA azione 4 / Promozione della partecipazione attiva dei migranti alla vita economica, sociale e culturale, anche attraverso la valorizzazione delle associazioni	€ 105.640,00
2018-2020	Ministry of the Interior (FAMI)	COM&IN – Competenze per l'Integrazione in Europa / Capacity Building	€ 507.750,00
2018-2020	Ministry of the Interior (FAMI)	Prevenzione 4.0 / Accesso ai servizi sanitari	€ 355.960,00
2018-2020	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies	IMPACT: Integrazione dei Migranti con Politiche e Azioni Co-progettate sul Territorio	€ 662.252,30

⁷ If the funding was awarded to a partnership, only the amount assigned to the Applicant/Co-applicant should be stated

	(FAMI)		
2018-2020	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	Calabria Accoglie 2.0 /Promozione per l'accesso ai servizi per l'integrazione	€ 364.618,00
2018-2020	Delegated Authority of the Ministry of Labour and Social Policies - Directorate General for Immigration and Integration Policies (FAMI)	PRISMA Piano Regionale Integrato per una Sicilia Multiculturale e Accogliente	€ 574.200,00
2018-2020	Department for Equal Opportunities - Presidency of the Council of Ministers	"Interventi pilota per la creazione di tavoli e network di stakeholder coinvolti a diverso titolo con le comunità RSC, al fine di favorire la partecipazione dei Rom alla vita sociale, politica, economica e civica"	€ 451.630,00

International Organization for Migration (IOM)

Year	Funding instrument/ programme - Donor	Reference number and title of the action	Amount Awarded (Euro)8
2017-in corso	Ministry of the Interior (FAMI)	Aditus / Orientamento legale ai migranti e richiedenti asilo in arrivo via mare, individuazione e segnalazione dei casi vulnerabili (vittime di tratta, sfruttamento lavorativo, casi sanitari etc.), formazione degli operatori dei centri	€ 6.500,000.00
2018	Ministry of the Interior (FAMI)	Un passo avanti nella governance e verso l'integrazione /Supporto tecnico alla Prefettura di Ragusa nel coordinamento delle iniziative locali per la prevenzione dello sfruttamento lavorativo dei migranti; formazione ai datori di lavoro	€ 126.098,00

8 If the funding was awarded to a partnership, only the amount awarded to the Applicant/Co-applicant should be noted

ANNEX II — GENERAL CONDITIONS

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PART A — LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 — DEFINITIONS

The following definitions apply for the purpose of the Agreement:

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

‘Breach of obligations’: failure by a beneficiary to fulfil one or more of its contractual obligations. **‘Confidential information or document’**: any information or document (in any format) received by either party from the other or accessed by either party in the context of the implementation of the Agreement that any of the parties has identified in writing as confidential. It does not include information that is publicly available.

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

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

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

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

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

‘Grave professional misconduct’: a violation of applicable laws or regulations or ethical standards of the profession to which a person or entity belongs, or any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.

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

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

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

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

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

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

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

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

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

ARTICLE II.2 — GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES

II.2.1 General obligations and role of the beneficiaries

The beneficiaries:

- (a) are jointly and severally liable for carrying out the *action* in accordance with the Agreement. If a beneficiary fails to implement its part of the *action*, the other beneficiaries become responsible for implementing this part (but without increasing the *maximum amount of the grant*);
- (b) must comply jointly or individually with any legal obligations they are bound by under applicable EU, international and national law;
- (c) must make appropriate internal arrangements to implement the *action* properly. The arrangements must be consistent with the terms of the Agreement. If provided for in the Special Conditions, those arrangements must take the form of an internal cooperation agreement between the beneficiaries.

II.2.2 General obligations and role of each beneficiary

Each beneficiary must:

- (a) inform the coordinator immediately of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the *action*;
- (b) inform the coordinator immediately:
 - (i) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
 - (ii) of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name, address or legal representative;
 - (iii) of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, including for its affiliated entities;
- (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 required for audits, checks or evaluations as provided for in Article II.27.
 - (iii) any other information to be provided to the Commission under the Agreement, except if the Agreement requires such information to be submitted directly by the beneficiary.

II.2.3 General obligations and role of the coordinator

The coordinator:

- (a) must monitor the implementation of the *action* in order to make sure that the *action* is implemented in accordance with the terms of the Agreement;
- (b) is the intermediary for all communications between the beneficiaries and the Commission, except if provided otherwise in the Agreement. In particular, the coordinator:
 - (i) must immediately inform the Commission:
 - of any change in the name, address, legal representative of any of the beneficiaries or of their affiliated entities;
 - of any change in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of their affiliated entities;
 - of any events or circumstances of which the coordinator is aware, that are likely to affect or delay the implementation of the *action*;

- of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, for any of the beneficiaries or their affiliated entities.
- (ii) is responsible for supplying the Commission with all documents and information required under the Agreement, except if provided otherwise in the Agreement itself. If information is required from the other beneficiaries, the coordinator is responsible for obtaining and verifying this information before passing it on to the Commission;
- (c) must make the appropriate arrangements for providing any financial guarantees required under the Agreement;
- (d) must draw up the requests for payment in accordance with the Agreement;
- (e) if it is designated as the sole recipient of payments on behalf of all of the beneficiaries, it must ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;
- (f) is responsible for providing all the necessary documents required for checks and audits initiated before the payment of the balance or documents required for evaluation as provided for in Article II.27.

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

ARTICLE II.3 — COMMUNICATION BETWEEN THE PARTIES

II.3.1 Form and means of communication

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

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

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

II.3.2 Date of communications

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

Email is considered to have been received by the receiving party on the day of dispatch of that email, provided that it is sent to the email address indicated in Article I.7. The sending party must be able to prove the date of dispatch. If the sending party receives a non-delivery report,

It must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Commission using the postal or courier services is considered to have been received by the Commission on the date on which it is registered by the department identified in Article L7.2.

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

ARTICLE II.4 — LIABILITY FOR DAMAGES

II.4.1 The Commission may 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.4.2 Except in cases of *force majeure*, the beneficiaries must compensate the Commission for any damage it sustains as a result of the implementation of the *action* or because the *action* was not implemented in full compliance with the Agreement.

ARTICLE II.5 — CONFLICT OF INTERESTS

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

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

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

ARTICLE II.6 — CONFIDENTIALITY

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

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

II.6.3 The confidentiality obligations do not apply if:

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

(c) the disclosure of the *confidential information or documents* is required by law.

ARTICLE 11.7 — PROCESSING OF PERSONAL DATA

11.7.1 Processing of personal data by the Commission

Any personal data included in the Agreement must be processed by the Commission in accordance with Regulation (EU) No 2018/1725.¹

Such data must be processed by the data controller identified in Article 1.7.1 solely for implementing, managing and monitoring the Agreement or to protect the financial interests of the EU, including checks, audits and investigations in accordance with Article 11.27.

The beneficiaries have the right to access, rectify or erase their own personal data and the right to restrict or, where applicable, the right to data portability or the right to object to data processing in accordance with Regulation (EU) No 2018/1725. For this purpose, they must send any queries about the processing of their personal data to the data controller identified in Article 1.7.1.

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

11.7.2 Processing of personal data by the beneficiaries

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

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

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

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

¹ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

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

ARTICLE II.8 — VISIBILITY OF UNION FUNDING

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

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

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

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

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

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

II.8.2 Disclaimers excluding Commission responsibility

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

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

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

II.9.1 Ownership of the results by the beneficiaries

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

II.9.2 Pre-existing rights

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

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

The beneficiaries must ensure that they or their affiliated entities have all the rights to use any *pre-existing rights* during the implementation of the Agreement.

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

The beneficiaries grant the Union the following rights to use the results of the *action*:

- (a) for its own purposes and in particular to make available to persons working for the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- (b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- (e) adaptation: the right to modify the results;
- (f) translation;
- (g) the right to store and archive the results in line with the document management rules applicable to the Commission, including digitisation or converting the format for preservation or new use purposes;
- (h) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse

of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms 'reuse' and 'document' have the meanings given to them by Decision 2011/833/EU.

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

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

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

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

If the beneficiaries grant rights of use to the Commission, this does not affect its confidentiality obligations under Article II.6 or the beneficiaries' obligations under Article II.2.1.

ARTICLE II.10 — AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION

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

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

II.10.2 Beneficiaries that are 'contracting authorities' within the meaning of Directive 2014/24/EU² or 'contracting entities' within the meaning of Directive 2014/25/EU³ must comply with the applicable national public procurement rules.

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

² Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

³ Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC



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

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

If the beneficiaries breach their obligations under Article II.10.2 the grant may be reduced in accordance with Article II.25.4.

ARTICLE II.11 — SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION

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

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

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

If the beneficiaries breach their obligation under Article II.11.1 (e) the grant may be reduced in accordance with Article II.25.4.

ARTICLE II.12 — FINANCIAL SUPPORT TO THIRD PARTIES

II.12.1 If, while implementing the *action*, the beneficiaries have to give financial support to third parties, the beneficiaries must give such financial support in accordance with

the conditions specified in Annex I. Under those conditions, the following information must be stated at least:

- (a) the maximum amount of financial support. This amount may not exceed EUR 60000 for each third party except if achieving the objective of the *action* as specified in Annex I would otherwise be impossible or overly difficult;
- (b) the criteria for determining the exact amount of the financial support;
- (c) the different types of activity that may receive financial support, on the basis of a fixed list;
- (d) the persons or categories of persons which may receive financial support;
- (e) the criteria for giving the financial support.

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

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

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

ARTICLE II.13 — AMENDMENTS TO THE AGREEMENT

II.13.3 Any amendment to the Agreement must be made in writing.

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

II.13.3 Any request for amendment must:

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

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

II.13.4 A request for amendment on behalf of the beneficiaries must be submitted by the coordinator. If a change of coordinator is requested without its agreement, the

request must be submitted by all other beneficiaries and must be accompanied by the opinion of the coordinator or proof that this opinion has been requested in writing.

II.13.5 Amendments enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

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

ARTICLE II.14 — ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES

II.14.1 The beneficiaries may not assign any of their claims for payment against the Commission to any third party, except if approved by the Commission on the basis of a reasoned, written request by the coordinator made on behalf of the beneficiaries.

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

II.14.2 In no circumstances may an assignment release the beneficiaries from their obligations towards the Commission.

ARTICLE II.15 — FORCE MAJEURE

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

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

II.13.5 The party faced with *force majeure* may not be considered in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

ARTICLE II.16 — SUSPENSION OF THE IMPLEMENTATION OF THE ACTION

II.16.1 Suspension of implementation by the beneficiaries

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

The coordinator must immediately inform the Commission, stating:

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

- (b) the expected date of resumption.

Once the circumstances allow the beneficiaries to resume implementing the *action*, the coordinator must inform the Commission immediately and present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.17.1, II.17.2 or points (c) or (d) of Article II.17.3.1.

II.16.2 Suspension of implementation by the Commission

II.16.2.1 Grounds for suspension

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

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

II.16.2.2 Procedure for suspension

Step 1 — Before suspending implementation of the *action*, the Commission must send a *formal notification* to the coordinator:

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

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

- (a) the suspension of the implementation;
- (b) the reasons for suspension; and

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

The coordinator must immediately inform the other beneficiaries of the suspension. The suspension takes effect five calendar days after the *formal notification* is received by the coordinator or on a later date specified in the *formal notification*.

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

II.16.2.3 Resuming implementation

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

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

- (a) informing it that the conditions for lifting the suspension are met; and
- (b) requiring it to present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.17.1, II.17.2 or points (c), (g) or (h) of Article II.17.3.1.

II.16.3 Effects of the suspension

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

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

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

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

Suspending implementation of the *action* does not affect the Commission's right to terminate the Agreement or to terminate the participation of a beneficiary in accordance with Article II.17.3, reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

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

ARTICLE II.17 — TERMINATION OF THE AGREEMENT

II.17.1 Termination of the Agreement by the coordinator

The beneficiaries may terminate the Agreement.

The coordinator must send a *formal notification* of termination to the Commission, stating:

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

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

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

II.17.2 Termination of the participation of one or more beneficiaries by the coordinator

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

The coordinator must send a *formal notification* of termination to the Commission and inform the beneficiary concerned by termination.

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

The *formal notification* must include:

- (a) the reasons for termination;
- (b) the opinion of the beneficiary concerned by termination (or proof that this opinion has been requested in writing);
- (c) the date on which the termination takes effect. This date must be set after the *formal notification*; and
- (d) a request for amendment as provided for in Article II.17.4.2(a).

If the coordinator or beneficiary does not state the reasons for the termination or if the Commission considers that the reasons do not justify termination, the participation will be considered to have been terminated improperly.

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

II.17.3 Termination of the Agreement or the participation of one or more beneficiaries by the Commission

II.17.3.1 Grounds for termination

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

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

- (vi) terrorism-related crimes (including terrorism financing);
- (vii) child labour or other offences concerning trafficking of human beings;
- (g) the Commission has evidence that a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed *irregularities, fraud or breach of obligations* in the award procedure or while implementing the Agreement, including if that beneficiary, *related person* or natural person has submitted false information or failed to provide required information;
- (h) the Commission has evidence that a beneficiary has committed systemic or recurrent *irregularities, fraud or serious breach of obligations* in other Union or Euratom grants awarded to it under similar conditions and such *irregularities, fraud or breach of obligations* have a material impact on this grant;
- (i) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- (j) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has been created with the intent referred to in point (i) or
- (k) the Commission has sent a beneficiary, through the coordinator, a *formal notification* asking it to end the participation of its affiliated entity because that entity is in a situation provided for in points (e) to (j) and that beneficiary has failed to request an amendment ending the participation of the entity and reallocating its tasks.

IL17.3.2 Procedure for termination

Step 1- Before terminating the Agreement or participation of one or more beneficiaries, the Commission must send a *formal notification* to the coordinator:

- (a) informing it of:
 - (i) its intention to terminate;
 - (ii) the reasons for termination; and
- (b) requiring it, within 45 calendar days of receiving the formal notification,;
 - (i) to submit observations on behalf of all beneficiaries; and
 - (ii) in the case of point (c) of Article IL17.3.1, to inform the Commission of the measures to ensure compliance with the obligations under the Agreement.

Step 2 — If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will send a *formal notification* to the coordinator informing it of the termination and the date on which it takes effect. The coordinator must immediately inform the other beneficiaries of the termination.

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

The termination takes effect:

- (a) for terminations under points (a), (b), (c) and (e) of Article II.17.3.1: on the day specified in the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above);
- (b) for terminations under points (d), (f) and points (g) to (j) of Article II.17.3.1: on the day after the coordinator receives the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above).

II.17.4 Effects of termination

II.17.4.1 Effects of terminating the Agreement:

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

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

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

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

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

- (a) improper termination of the Agreement by the coordinator within the meaning of Article II.17.1; or
- (b) termination of the Agreement by the Commission on any of the grounds set out in points (c), (f) and points (g) to (j) of Article II.17.3.1.

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

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

II.17.4.2 Effects of terminating the participation of one or more beneficiaries:

(a) The coordinator must submit a request for amendment including:

- (i) a proposal to reallocate the tasks of the beneficiary or beneficiaries concerned by the termination; and
- (ii) if necessary, the addition of one or more new beneficiaries to succeed the beneficiary or beneficiaries concerned in all their rights and obligations under the Agreement.

If the Commission terminates the participation of a beneficiary, the coordinator must submit the request for amendment within 60 calendar days from the day on which the termination takes effect.

If the coordinator terminates the participation of a beneficiary, the request for amendment must be included in the *formal notification* of termination referred to in Article II.17.2.

If termination takes effect after the end of the *implementation period*, no request for amendment must be provided unless the beneficiary concerned is the coordinator. In this case, the request for amendment must propose a new coordinator.

If the request for amendment is rejected by the Commission, the Agreement may be terminated in accordance with Article II.17.3.1 (b). The request for amendment may be rejected if it calls into question the decision awarding the grant or is contrary to the equal treatment of applicants.

(b) The beneficiary concerned by termination must submit to the coordinator:

- (i) a technical report; and
- (ii) where applicable, a financial statement covering the period from the end of the last reporting period to the date when termination takes effect.

The coordinator must include this information in the payment request for the next reporting period.

Only activities undertaken before the date when the termination takes effect must be taken into account. Where the grant takes the form of reimbursement of costs actually incurred as provided for in Article I.3.2(a)(i), only costs incurred by the beneficiary concerned before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not reimbursed or covered by the grant.

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

- (a) improper termination of the participation of a beneficiary by the coordinator within the meaning of Article II.17.2 or
- (b) termination of the participation of a beneficiary by the Commission on any of the grounds set out in points (c), (f), (g), (h) or (i) of Article II.17.3.1.

Neither party may claim damages on the grounds that the other party terminated the participation of a beneficiary.

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

ARTICLE II.18 — APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISIONS

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

II.18.3 In accordance with Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, has sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

II.18.3 In accordance with Article 299 TFEU, for the purposes of recovery within the meaning of Article II.26, the 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 in accordance with Article 263 TFEU.

PART B — FINANCIAL PROVISIONS

ARTICLE II.19 — ELIGIBLE COSTS

II.19.1 Conditions for the eligibility of costs

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

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

II.19.2 Eligible direct costs

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

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

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

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

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

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

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

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

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

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

II.19.3 Eligible indirect costs

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

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

II.19.4 Ineligible costs

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

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

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

II.20.1 Declaring costs and contributions

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

- (a) for actual costs: the costs it actually incurred for the *action*;
- (b) for unit costs or unit contributions: the amount obtained by multiplying the amount per unit specified in Article L3.2(a)(ii) or (b) by the actual number of units used or produced;
- (c) for lump sum costs or lump sum contributions: the global amount specified in Article L3.2(a)(iii) or (c), if the corresponding tasks or part of the *action* as described in Annex I have been implemented properly;
- (d) for flat-rate costs or flat-rate contributions: the amount obtained by applying the flat rate specified in Article L3.2(a)(iv) or (d);
- (e) for financing not linked to costs: the global amount specified in Article L3.2(e), if the corresponding results or conditions as described in Annex I have been properly achieved or fulfilled;
- (f) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by multiplying the amount per unit calculated in accordance with the beneficiary's usual cost accounting practices by the actual number of units used or produced;
- (g) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: the global amount calculated in accordance with its usual cost accounting practices, if the corresponding tasks or part of the *action* have been implemented properly;
- (h) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by applying the flat rate calculated in accordance with the beneficiary's usual cost accounting practices.

II.26.2 Records and other documentation to support the costs and contributions declared

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

- (a) for actual costs: adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records.

In addition, the beneficiary's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements and with the amounts indicated in the supporting documents;

- (b) for unit costs or unit contributions: adequate supporting documents to prove the number of units declared.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared per unit;

- (c) for lump sum costs or lump sum contributions: adequate supporting documents to prove that the *action* has been properly implemented.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a lump sum;

- (d) for flat-rate costs or flat-rate contributions: adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, for the flat rate applied;

- (e) for financing not linked to costs: adequate supporting documents to prove that the *action* has been properly implemented;

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a financing not linked to costs;

- (f) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the number of units declared;

- (g) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove that the *action* has been properly implemented;

- (h) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the eligible costs to which the flat rate applies.

II.20.3 Conditions to determine the compliance of cost accounting practices

II.20.3.1 In the case of points (f),(g) and (h) of Article II.20.2, 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 as provided for in Article I.3.2.

II.20.3.2 If the Special Conditions so provide, the beneficiary may submit to the Commission a request asking it to assess the compliance of its usual cost accounting practices. If required by the Special Conditions, the request must 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 must be:

- (a) produced by an approved auditor or, if the beneficiary is a public body, by a competent and independent public officer; and
- (b) drawn up in accordance with Annex VIII.

The certificate must certify that the beneficiary's cost accounting practices used for the purpose of declaring eligible costs comply with the conditions laid down in Article II.20.3.1 and with the additional conditions that may be laid down in the Special Conditions.

II.20.3.3 If the Commission has confirmed that the beneficiary's usual cost accounting practices are in compliance, costs declared in application of these practices may not be challenged *ex post*, if:

- (a) the practices actually used comply with those approved by the Commission; and
- (b) the beneficiary did not conceal any information for the purpose of the approval of its cost accounting practices.

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

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

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

ARTICLE II.22 — BUDGET TRANSFERS

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

However, the beneficiaries may not add costs relating to *subcontracts* not provided for in Annex 1, unless such additional *subcontracts* are approved by the Commission in accordance with Article II.11.1(d).

As an exception to the first subparagraph, if beneficiaries want to change the value of the contribution to which each of them is entitled, as referred to in point (c) of the third

subparagraph of II.26.3, the coordinator must request an amendment as provided for in Article II.13.

The first three subparagraphs do not apply to amounts which, as provided for in Article I.3.2(a)(iii) or (c), take the form of lump sums or which, as provided for in Article I.3.2(e), take the form of financing not linked to cost.

ARTICLE II.23 — NON-COMPLIANCE WITH REPORTING OBLIGATIONS

The Commission may terminate the Agreement as provided for in Article II.17.3.1(c) and may reduce the grant as provided for in Article II.25.4 if the coordinator:

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

ARTICLE II.24 — SUSPENSION OF PAYMENTS AND TIME LIMIT FOR PAYMENT

II.24.1 Suspension of payments

II.24.1.1 Grounds for suspension

The Commission may at any moment suspend, in whole or in part, the pre-financing payment and interim payments for one or more beneficiaries or the payment of the balance for all beneficiaries:

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

II.24.1.2 Procedure for suspension

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

(a) informing it of:

- (i) its intention to suspend payments;
- (ii) the reasons for suspension;
- (iii) in the cases referred to in points (a) and (b) of Article II.24.1.1, the conditions that need to be met for payments to resume; and

(b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

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

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

The coordinator must immediately inform the other beneficiaries of the suspension. The suspension takes effect on the day the Commission sends *formal notification* of suspension (Step 2).

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

II.24.1.3 Effects of suspension

During the period of suspension of payments the coordinator is not entitled to submit:

- (a) any requests for payments and supporting documents referred to in Articles I.4.2, I.4.3 and I.4.4; or
- (b) 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.

The suspension of payments does not affect the right of the coordinator to suspend the implementation of the *action* as provided for in Article II 16.1 or to terminate the Agreement or the participation of a beneficiary as provided for in Articles II.17.1 and II.17.2.

II.24.1.4 Resuming payments

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

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

II.24.2 Suspension of the time limit for payments

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

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

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

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

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

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

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

If the payment deadline has been suspended because the technical reports or financial statements do not comply with the Agreement and the revised report or statement is not submitted or was submitted but is also rejected, the Commission may terminate the Agreement or the participation of the beneficiary as provided for in Article II.17.3.1(c) and reduce the grant as provided for in Article II.25.4.

ARTICLE II.25 — CALCULATION OF THE FINAL AMOUNT OF THE GRANT

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

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

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

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

Step 3 — Reduction due to the no-profit rule

Step 4 — Reduction due to improper implementation or breach of other obligations.

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

This step is applied as follows:

- (a) If, as provided for in Article L3.2(a)(i), the grant takes the form of the reimbursement of eligible costs actually incurred, the reimbursement rate specified in that Article is applied to those eligible costs as approved by the Commission for the corresponding categories of costs, beneficiaries and affiliated entities
- (b) If, as provided for in Article L3.2(a) (ii) to (v), the grant takes the form of the reimbursement of eligible unit costs, lump sum costs or flat rate costs , the reimbursement rate specified in that Article is applied to the those eligible costs as approved by the Commission for the corresponding categories of costs, beneficiaries and affiliated entities;

The amount of volunteers' work declared as direct eligible costs for the corresponding beneficiaries and affiliated entities must be limited to the following amount, whichever is the lowest:

- (i) the total sources of financing as indicated in the final financial statement and as accepted by the Commission multiplied by fifty per cent; or
 - (ii) the amount of volunteers' work indicated in the estimated budget set out in Annex III.
- (c) If, as provided for in Article L3.2(b), the grant takes the form of a unit contribution, the unit contribution specified in that Article is multiplied by the actual number of units approved by the Commission for the corresponding beneficiaries and affiliated entities;
 - (d) If, as provided for in Article L3.2(c), the grant takes the form of a lump sum contribution, the Commission applies the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that the corresponding tasks or part of the action were implemented properly in accordance with Annex I;
 - (e) If, as provided for in Article L3.2(d), the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Commission for the corresponding beneficiaries and affiliated entities;
 - (f) If, as provided for in Article L3.2(e), the grant takes the form of financing not linked to costs, the Commission applies the amount specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that [the conditions

specified in Annex I were fulfilled)[and][the results specified in Annex I were achieved].

If Article L3.2 provides for a combination of different forms of grant, the amounts obtained must be added together.

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

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

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

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

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

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

The profit must be calculated as follows:

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

{ receipts of the action

minus

consolidated total eligible costs and contributions approved by the Commission
corresponding to the amounts determined in accordance with Article II.25.1 }

The receipts of the action are calculated as follows:

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

plus

the amount obtained following Steps 1 and 2 }

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

In-kind and financial contributions by third parties are not considered receipts.

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

II.25.4 Step 4 — Reduction due to improper implementation or breach of other obligations

The Commission may reduce the *maximum amount of the grant* if the *action* has not been implemented properly as described in Annex I (i.e. if it has not been implemented or has been implemented poorly, partially or late), or if another obligation under the Agreement has been breached.

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

Before the Commission reduces the grant, it must send a *formal notification* to the coordinator:

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

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

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

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

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

ARTICLE II.26 — RECOVERY

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

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

II.26.2 Recovery after payment of the balance

Where an amount is to be recovered as provided for in Articles II.27.6, II.27.7 and II.27.8, the beneficiary concerned by the audit or OLAF findings must repay the Commission the amount in question. Where the audit findings do not concern a specific beneficiary (or its affiliated entities), the coordinator must repay the Commission the amount in question, even if it was not the final recipient of the amount due.

Each beneficiary is 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 must send a *formal notification* to the beneficiary concerned:

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

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Commission decides to pursue the recovery procedure, the Commission may confirm recovery by sending a *formal notification* to the beneficiary consisting of a debit note, specifying the terms and the date for payment.

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

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

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

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

- (b) by drawing on the financial guarantee where provided for in accordance with Article I.5.2 ('drawing on the financial guarantee');
- (c) by holding the beneficiaries jointly and severally liable up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (Annex III as last amended);

- (d) by taking legal action as provided for in Article II.18.2 or in the Special Conditions or by adopting an enforceable decision as provided for in Article II.18.3.

II.26.4 Interest on late payment

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

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

II.26.5 Bank charges

Bank charges incurred in the recovery process must be borne by the beneficiary concerned, unless Directive 2007/64/EC⁴ applies.

ARTICLE II.27 — CHECKS, AUDITS AND EVALUATIONS

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

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

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

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

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

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

⁴ Directive 2007/64/EC⁴ 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.

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

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

II.27.2 Duty to keep documents

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

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

The periods set out in the first and second subparagraphs are longer if there are ongoing audits, appeals, litigation or pursuit of claims concerning the grant, including in the cases referred to in Article II.27.7. In such cases, the beneficiaries must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed.

II.27.3 Obligation to provide information

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

Where a check or audit is initiated after payment of the balance, the information referred to in the previous subparagraph must be provided by the beneficiary concerned.

If 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 financing not linked to costs, unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

II.27.4 On-the-spot visits

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

If the beneficiary concerned refuses to provide access to the sites, premises and information as required 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 financing not linked to costs, unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

II.27.5 Contradictory audit procedure

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

II.27.6 Effects of audit findings

On the basis of the final audit findings, the Commission may take the measures 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, as provided for in Article II.26.

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

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

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

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

The extension of findings may lead to:

- (a) the rejection of costs as ineligible;
- (b) reduction of the grant as provided for in Article II.25.4;
- (c) recovery of undue amounts as provided for in Article II.26;

- (d) suspension of payments as provided for in Article II.24.1;
- (e) suspension of the *action* implementation as provided for in Article II.16.2;
- (f) termination as provided for in Article II.17.3.

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

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

Step 1 — The *formal notification* must include:

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

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

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

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

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

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

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

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

- (i) the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Commission or on the basis of the revised eligible costs after extrapolation; and
 - (ii) the total amount paid to the beneficiaries under the Agreement for the implementation of the action;
- (b) If the findings concern improper implementation or a breach of another obligation the procedure is as follows:

Step 1 — The *formal notification* must include:

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

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

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

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

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

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

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

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

II.27.8 Rights of OLAF

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

Under Council Regulation (Euratom, EC) No 2185/96⁵ and Regulation (EU, Euratom) No 883/2013⁶ OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against *fraud* and other *irregularities*.

Where appropriate, OLAF findings may lead to the Commission recovering amounts from beneficiaries.

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

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

The European Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939⁷ ('the EPPO') have the same rights as the Commission, particularly the right of access, for the purpose of checks, audits and investigations.

⁵ 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.

⁶ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF).

⁷ Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office.

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**ANNEX IV
MANDATE¹**

I, the undersigned,

[forename and surname of the legal representative of the future beneficiary signing this mandate],

representing,

[full official name of the future beneficiary] *(ACRONYM)*

[official legal status or form]²

[official registration No]³

[full official address]

[VAT number],

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement (Title & No) with the European Commission (hereinafter referred to as "the grant agreement")

heroby:

I. Mandate

[full official name of the coordinator] *(ACRONYM)*

[official legal status or form]

[official registration No]⁴

[full official address]

[VAT number],

represented by [forename, surname and function of the legal representative of the coordinator]

(hereinafter referred to as "the coordinator")

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

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

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

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

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

[forename, surname, function of the legal representative of the mandating beneficiary]

[signature]

Done at [place], [date]

In duplicate in English

**ANNEX IV
MANDATE¹**

I, the undersigned,

[forename and surname of the legal representative of the future beneficiary signing this mandate],

representing,

[full official name of the future beneficiary] *[ACRONYM]*

[official legal status or form]²

[official registration No]³

[full official address]

[VAT number],

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [Title & No] with the European Commission (hereinafter referred to as "the grant agreement")

hereby:

1. Mandate

[full official name of the coordinator] *[ACRONYM]*

[official legal status or form]

[official registration No]⁴

[full official address]

[VAT number],

represented by [forename, surname and function of the legal representative of the coordinator]

(hereinafter referred to as "the coordinator")

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

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

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

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

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, without prejudice to its privileges and immunities, 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, to the extent it is not inconsistent with its privileges and immunities, 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. It is also noted that the provisions of the grant agreement will be applied to [legal representative of the mandating beneficiary] in accordance with the Financial and Administrative Framework Agreement (FAFA) signed between the European Union and the United Nations on 29 April 2003, as amended by Addendum No. 1 signed on 26 February 2014, and adhered to by [legal representative of the mandating beneficiary] on [date].

Nothing in this Agreement affects the privileges and immunities of to [legal representative of the mandating beneficiary] as an intergovernmental organization, including such privileges and immunities granted by the [Italian/Bulgarian/Greek/Spanish/Cypriot] Government.

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

SIGNATURE

[forename, surname, function of the legal representative of the mandating beneficiary]

[signature]

Done at [place], [date]

In duplicate in English

ANNEX V.1
MODEL TECHNICAL PROGRESS REPORT
AMIF – Emergency Assistance 2019

This technical progress report should be sent in Word format electronically only to the following e-mail address: HOME-EMERGENCY@ec.europa.eu and to the desk officer of the European Commission responsible for the Grant Agreement
This report does not require a signature.

Cut-off date of the report:

Project Number: HOME/2019/AMIF/AG/EMAS/0006

Title of the action: SUPREME

Start and end date of the action: 01/09/2019 – 31/01/2021

1. Please explain how the overall situation has changed (not overall progress, only what has been achieved during the period covered).

--

2. Please explain the progress/challenges/constraints for the action (only for the period covered). Dependent on the number of sub- actions please insert as many tables as required.

Sub-action 1:	
Start /end date:	
Which activities were foreseen (as per GA) and what was implemented by the cut-off date of the report?	
What were the challenges/constraints?	

3. Indicative budget consumption. Dependent on the number of sub- actions please insert as many rows as required.

Eligible cost programmed, as per Annex III of the GA in EUR	Amount committed to date	Amount paid to date

4. Any other comments/communication

--

ANNEX V.2

FINAL TECHNICAL IMPLEMENTATION REPORT

The final reporting package referred to in Article 14.1 of this Grant Agreement must be submitted both in paper and electronic versions to the address indicated in Art. 16.2 of the Grant Agreement. Please be reminded that the paper version shall contain a dated and duly signed cost claim.

The reporting period for the final report runs from the starting date of the project until the end date of the project as indicated in Article 12.2 of the Grant Agreement.

The electronic version shall contain as a minimum:

- 1) Final technical implementation report (Word document),
- 2) Budget Form (Excel document),
- 3) Deliverables.

Please note that according to the Grant Agreement (notably Art. 20, 23 and 27) and the Guide for Applicants, the Commission may request supporting documents for project related incurred costs.

Instructions for the final reporting package:

1. The Final technical implementation report

It must be precise, correctly completed using the existing template; all questions must be answered; it must be duly signed and dated by the Authorised Signatory.

2. The Detailed Budget Execution Sheet (Sheet 5 of the Budget Form).

It must contain data on the actual implementation of the project both in terms of expenditure and income. The encoding has to follow the same logic and order as in the Forecast Budget Calculation (Sheet 3 of the Budget Form). Please use the same budget headings, objectives, actions and descriptions. At this stage, it is important to insert the real incurred costs and the real income, no estimates, no lump sums, no flat rates (except for the indirect costs)! Pay attention to the rules governing VAT eligibility.

The sheet has also a column for inserting the beneficiary's accounting reference, that can be an exact entry in the accountancy or an analytical reference making it possible to consolidate information, in order to facilitate its analysis. In case of an audit, this reference is part of the audit trail.

Under budget heading I should be included the financial contribution specifically assigned by donors to the financing of the action eligible costs and any income generated by the financed activities. Any other income, including the own contribution from the beneficiaries, should be included under the budget heading K. The pre-financing payments received from the Commission should be included under the budget heading J.

The columns L, M, N, O and P are reserved for the Commission to analyse the beneficiary's statement and to indicate the rejected amounts which are not considered eligible. If

relevant, the Commission inserts an explanation on specific lines, in order to facilitate the beneficiary's understanding of the Commission's position and identifying the amounts retained as ineligible *please do not write or change anything in these columns*.

3. The Budget and Execution Summary Sheet (Sheet 4 of the Budget Forms)

The amounts are automatically inserted and consolidated by budget heading/item. It shows the final calculation of the amount of the grant and of the final payment or reimbursement. This sheet is write-protected.

4. The Cost Claim Sheet (Sheet 6 of the Budget Forms)

This sheet is the final payment request to be completed by the co-ordinator. By default, the information introduced in Sheet 1 'ID Form' is copied to this sheet. Similarly, the amount of the final payment (cell I19) is copied from Sheet 4 Budget & Execution Summary. Finally, the legal representative of the co-ordinator has to date and sign this Cost Claim Sheet and send the original paper copy to the Commission.

5. The deliverables

Provide all deliverables produced within the framework of the project, such as reports, surveys, meeting documents, CD-ROMs/memory sticks, DVDs, and other deliverables.

6. The certificate on the action's financial statements and underlying accounts (audit certificate) – Annex VII of the Grant Agreement

For each beneficiary with eligible direct costs exceeding 750.000 EUR, an audit certificate produced by an approved auditor or (in the case of public bodies) a competent and independent public officer, must be provided.

Below is the final technical implementation report template.

FINAL TECHNICAL IMPLEMENTATION REPORT

Project Number:

Title:

Implemented by (coordinator and co-beneficiaries):

Starting date:

End date:

**Project website(s)
(if applicable)**

**Estimated expenditure
(Article I.3 of the Grant
Agreement)**

Total Eligible Costs:
EU Grant:

Expenditure incurred

Total Eligible Costs:
EU Grant:

Executive Summary of the project (max. 4000 characters)

Summary presenting:

- main objectives of the project;
- short description of the project implemented activities;
- key results of the project;
- impact on the target groups or other groups affected by the project.

This text may be published on the website of the Commission or used for other information and dissemination purposes.

PART 1 – RESULTS AND IMPACT OF THE PROJECT

1.1. Present in short the main achievements of your project (min. 200, max. 500 characters)

1.2. Present the main outcomes of the project

1.3. How would you assess the project overall (implementation, achievements, problems encountered/solutions implemented, etc.)?

1.4. Describe the European dimension and added value of the project

1.5. Describe how you implemented your dissemination strategy

1.6. Describe how the visibility of EU funding was ensured

1.7. Describe the follow up of the project, how the results will be used or further developed

1.8. Comment on possible synergies/complementarities with other EU funded activities, in particular with regard to activities funded under the AMIF national programme

1.9. Explain the procurement procedures used (if applicable)

1.10. Describe and explain any substantial deviations from the planned budget

PART 2 – SUB-ACTIONS

> Sub-action 1

I. Description of the work (activities)

Implemented activities

-
-
- etc.

Not implemented activities

-
-
- etc.

II. Results (output and deliverables)

II.a. Outputs

-
-
- etc.

II.b. Deliverables

-
-

etc.

► Sub-action 2

I. Description of the work (activities)

Implemented activities

•

•

etc.

Not implemented activities

•

•

etc.

II. Results (output and deliverables)

II.a. Outputs

•

•

etc.

II.b. Deliverables

•

•

etc.

Repeat as many times as necessary mirroring the Annex E of the Grant Agreement

Date:

**Name and signature of the Authorised
Signatory of the Coordinator:**

ANNEX VII

MODEL TERMS OF REFERENCE FOR THE CERTIFICATE ON THE FINANCIAL STATEMENTS

1. OBJECTIVE

The main purpose of an audit is to provide verification of expenditure and assurance on the eligibility of the costs declared by a beneficiary under a grant agreement. Assurance is related to compliance with the terms and conditions of the grant agreement and its annexes, and should take into account sound financial management and the principles of economy, efficiency and effectiveness.

As specified in article 1.4.1 of the Grant Agreement, a certificate on the financial statements and underlying accounts (hereinafter referred to as "audit certificate") should be submitted in accordance with Article II.23.2 of the grant agreement.

This audit certificate shall be produced by an external certified auditor. In case of national governmental organisations and authorities, local governments or other public bodies of the EU Member States the certificate can be produced by a competent and independent public officer or an audit authority approved in the process of verification of national management and control systems for the Solidarity Funds or for AMIF/ISF.

It shall certify that the costs declared in the interim or final financial statement by the beneficiary concerned for the categories of costs reimbursed in accordance with Article I.3(a)(i) are real, accurately recorded and eligible in accordance with the grant 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.

2. ESSENTIAL DOCUMENTS

In addition to the supporting documents needed to perform the audit, the following documents serve as a basis (the list is not exhaustive):

- grant agreement signed between the beneficiary and the Commission and its annexes;
- any amendments made to the grant agreement;
- the call for proposals under which the action was selected for funding (not applicable in case of grants awarded directly to an organisation without a call for proposals), including the guide for applicants;
- the present guidance note.

3. ELIGIBILITY OF EXPENDITURE

General

The auditor should perform financial checks to ensure that the costs claimed are in line with the terms and conditions of the grant agreement (and its amendments – if applicable) and assess whether:

- the financial contribution from the European Commission was used exclusively for the purposes described in the application for a grant;

- expenditure is acceptable and plausible taking into account the context and project activities (is expenditure included in the budget estimate of the project?);
- expenditure has been incurred by the beneficiary during the implementation period of the project as defined in the grant agreement (and its amendments – if applicable);
- expenditure is recorded in the accounts of the beneficiary and is identifiable, verifiable and substantiated by originals of supporting evidence;
- expenditure excludes non-eligible costs as defined in grant agreement (and its amendments – if applicable);
- adequate measures were taken to prevent multiple financing;
- the grant did not generate a profit for the beneficiary;
- the beneficiary's management of the grant complied with the principles of sound financial management, economy and efficiency.

Conformity of expenditure with the budget and analytical review

The auditor should carry out an analytical review of the expenditure and verify that:

- the list of expenditure presented in the financial statement corresponds to the budget estimate of the project (authenticity and authorisation of the initial budget) and that reported expenditure was foreseen in the budget;
- the total amount of expenditure does not exceed any maxima laid down in the grant agreement;
- any changes to the budget of the action comply with the terms and conditions for such amendments.

Accuracy, recording and classification

The auditor should verify that the expenditure for a transaction is properly classified under the headings of the financial statements, is accurately and properly recorded in the beneficiary's accounting system, is supported by appropriate evidence and documents and is properly valued (e.g. use of correct exchange rates).

Reality (occurrence / existence)

The auditor should:

- obtain sufficient appropriate audit evidence as to whether the expenditure has occurred (reality of the expenditure);
- verify the reality of the expenditure for a transaction or action by examining proof of work done, goods received or services rendered on a timely basis, at agreed quality and prices or costs.

4. TYPES OF EXPENDITURE AND INCOME

Staff

The auditor should review direct salary charges to determine whether salary rates are reasonable for the position concerned, are in accordance with relevant rules of the beneficiary's human resources policies (i.e. employment contracts and other conditions), are supported by appropriate payroll records/timesheets and in accordance with the terms and

conditions of the grant agreement. The review should also cover salary related components such as overtime, allowances and fringe benefits received by employees. Staff costs including the salary costs of personnel of national administrations are eligible to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the projects concerned were not undertaken.

Travel and subsistence

The auditor should review travel and subsistence costs to determine whether they are adequately supported and whether subsistence costs are in line with the beneficiary's usual practices (if they exist). The daily subsistence allowance cannot be higher than indicated in the "Applicable rates to the per diems in the framework of EC-funded external aid contracts - 18/03/2015" published on the following website: <https://ec.europa.eu/europeaid/node/96684>.

Equipment

The auditor should review purchase costs of equipment (new or second-hand) to determine whether they are written off in accordance with the tax and accounting rules applicable to the beneficiary and generally accepted for items of the same kind.

If applicable according to the rules of the guide for applicants or the call for proposals, such costs are eligible for co-financing on the basis of the full or partial cost of the purchase if the equipment will continue to be used for the same objectives pursued by the project, after the project has ended for the minimum duration of:

- three years or more for Information and Communication Technology (ICT) equipment;
- five years or more for other types of equipment such as operating equipment and means of transport.

The auditor should review whether costs for day-to-day administrative equipment (such as PC, printer, laptop, fax, copier, phone, cabling, etc.) are not included under the eligible direct costs, as they should be considered as indirect costs, if not duly justified.

Consumables

The auditor should review whether the costs of consumables and supplies are identifiable and exclusively used for the purpose of the action. They must be identifiable as such in the accounts of the beneficiary, unless included in the indirect costs.

Other direct costs

The auditor should review whether costs charged to this heading meet the general criteria for eligible costs. In case the costs relate to work subcontracted to another legal entity, they should comply with the rules concerning the award of contracts necessary for the implementation of the action, as specified in article II.9 of the grant agreement and the guide for applicants.



Indirect costs

The auditor should review allocation methods to determine that it complies with the terms and conditions of the grant agreement and that it does not exceed the maximum percentage of the total eligible direct costs, as specified in the grant agreement. Indirect costs, presented as a flat rate should not be subject to ex-post verification.

Income

The auditor should review whether income for the project (including grants and funding received from other donors, revenue generated by the beneficiary) has been added to the project funds in accordance with the terms and conditions of the grant agreement, criteria for accuracy, recording, completeness (including proper allocation of income attributable to various activities) and disclosure of income in the financial statements.

5. FINANCIAL FINDINGS

Findings relating to ineligible expenditure and to the non-reporting of income should be classified as financial findings as there is a direct financial impact resulting in a recovery or a potential recovery of funds by the Commission. The auditor should report all financial findings that have been identified during the audit no matter whether these findings have a material impact i.e. no matter whether the findings affect his/her opinion.

The following split enables a structured approach to potential recoveries and follow-up with the beneficiary:

- ♦ **Financial finding (clear-cut):** This refers to clear-cut financial findings. For example: the auditor has identified ineligible expenditure because this expenditure does not comply with the criteria of the terms and conditions of the grant agreement, is not project related or not properly documented.
- ♦ **Financial finding subject to the further consideration of the Commission:** This refers to financial findings concerning questioned expenditure (or income) where the auditor is not entirely sure that the financial item concerned involves an ineligible expenditure and further consideration by the Commission is required to determine whether recovery is appropriate.

Compliance with the terms and conditions of the grant agreement is a fundamental aspect of funded projects. It is important for the Commission services to know and understand the causes of the financial findings in order to be able to take appropriate measures where necessary and possible. Such measures may for example involve clarifications or changes in the terms and conditions of the grant agreement. Thus, the auditor should indicate for each financial finding whether it is related to one of the following compliance issues:

Budget lines	Reasons for ineligibility	Amounts (EUR)
(can be relevant for all or most budget headings – include within relevant budget)	Costs without supporting documents	
	Insufficient or inadequate supporting documentation	
	No evidence or insufficient evidence of payment	

line as applicable]	Not identifiable and verifiable in the beneficiary's accounting records	
	Incorrect amount included in financial report	
	Incurred outside agreed project implementation period	
	Not project related (i.e. staff not involved in project or not related to a project activity)	
	Not project specific cost (i.e. cost is real, paid but not reasonably identifiable as specific to the project)	
	Cost not envisaged in the grant agreement (i.e. activity, cost or staff member/role is directly related to project objectives but not specifically approved in the agreement or amendments/ side letters)	
	Value added tax which can be reclaimed	
	Incorrect exchange rate when translating into Euro for reporting purposes	
	Cost not value for money (i.e. cost is substantially in excess of budget or market rate with no reasonable explanation)	
	Other – (see out finding)	
Staff costs	Not actual salary and statutory employment costs	
	Cost of public servants not eligible per programme guidelines	
Travel and subsistence	No evidence that travel occurred (i.e. no copy of flight or rail tickets / boarding passes, signed attendance list, or hotel and local travel costs)	
	Accommodation and subsistence costs in excess of agreed maximums	
	Travel cost in excess of programme guidelines	
Equipment	Procurement procedure not followed	
	Depreciation charge not in accordance with guidelines	
Consumables and supplies	Procurement procedure not followed	
Other direct costs	Community funding not publicised	
	Procurement procedure not followed	
Indirect costs	Adjustments to overhead cost claims due to above findings	
Total		

Note 1: Financial findings related to ineligible expenditure mostly concern one-off errors (i.e. the error is clearly incidental) of non-compliance with the terms and conditions of the grant agreement. As regards income not declared / not reported this concerns one-off errors where the beneficiary has not declared project related income that should have been reported in accordance with the terms and conditions of the grant agreement.

Note 2: If a financial finding is caused by an intentional irregularity the finding should be categorised as 'ineligible expenditure – irregularities and/or suspected fraud'.

6. FORM AND LANGUAGE OF THE REPORT

The audit report should be prepared in English and follow the structure provided in the template forming an inherent part of Annex VI.

MODEL FOR A CERTIFICATE ON THE FINANCIAL STATEMENTS AND UNDERLYING ACCOUNTS ("AUDIT CERTIFICATE")

Year/Grant agreement No.	
Full name of the grant beneficiary concerned	

[legal name of the audit company], established in *[full address/city/country]* represented for signature of this audit certificate by *[name and function of an authorised representative]*, hereby certify that:

- We have conducted an audit relating to the costs declared in the Financial Statements of the Final Report of *[name of beneficiary]*, hereinafter referred to as beneficiary, to which this audit certificate is attached;
- We have undertaken this audit in accordance with the following International Standards / Codes of Ethics:

.....

- This audit was performed following the below-mentioned procedure (e.g. date, number of days, persons involved, number of documents sampled, etc.):

.....

- This audit took into account the following sources of information:

.....

- The total expenditure which is the subject of this expenditure verification amounts to €<xxxxxx>. The Expenditure Coverage Ratio is <xx%>. This ratio represents the total amount of expenditure verified by us, expressed as a percentage of the total expenditure which is the subject of this expenditure verification. The latter amount is equal to the total amount of expenditure reported in the financial statements.

- In the course of our audit, we have made the following financial findings *[Describe factual findings and specify errors and exceptions. If there are no factual findings, this should be explicitly stated.]*:

.....

- We confirm that our audit was carried out in accordance with the above-mentioned auditing standards respecting ethical rules and on the basis of the relevant provisions of the above referred grant agreement and its annexes. The above mentioned financial statements were examined and all tests of the supporting documentation and accounting records deemed necessary were carried out in order to obtain reasonable assurance that, in our opinion, based on our audit:

☐	All the costs are eligible and directly connected with the subject of the agreement as provided for in the estimated budget annexed to it; <i>Observations:</i>
☐	They are generated during the period of eligibility for European Union funding, specified in the grant agreement; <i>Observations:</i>
☐	They are reasonable, justified and comply with the principles of sound financial management, in particular, in terms of value for money and cost-effectiveness; <i>Observations:</i>
☐	They are actually incurred by the beneficiary (and project partners in case of multi-beneficiary agreement) and recorded in its accounts in accordance with generally accepted accounting principles; <i>Observations:</i>
☐	They are declared in accordance with the requirements of the applicable tax and social legislation; <i>Observations:</i>
☐	They are identifiable and verifiable and are backed up by original supporting documents; <i>Observations:</i>
☐	They are declared in accordance with the rules governing the eligibility of VAT; <i>Observations:</i>
☐	Travel and subsistence costs are in line with the beneficiary's usual practices on travel costs or are based on actual costs incurred; in either case subsistence costs do not exceed the scales approved annually by the European Union; <i>Observations:</i>
☐	The purchase of equipment and/or services is performed in accordance with the tendering, tax and accounting rules applicable to the beneficiary. The rules related to depreciation, applicable for equipment purchased using the European Union funding, are observed; <i>Observations:</i>
☐	Euro exchange rates, as specified in the grant agreement, were applied; <i>Observations:</i>
☐	The grant provided to the beneficiary did not generate profit; <i>Observations:</i>
	Any other observations/comments:

Signature of the auditor

ANNEX X

SPECIFIC CONDITIONS RELATED TO VISIBILITY

1. Information requirements for any communication or publication

Where the beneficiary is involved in visibility activities, he shall inform the public, press and media of the action (internet included), which must, in conformity with Article II.7.1 of the Grant Agreement, visibly indicate the mention:

"Co-funded by the Asylum, Migration and Integration Fund of the European Union"

The following graphic logos shall be used:

In colour:



"Co-funded by the Asylum, Migration and Integration Fund of the European Union"

Monochrome:



"Co-funded by the Asylum, Migration and Integration Fund of the European Union"

The logo must always be followed by the text indicated above. Logos without the wording mentioned above are strictly forbidden.

2. Publications

Where the action or part of the action is a publication, the following mention must also be indicated:

"This project has been funded with support from the European Commission. This publication [communication] reflects the views only of the author, and the European Commission cannot be held responsible for any use which may be made of the information contained therein"

which together with the graphic logos shall appear on the cover or the first pages following the editor's mention.

3. Use of signs and posters

If the action includes events for the public, signs and posters related to this action shall be displayed. This shall include the logos and texts mentioned under paragraph 1. Authorisation to use the logos implies no right of exclusive use and is limited to this agreement. As the action is co-financed, the importance given to the above-mentioned publicity must be in proportion with the level of Union financing.

For more details please refer to the guidelines to the use of the EU emblem in the context of EU programmes published on DG HOME website:

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

IDENTIFICATION FORM

Title		DOJ ROMA - ITALIA - DOJ Protagonista nel superamento delle Emergenze in ambito di grave sfruttamento e di gravi marginalità degli identificati come vittime della tratta e dello sfruttamento sessuale	
Legal name of beneficiary/co-ordinator	Ministero del Lavoro e delle Politiche Sociali Direzione Generale dell'Immigrazione e delle Politiche di Integrazione		
Address	Via Flavia, 6 - 00182 Roma (RM) Italy		
Eligibility period	01.08.2019	To:	31.01.2021
Banking details	Name and address of the bank		Tesoreria Centrale dello Stato BDI
	Bank account n°		IT160100003245348200005839
	I.B.A.N		IT160100003245348200005839
	Bank account holder		Ministero del Lavoro e delle Politiche Sociali Direzione Generale dell'Immigrazione e delle Politiche di Integrazione
Payment reference (if necessary)			
Summary of activities			
Il progetto mira a realizzare un Piano Straordinario Integrato di interventi a supporto delle iniziative legislative in atto per il contrasto e il superamento di tutte le forme di grave sfruttamento lavorativo e di grave marginalità/vulnerabilità (fenomeno del Caporalato nel settore primario) presenti nei territori delle 5 Regioni del Sud partner della proposta. L'intervento si focalizza con particolare attenzione nelle aree dei comuni di Manfredonia (FG), San Ferdinando (RC) e Castelluccio (CE) - per le quali il D.L. 20 giugno 2017, n. 91 ha previsto, all'art. 16, l'istituzione di Commissioni Straordinarie del Governo cui affidare l'adozione di piani d'intervento per il superamento di situazioni di particolare degrado e di vulnerabilità sociale.			
Total amount requested from the EU		EURO 38.237.544,36	

BENEFICIARIES

		Country
Legal name of Beneficiary/Coordinator	Ministero del Lavoro e delle Politiche Sociali Direzione Generale dell'Immigrazione e delle Politiche di	IT

Co-beneficiary Code	Legal name of Co-beneficiary	Country
Co-beneficiary 1	REGIONE PUGLIA	IT
Co-beneficiary 2	REGIONE CAMPANIA	IT
Co-beneficiary 3	REGIONE BASILICATA	IT
Co-beneficiary 4	REGIONE CALABRIA	IT
Co-beneficiary 5	REGIONE SICILIA	IT
Co-beneficiary 6	CONSORZIO NOVA ONLUS	IT
Co-beneficiary 7	ISPettorato Nazionale del Lavoro	IT
Co-beneficiary 8	INTERNATIONAL ORGANISATION OF MIGRATION	IT
Co-beneficiary 9	ISTITUTO NAZIONALE DI PREVIDENZA SOCIALE	IT
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		

BUDGET & EXECUTION SUMMARY

Ref.	Budget heading	Estimated expenditure	%	Decided expenditure	Change %	Total eligible expenditure
A	Staff	7,386,021.36		0.00	-100.00%	0.00
B	Travel	1,266,281.00		0.00	-100.00%	0.00
C	Equipment	1,240,300.00		0.00	-100.00%	0.00
D	Consumables	74,800.00		0.00	-100.00%	0.00
E	Other direct costs	22,484,404.30		0.00	-100.00%	0.00
	Total Direct Costs A+B+C+D+E	32,492,806.66		0.00	-100.00%	0.00
F	Indirect costs (max 7%)	1,434,166.03	4.46%	0.00	ND/NA/0%	0.00
	Total Eligible Costs	33,927,274.69		0.00		0.00

Ref.	Budget heading	Estimated income	%	Decided 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	ND/NA/0%
K	Other income, including own contribution from the beneficiaries & financial contributions not specifically assigned by donors to the financing of the eligible costs.	3,359,726.33	10.00%	0.00	ND/NA/0%
	EU Contribution	30,237,548.36	90.00%		
	Total income	33,997,274.69			

FINAL PAYMENT CALCULATION

	Beneficiary request
A (Total Eligible Costs x % EU Contribution)	0.00
B (Max. amount of EU Contribution)	30,237,548.36
Base of final payment request (lowest amount of A/B)	0.00

EC final decision	0.00
	30,237,548.36
	0.00

Profit = (Lowest amount of A/B as per EC final decision x "I") - Total Eligible Costs as per EC final decision

Final EU Contribution after application of the non-profit rule = (Lowest amount of A/B as per EC final decision) - (Profit x EU % as per EC final decision)

J	Pre-financing paid	0.00
	Final payment requested by the beneficiary	0.00

Final payment	0.00
	0.00

FORECAST BUDGET CALCULATION

Business Expenditure		
A	Total	1,389,491.49
B	Travel	1,389,491.49
C	Equipment	1,389,491.49
D	Consumables	1,389,491.49
E	Other direct costs	1,389,491.49
Total Direct Costs		1,389,491.49
F	Indirect costs	1,389,491.49
Total Eligible Costs		1,389,491.49

Business Income		
I	Reimbursements specifically assigned by donors to the financing of the eligible costs & income generated by the financed activities	0.000.000
J	Other income, including own contributions from the beneficiaries & financial contributions not specifically assigned by donors to the financing of the eligible costs	1,149,726.50
Total Income		1,149,726.50

Subtotal of each-kind activities					
Budget heading	Name of beneficiary	Activity (1, 1.2, 2, 1.2.2, ...)	Description of the activity (LA, what? where?)	Unit	Amount per unit in EURO
A	Region Puglia	0.1	Travel per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
B	Region Puglia	0.1	Accompagnamento per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
A	Region Puglia	0.2	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
B	Region Puglia	0.2	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
A	Region Puglia	0.4	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
B	Region Puglia	0.4	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
A	Region Puglia	0.4	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
B	Region Puglia	0.4	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
A	Region Puglia	1.1	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
B	Region Puglia	1.1	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
A	Region Puglia	1.1	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
B	Region Puglia	1.1	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
A	Region Puglia	2.3	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
B	Region Puglia	2.3	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
A	Region Puglia	2.3	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
B	Region Puglia	2.3	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
A	Region Puglia	2.4	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
B	Region Puglia	2.4	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
A	Region Puglia	2.4	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
B	Region Puglia	2.4	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
A	Region Puglia	3.1	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00
B	Region Puglia	3.1	Spese per partecipazione alla conferenza in Regione Puglia	14 Travel	140.00

[illegible]

[illegible]

Budget line item	Name of beneficiary	Activity (1, 2, 3, 4, 5)	Description of item i.e. Why? What?	Unit	Amount per unit in EUR	Number of units	Total EUR	Additional information (materials, subcontracting, ...)
A	Consensus Africa	4.5	Expert per Local guide per 10 sessions of training and 10 sessions of monitoring	Days	200.00	800.00	200.000.00	
B	Consensus Africa	4.5	Transportation and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	1.000.00	200.00	200.000.00	
C	Consensus Africa	4.5	Food and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	200.000.00	200.00	200.000.00	
D	Consensus Africa	4.5	Transportation and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	1.000.00	200.00	200.000.00	
E	Consensus Africa	4.5	Food and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	200.000.00	200.00	200.000.00	
F	Consensus Africa	4.5	Transportation and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	1.000.00	200.00	200.000.00	
G	Consensus Africa	4.5	Food and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	200.000.00	200.00	200.000.00	
H	Consensus Africa	4.5	Transportation and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	1.000.00	200.00	200.000.00	
I	Consensus Africa	4.5	Food and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	200.000.00	200.00	200.000.00	
J	Consensus Africa	4.5	Transportation and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	1.000.00	200.00	200.000.00	
K	Consensus Africa	4.5	Food and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	200.000.00	200.00	200.000.00	
L	Consensus Africa	4.5	Transportation and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	1.000.00	200.00	200.000.00	
M	Consensus Africa	4.5	Food and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	200.000.00	200.00	200.000.00	
N	Consensus Africa	4.5	Transportation and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	1.000.00	200.00	200.000.00	
O	Consensus Africa	4.5	Food and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	200.000.00	200.00	200.000.00	
P	Consensus Africa	4.5	Transportation and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	1.000.00	200.00	200.000.00	
Q	Consensus Africa	4.5	Food and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	200.000.00	200.00	200.000.00	
R	Consensus Africa	4.5	Transportation and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	1.000.00	200.00	200.000.00	
S	Consensus Africa	4.5	Food and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	200.000.00	200.00	200.000.00	
T	Consensus Africa	4.5	Transportation and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	1.000.00	200.00	200.000.00	
U	Consensus Africa	4.5	Food and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	200.000.00	200.00	200.000.00	
V	Consensus Africa	4.5	Transportation and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	1.000.00	200.00	200.000.00	
W	Consensus Africa	4.5	Food and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	200.000.00	200.00	200.000.00	
X	Consensus Africa	4.5	Transportation and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	1.000.00	200.00	200.000.00	
Y	Consensus Africa	4.5	Food and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	200.000.00	200.00	200.000.00	
Z	Consensus Africa	4.5	Transportation and accommodation for 10 sessions of training and 10 sessions of monitoring	Days	1.000.00	200.00	200.000.00	

COST CLAIM FOR FINAL PAYMENT

Title	SU.PR.EME. ITALIA - Sud Protagonista nel superamento delle Emergenze in ambito di grave sfruttamento e di gravi marginalità degli stranieri regolarmente
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Grant agreement number	
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Legal name of beneficiary/co-ordinator	Ministero del Lavoro e delle Politiche Sociali Direzione Generale dell'Immigrazione e delle Politiche di Integrazione
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Address	Via Flavia, 6 - 00192 Roma (RM) Italy
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Eligibility period		SUBTOTAL	To:	31.01.2021
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Banking details (if different from grant agreement, please provide new Financial Identification Form):	Name and address of the bank	Tesoreria Centrale dello Stato BDI
	Bank account n°	IT16U0100003245348200005839
	I.B.A.N	IT16U0100003245348200005839
	Bank account holder	Ministero del Lavoro e delle Politiche Sociali - Direzione Generale dell'Immigrazione e delle
	Payment reference (if necessary)	

Final payment requested from the EU	EURO	0,00
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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.

Name of legal representative:	
Phone:	
Function:	
Date:	
Signature:	

Index	
A	Gift
B	Target
C	Repayment
D	Communities
E	Group discussion
F	Indirect effect (non P)
	Students contribute specifically assigned by diversity to the teaching of the English course to students sponsored by the Government of the State of New York
G	Group learning, handling and evaluation from the background
H	Productive role

[illegible]

FUNCTIONALITIES AND COMMENTS

Protected fields	Where necessary, the fields on a sheet or the entire sheet is write-protected. You may enter data only in the fields that you are supposed to fill in. If you try to modify a locked cell you will receive a request for a password. Please note that the locking is intentional and you do not need to unlock the template and insert a password to fill in the table properly. As a general rule, only the fields with a white background are to be filled in. Sheet 4 'Budget & Execution summary' is protected as a whole to ensure the integrity of the data and formulas, i.e. it is inaccessible for editing. The other sheets are not fully protected and therefore Applicants are urged not to remove or modify the formulas, especially in the yellow areas as this can impact the calculation functionalities!
Filters	Each column on Sheet 3 and Sheet 5 has a filter, which allows you to filter the entries (using the relevant arrow inserted in the title line). Filtering under multiple parameters is possible by using the filter-buttons of more than one column.
Sorting A-Z or Z-A:	The locking parameters of Sheets 3 and 5 prevent the use of the sorting function.
Copy-paste Cut-paste Insert/delete line	Only the upper parts of the Sheets 3 and 5 are locked and this allows you to copy, cut, insert and delete lines and cells. While using these functions (especially the cut-paste and insert), please note that the calculation formula in the column Total EURO (yellow area) is not reproduced in the new line. It is your responsibility to ensure that the calculation remains correct.
Printing of the Budget	Please check the settings of the print area before you print the worksheets of the Budget Form.
Rounding	When inputting the forecasted amounts in the Sheet 3 make sure that the amounts you enter are rounded to two decimals (i.e. corresponding to XX EUR and XX EUROCENTS) and that there are no hidden decimals. Please note that the cells are set up to show two decimals only but the amounts are not rounded automatically.

BUDGET COLUMNS

Column H Budget Heading	When introducing a new cost or income item first you need to identify the appropriate Budget Heading. Each cost or income should be classified under one of these categories. No Budget heading letter is indicated for the amount of EU contribution; you cannot specify yourself the amount of EU contribution that you request. The table calculates it automatically on the basis of the estimated costs and income that you present in the table.
Column B Name of Beneficiary	Each item (i.e. each line, i.e. each cost or income) may be allocated to only one organisation (applicant or co-applicant(s)). It should be the organization that will incur the cost and will include it in its official accounts. Please make sure that every time you refer to an organisation you use the same name/same spelling/same abbreviation throughout the document in order to be able to benefit from the filter in this column and be able to select and review easily all entries that refer to one organisation.
Column C Activity	- Indicate the relevant Activity reference number (as per section 4.2 of the Grant Application Form) - 1.1, 1.2, ..., 2.1, 2.2, ... to which the cost is linked. - Indirect costs (Heading F) should be labelled "Indirect". - Income (Heading I & K) should be labelled "Income". In case the income is generated by a specific activity of the action, please provide details in the description of item.
Column E Description of item i.e. Who? What?	Provide a concrete description of each cost/income item. The estimated budget aims at providing clear financial information, and this column should therefore not be filled out referring vaguely to activities, but each entry should be a very specific cost. Income: Please give additional information on the sources of income. Especially in case that you foresee under heading I income to be generated by the activities of the action, you should provide details on the type of income and the way of calculation of the total amount.
Column H Unit	Provide the unit used for the calculation of budget (e.g. days, months, persons, items, pieces, kits, sessions, centres, ...). Wherever possible, the units selected should reflect the output indicators selected in the text of the application. Please note that lump sums are not allowed (except for indirect costs and income labelled under K).
Column F Amount per Unit in EURO	Ensure the amount indicated refers to the unit selected in column E. All amounts should be indicated with maximum two decimals.
Column G Number of Units	Indicate the number of units. Ensure the number of units refers to the unit indicated in column E. Please note that <u>lump sums are not allowed</u> .
Column H Total EURO	The cells in this column contain a not-protected formula. Be careful not to delete it. It is your responsibility to ensure that the total amount per line as stated in this cell is calculated correctly.
Column I Additional information	You should provide here information related to: - equipment's depreciation - subcontracting You may also provide any other additional information.

