

# Cultural and Creative Spaces and Cities (CCSC) – Partnership Agreement

*This Agreement was written in collaboration between the consortium partners of the CCSC project.*

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## I. Remarks

### A. Context

Cultural and Creative Spaces and Cities (CCSC) is a policy project co-funded by the Creative Europe programme of the European Union. The project brings together a consortium of ten organisations throughout Europe. This Partnership Agreement formalises the partnership of the ten budget-holding organisations.

### B. Glossaire / acronym

**Coordination Committee (CC):** implementing body within the consortium  
**Cultural and Creative Spaces and Cities (CCSC):** the project to be implemented by the signatories of this Partnership Agreement  
**European Commission (EC):** the donor of the CCSC project  
**Grant Agreement (GA):** Grant Agreement for an Action with Multiple Beneficiaries (EAC-2018-0142), signed between the European Commission (DG Education, Youth, Sport and Culture) and Trans Europe Halles  
**Monthly Monitoring and Administration Tool (MAMT):** financial reporting format for each partner to monitor their own spending throughout the project  
**Steering Committee (SC):** a governing body within the consortium

## II. Partnership Agreement

### A. Signatories of the Agreement

The signatories of this agreement are

- (1) **Mieke Renders**, representing the lead partner Trans Europe Halles (TEH), Stora Södergatan 64, 22223 Lund, Sweden,
- (2) **André Wilkens**, representing the partner European Cultural Foundation (ECF), Jan van Goyenkade 5, 1075 HN Amsterdam, The Netherlands,
- (3) **Evi Swinnen**, representing the partner P2P Foundation (P2P), Realengracht 196, 1013 AV Amsterdam, The Netherlands,

- **Value-driven development:** Let the values of each individual and organisation be the filter through which you make every decision, priority and how your relations are nurtured - be it public, private or civil organisations. Value-driven development for individuals, teams, organisations, societies is key to our collaboration.
  - **Trust-based steering:** In an age of detailed and control steering with a lot of indicators, documentation, formalities to live up to, the public sector has started to realise the inefficiencies of this type of management in which the glue of human relations, trust, is lacking. Trust-based steering puts trust in the employees to take the best-informed decisions, based on common vision and values. This has proven to create an organisational culture that is vastly more effective.
- (4) **Gitte Wille**, representing the Region Skåne (RSK), 205 25 Malmö, Sweden,
- (5) **Per Persson**, representing the partner Lunds Kommun (LUK), Future by Lund, Box 41, 22100 Lund, Sweden,
- (6) **Ronny Blust**, representing the partner Universiteit Antwerpen (UOA), Prinsstraat 13, 2000 Antwerpen, Belgium,
- (7) **Flavia Vanesa Introzzi López**, representing the partner Hablareante (HEA), C/ Atocha, no. 91, 1 dcha exterior, 28912 Madrid, Spain,
- (8) **Kai Huotari**, representing the partner Kinteliöstö Oy Kaapelitalo (OK), Taalberginkatu 1 C 15, 00180 Helsinki, Finland,
- (9) **Michal Hlaský**, representing the partner Creative Industries Košice (CIK), n.o. Kukulčinova 2, 040 01 Košice, Slovakia,
- (10) **Andreea Iager-Tali**, representing the partner Ambasada Casa PLAI (AMB), Timisoara, Al. Ioan Cuza nr. 10, ap. 22 RO34018223, Romania.

## B. Governance and project implementation

### 1. Values / principles of the partnership

#### WORKING PRINCIPLES OF ALL THE CCSC GOVERNANCE BODIES

Members of the governance and management structures will act according to the following code of conduct:

- Understand the why, objectives and results of the project.
- Be critically constructive and suggest viable solutions to problems raised to the Steering Committee's (SC's) concern.
- Ensure responsibility toward the beneficiaries, towards the donor and towards each other.
- Actively participate in meetings through discussion and review of minutes, papers and other SC documents.
- Have the capacity (or delegated capacity) to take decisions on behalf of their organizations and for the common interest of the project.
- Declare any conflict of interest one member could have with regard to a discussion on a specific topic. In this case, the member cannot participate in the discussion and in the related decisions.
- Maintain a high level of confidentiality around documents, data and information shared during the SC meetings.
- Contribute to positively communicate project results through own professional relations.

All parties agree to follow the values set out in annex 10, and in particular the following:

### 2. Partners roles and responsibilities

Partner	Resources dedicated to the project	Assigned role	Expected outputs
(1) Trans Europe Halles (TEH)	Project Manager (1 FTE), a Communication Manager (1 FTE) and a Finance Manager (0,8 FTE)	TEH is responsible for the global progress of the project, to connect the dots between all stakeholders of this project, see that timeframes and budgets are respected and spent according to the content, the reporting and official administration.	- Mapping and identification tool extended - Benchmarking tool -extended Creative Hubs - Knowledge base/toolkit - Urban regeneration - Dissemination - International co creation event - opening conference in Brussels

<b>(2) European Cultural Foundation (ECF)</b>	<p>0,5 FTE Senior Policy Officer and a 0,2 FTE Communications Officer. The Senior Policy Officer will be funded under the cross-dedicated and contributing with 0,5 FTE of their time, as will the Communications Officer with 0,1 FTE of this person's time.</p>	<p>in charge of extracting, analysing and building on the policy lessons derived from previous actions funded under the cross-sectorial strand of Creative Europe and other relevant publications (Culture for Cities and Regions, European Network of Creative hubs, European Creative Industries Alliance, OMC reports, Voices of Culture, ECoC, Urban Agenda for the EU, etc.).</p> <p>ECF will also draft the 3 policy reports on the Co-Creative policy events, the synthesised final study including lessons learned, policy and funding recommendations and the policy process part of the online practical policy toolbox.</p> <p>ECF will co-create with P2P the 3 Commons Policy co-creation events. They will assist in research and communications.</p>	<ul style="list-style-type: none"> <li>- 3 reports with policy recommendations from the Policy co-creation events (with UAntwerp and P2P)</li> <li>- Toolbox for hands-on policies (with University of Antwerp)</li> <li>- Final synthesized policy study</li> <li>- 1 policy co-creation event in Amsterdam</li> </ul>
<b>(3) P2P Foundation (P2P)</b>	<p>0,7 FTE Researcher, a 0,7 FTE Coordination Manager. Of both jobs, 0,2 will be contributed. Furthermore, P2P will contribute with 0,25 FTE of Michel Bauwens as learning facilitator of P2P and commons specialist.</p>	<p>To contribute with practice-based knowledge and learning patterns for the training of the Urban Labs and the policy co-creation events and engaging diverse sets of stakeholders.</p> <p>The P2P will support respectively TEH, ECF processes with regards to P2P learning, participatory action research, policy co-creation, communications and community engagement.</p>	<p>Trainings in Urban Labs Letter of intent 1 Co-Creative Policy Event in Naples</p>
<b>(4) Region of Skåne, Sweden (RSK)</b>	<p>1 spokesperson</p>	<p>Is responsible for the production of their local stakeholders' meetings, the organisation of their peer visits to another Urban Lab, invitations of Handshake Partners. Will host hold a policy co-creative event in Brussels or Malmö.</p>	<p>Kick off conference Closing conference One co-creation policy event</p>

<p>(5) The City of Lund, Sweden (LUK)</p>	<p>1 spokesperson</p> <p>Is responsible for the production of their local stakeholders' meetings, the organisation of their peer visits to another Urban Lab, invitations of Handshake Partners. Will host a Thematic Urban Exploration.</p>	<p>Letter of intent 1 urban exploration</p>
<p>(6) University of Antwerp (UOA)</p>	<p>0,7 FTE post-doctoral researcher, Head Researcher of CCQO (0,3 FTE), and an Administrative Assistant (0,1 FTE).</p> <p>In charge of the research component of this project, setting a framework to compare previous policy actions funded under the cross-sectoral strand of Creative Europe and publication of comparative research results plus a toolbox with concrete instruments, possible regulations and procedures for commoning policies</p>	<p>- 1 research study/ book - Toolbox for hands-on politics (with ECF) - 3 reports with policy recommendations from the policy co-creation events (with ECF and P2P)</p>
<p>(7) Hablarenarte, Madrid, Spain (HEA)</p>	<p>1 spokesperson</p>	<p>Is responsible for the production of their local stakeholders' meetings, the organisation of their peer visits to another Urban Lab, invitations of Handshake Partners. Will hold an urban exploration.</p>

### 3. Liability towards each other

#### a. No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third Parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and

- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

b. Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to Insert: once or twice the Party's share of the total costs of the Project, provided such damage was not caused by a wilful act or gross negligence. The terms of this Partnership Agreement shall not be construed to amend or limit any Party's statutory liability.

c. Damage caused to third Parties

Each Party shall be solely liable for any loss, damage or injury to third Parties resulting from the performance of the said Party's obligations by it or on its behalf under this Partnership Agreement or from its use of Results or Background.

d. Force Majeure

No Party shall be considered to be in breach of this Partnership Agreement if it is prevented from fulfilling its obligations under the Partnership Agreement by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

#### 4. Decision making process and governance structure

a. Steering Committee (SC)

The Steering Committee (SC) is the decision-making body for the project and gathers all 10 of the partners officially involved in the project.

The Steering Committee is therefore a participatory body set-up in the spirit of dialogue and collaboration among project's partners with the mandate to supervise the implementation of the project and provide strategic steering and orientation in order to achieve objectives and expected results.

The SC is composed of 10 people, including the managing director of TEH who will chair the meetings. The TEH Director will also convene the Steering Committee meetings and circulate the agenda and other supporting documents prior to the scheduled meeting. The Project Coordinator won't have any decision-making power or vote.

The rule for decision making will be: 1 vote per member

The steering committee will meet every two months via Skype and have three meetings in person throughout the project duration. This SC will meet approximately every 7 months in person. The meetings will coincide with a project event such as the Brussels conferences or a policy co-creation event. Extraordinary meetings can be called up on suggestion of one of the SC members, if extraordinary reasons occur, in agreement with the other members.

After each meeting, the Project Coordinator will write and circulate to each member of the SC the minutes with the relevant discussions and decisions taken.

SC meetings are valid if at least 60% of the members are participating. As a rule, decisions in the SC will be made by unanimity and agreement. In case of disagreement, consensus will be sought and if not possible, the vote of the majority will prevail.

The CCSC Steering Committee has the following responsibilities:

- Oversees progress towards desired objectives and provides strategic guidance for the effective implementation of the project by ensuring coherence between activities and objectives, results and donor guidelines/policies.
- Agrees on main changes that affect substantial elements of the program, such as budget distribution across countries/partners, objectives, project timeline, etc.
- Evaluates, in each meeting and based on the documents provided by the Coordination Committee (CC), the progresses achieved, examine and validate the periodical work plan and provide recommendations on the actions and measures to be taken (when it is needed).
- Approves project plans, reports (financial and narrative) and budgets.
- Oversees main current and future risks affecting the program and institution and advises on possible solutions.
- Discusses the findings of audits, annual reviews and evaluation reports and provides recommendations at a strategic level.
- Facilitates linkages to other relevant initiatives by other partners, affiliates or programs.
- Oversees and makes sure that the relationship with the donor is fluid and effective.
- In case of conflict between partners during the execution of the project, the SC intervenes providing guidance.
- Selections of the candidates from the open call (ref - page 87 from the submitted proposal).

The managing director will represent the project vis-à-vis the EU.

b. Coordination Committee (CC)

The project coordinator is responsible for the overall coordination of the project. She/ He will also facilitate the relationship among CCSC partners.

The Project Coordinator manages the Coordination Committee composed of the four following working groups:

- The finance management group: This working group is managed by TEH's financial manager for the CCSC project. Responsible for compiling financial reports, preparing statements of financial activity, budget compared to actual, cash flow statements and project expenditure statements; managing the procurement of consultants;
- The communication group: This working group is managed by TEH communication manager. Responsible for developing the communication strategy and planning, coordinating the communication efforts and following the communication. The communication manager will be in direct contact with communication officers designated by the partners.
- The scientific group (P2P, ECF, University of Antwerp): This working group is managed by TEH project manager. Responsible each of them for coordination of activities implemented under their specific responsibility, as well as of providing support and expertise to other implementing partners;
- The project management group: This working group is managed by TEH project manager. The group is responsible for overall project management and coordination of activities at local level and for partnership facilitation with their handshake partners and the urban labs stakeholders. They will be in direct connection with the Project Coordinator to ensure overall strategic and operational alignment. The Project Managers ensure coordination of inputs from their teams' members, such as: (i) communication officer (ii) finance officer, (iii) research officer.

Each working group will have at least one representative from each partner. One person can be a part of more than one working group. The CC will ensure coordination of efforts and activities in terms of implementation through regular meetings to guarantee a level of coherence with programme objectives and decisions taken by the Steering Committee.

## 5. Disputes and Conflict Resolution

When a conflict arises, the project manager will be informed. The first step is to try and solve the conflict between the Parties involved. When this does not work, the project manager steps in and mediates between the Parties. If this method proves ineffective, the SC is informed and initiates a mediation.

If, and to the extent that, the matter has not been resolved through the above-mentioned methods within 60 days, the Parties can submit the dispute, controversy or claim to a jointly appointed arbitrator or to the judicial court of Sweden.

## 6. Project Plan and Reporting

The reporting of the project will follow the EU requirements.

Please find in the annexes, the documents and templates related to the reporting: timesheet (annex 1), technical report (annex 2), financial report (annexes 3 and 4), the GANTT chart (annex 8), defining the project plan.

## 7. Project Budget and Co-Financing

See annexes 5 and 6 with total budget and contributions of each party. Upon signature of this agreement the budget of each partner is deemed binding. Partners will be informed in writing about any amendments of the budgets agreed to by the European Commission.

### C. Finance and Administration

#### 1. Funds Transfer

The donor provides pre-financing installments, an interim payment and a balance payment to the lead partner according to art. I.5.1 of the Grant Agreement.  
The partners receive funding installments from the lead partner based on when funding is provided by the European Commission and based on the actual volume of activity expected of each partner during the subsequent reporting period.

The timing of installments depends on when the EC verifies TEH's report and depends on when TEH receives the EC funds.  
The breakdown of transfers to partners will follow the tendential time frame indicated below:

Instalments transferred from TEH to each partner	Tendential time of transfer, depending on reporting by partners to TEH and timing of EC payments to TEH*
Instalment 1	Dec 2018**
Instalment 2	Mar 2019
Instalment 3	Jun 2019
Instalment 4	Dec 2019
Instalment 5	Mar 2020
Instalment 6	Jun 2020
Balance payment	May 2021 or later (soon after the balance reaches TEH)

\* each subsequent transfer will only be made to the partner if at least 70% of the previous instalment have been spent and the expenditure has been satisfactorily and completely reported to TEH - along with the relevant technical report - by the partner.

\*\* upon signature of the Partnership Agreement.

## 2. Eligible Costs

Only eligible costs will be financed through this project. Eligible costs are described in detail in art. II.19.1 and art. II.19.2 of the General Conditions (see annex 7) attached to the Grant Agreement, as follows:

- time-bound to the eligibility period (01/11/2018 - 28/02/2021)
- indicated in the budget and incurred in connection with the project
- identifiable and verifiable, i.e. provided with the necessary support documentation
- in compliance with applicable taxes and social legislation
- reasonable, justified and in compliance with the principle of sound financial management.

Furthermore, only expenditures incurred by the signatories of this agreement are eligible for funding. Financial support to third Parties without explicit prior authorisation by the lead partner is not permitted.

## 3. Financial Management

Partners should comply with their own budgets as closely as possible without exceeding the amounts allocated. If expenditures in any of the budget categories need to be exceeded, the lead partner must be informed as soon as possible, but at the latest at the next finance Skype meeting scheduled.

Each partner is obliged to report all incomes and expenditures relating to the project, including expenditures financed by EU funding and co-funding.

The lead partner commits to providing the partners with administrative tools that will guarantee a standard way of recording and reporting expenses incurred under the project, thus producing a uniform set of transactions for consolidation and reporting to the donor by the lead partner.

The above-mentioned administrative tools include:

- "List of supporting documents" (see annex 3) which each partner must fill in, in view of the financial reports to be compiled and submitted by the lead partner.
- A Monthly Administrative and Monitoring Tool (MAMT) which the partners use primarily for the purpose of financial forecast and planning, as well as to keep any deviation from the budget under control.

Both tools are filled in at every update of the partners' accounting - usually, and ideally - every month.

The supporting documents recorded for expenditure under the project should be scanned on a monthly basis, in conjunction with the filling in of the administrative files mentioned above. Each scanned document will bear a standardised name whose general structure will be indicated by the lead partner and uploaded onto a Google Drive partition made available for this purpose by the lead partner.

## 4. Financial and Technical Reporting

Starting on 15/01/2019 and then every second month going forth, the financial tools described in article 8 as well as a technical report (see annex 2) are sent to the lead partner. The lead partner will consolidate the accounting into a master file. As soon as this consolidation has taken place, a virtual meeting (e.g. via Skype) of the financial operators

and/or the project managers working on the project will take place for a joint update on the financial situation.

Throughout the project, bilateral virtual meetings will be held between the financial and technical representatives of each partner and the lead partner on a running basis in order to discuss questions and concerns in reporting and supporting documents. Any issue arising in the financial management and document filing illustrated under article 8 can be discussed during these meetings.

## 5. Right of Audit

As per Grant Agreement, the lead partner is required to contract certified auditors to examine all expenditures incurred within the project. Each project partner is obliged to provide original receipts via post if the contracted auditors deem it necessary for the purpose of the audit. Failure to provide original documents upon specific request can lead to ineligibility of said expenditure.

Original accounting documents, including all invoices, receipts, and supporting documents, need to be kept for at least five years after the balance payment by the European Commission.

## 6. Procurement rules

When procuring goods, works or services, each partner must guarantee that contracts are awarded - in line with art. II.10.1 of the General Conditions - "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".

When dealing with contractors, the lead partner and the partners in the project must ensure that the European Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their verification rights uninhibited through technical and financial checks, whereby the subject under verification is obliged to provide information, has a duty to keep all the relevant documentation for a duration of five (5) years from the date of the balance payment by the EU, and must allow on-the-spot visits by the above-mentioned authorities when so required, in agreement with art. II.27 of the General Conditions. In order to guarantee the awarding of contracts on the conditions indicated in the first paragraph of this article, partners must comply with the procurement procedures that are applicable to them in their own countries. This is especially but not exclusively true for public authorities that must follow national rules applying EU Directive 2014/24/EU on public procurement. Partners have to inform the lead partner within 4 weeks of signature of this agreement of the procurement laws and regulations applicable to them.

## 7. Processing of personal data

The lead partner and all partners must process personal data according to art. II.7.2 of the General Conditions attached to the Grant Agreement.

## D. VISIBILITY AND COMMUNICATIONS

### 1. Visibility of the European Commission in Project Communications

The partners of this consortium must clearly acknowledge the European Union's contribution in all deliverables (including communication material, publications, activities, etc.) for which the grant is used.

In this respect, beneficiaries are required to give prominence to the emblem of the European Union and the Creative Europe on all their publications, posters, programmes and other products realised under the co-financed project by:

- Indicating that the action is co-financed by the Creative Europe Programme of the European Union.
- To do this they must use the text, the emblem and the disclaimer available at [https://eacea.ec.europa.eu/about-eacea/visual-identity-and-logos-eacea/creative-europe-visual-identity-and-logos\\_en](https://eacea.ec.europa.eu/about-eacea/visual-identity-and-logos-eacea/creative-europe-visual-identity-and-logos_en)

Any publication related to the project made by the beneficiaries must include the following disclaimer:

"The European Commission support for the production of this publication does not constitute endorsement of the contents which reflects the views only of the authors, and the Commission cannot be held responsible for any use which may be made of the information contained therein".

If these requirements are not fully complied with, the beneficiary's grant may be reduced in accordance with the provisions of the grant agreement.

The partner organisation responsible for the overall project communications will provide information and guidance regarding the use of the European Commission's and the project's visual identity, including co-branding schemes.

Every communication material produced for external use by the project partners will require final approval from the project's communication manager.

### 2. Pre-Existent Rights and Ownership and Use of the Project's Results

- a) Each partner is and remains the sole owner of its intellectual and industrial property rights over pre-existent rights.
  - b) The partners retain ownership of the results of the project, including intellectual and industrial property right.
  - c) The partners have identified and listed in this Agreement the pre-existent rights over which they may grant access rights to the other partners, if that know-how is needed for carrying out the Project. See annex 9.
  - d) However, only the project Steering Committee can permit a partner to withdraw any of its pre-existent rights from annex 9.

- e) The partners agree that all pre-existent right not listed in Attachment X shall be explicitly excluded from the agreement. The partners agree, however, to negotiate in good faith additions to annex 9 if a partner asks them to do so and those are needed.
- f) The Foreground arising from work carried out under the project (deliverables) shall be the property of the partner carrying out the work generating that Foreground. The Foreground will be owned by the partner who has directly contributed to its creation, in terms of inventive contribution (i.e. financial contribution will not be taken into account). See article 2 on deliverables.
- g) If in the course of carrying out work on the project, several partners have jointly carried out work generating Foreground and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Foreground. The share of each of the partners concerned shall be defined between the co-owners proportionally to the intellectual contribution invested by each co-owner. However, the partners should first agree that it is not viable to determine respective contributions at any particular stage and in respect of a particular item of Foreground.
- h) Within a reasonable period, not exceeding four months, following creation of any jointly owned Foreground, the joint owners shall enter into good faith discussions in order to agree on the allocation and terms of exercising such joint ownership and on the appropriate course of action for filing applications for patent protection or other protection, including the decision as to which joint owner is to be entrusted with the preparation, filing and prosecution of such applications and in which countries or territories such applications are to be filed.
- i) Unless otherwise agreed:
  - each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
  - each of the joint owners shall be entitled to otherwise exploit the jointly owned results if the other joint owners are given: a) at least 45 calendar days advance notice; b) Fair and Reasonable compensation.
- j) Each Party may transfer ownership of its own Foreground. Partners are encouraged to distribute content under commons-based licenses, with relevant clauses that would ensure all derivative works are to be distributed under similar license (e.g. Creative Commons Attribution - Share Alike 4.0 International). Restrictions to commercial use may be applied at discretion.
- k) Incorrect declarations made in bad faith may lead to the exclusion of the partner concerned.
- l) The researchers are mentioned as authors in the publications to which they have contributed, and, in case of co-authored publications, there is a detailed indication of which parts of the publication have been written by each author.

### 3. Additional Provisions on the EC's Use of the Results Including Intellectual and Industrial Property Rights

- In accordance with Article II.9.3, whereby the Union acquires rights to use the results of the action, these results may be exploited using any of the following modes:
- distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;

- communication through press information services;
- inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;

- edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- prepare derivative works of the results of the action;
- translate, insert subtitles in, dub the results of the action into all official languages of the EU and the countries participating in the Creative Europe programme;
- license or sub-license to third parties, including if there are licensed pre-existing rights.

The beneficiary must ensure that the Union has the rights of use specified in the General Conditions and above for the whole duration of the industrial or intellectual property rights concerned.

#### 4. Dissemination

##### a. Dissemination of own Results

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

The objection has to include a precise request for necessary modifications.

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.

- b. Dissemination of another Party's unpublished Results or Background  
A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

##### c. Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Partnership Agreement.

Each Parties will cooperate with the Party responsible for the project communications to ensure that the projects foreground is widely disseminated.

##### d. Use of Names, Logos or Trademarks

Nothing in this Partnership Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

#### E. Entry into Force

Any amendments to this agreement need to be done in writing and enter into force upon recognition of all signatory Parties.

All signatories agree to the terms of this agreement and all its annexes.

Date, place \_\_\_\_\_ partner's SIGNATURE \_\_\_\_\_

Date, place \_\_\_\_\_ lead partner's SIGNATURE \_\_\_\_\_

### **III. List of Annexes**

- Annex 1 – Timesheet
- Annex 2 – Model Technical Report
- Annex 3 – List of Supporting Documents, Annex to the Official Grant Agreement
- Annex 4 – MAMT, Monthly Monitoring and Administration Tool
- Annex 5 – Official Budget Approved by the EU, Annex to the Official Grant Agreement
- Annex 6 – Partners' Internal Budget
- Annex 7 – General Conditions, Annex to the Official Grant Agreement
- Annex 8 – GANTT Chart, Annex to the Official Grant Agreement
- Annex 9 – Pre-Existing Rights
- Annex 10 – Values

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.

b. Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

c. Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Partnership Agreement.

Each Parties will cooperate with the Party responsible for the project communications to ensure that the project's foreground is widely disseminated.

d. Use of Names, Logos or Trademarks

Nothing in this Partnership Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

## E. Entry into Force

Any amendments to this agreement need to be done in writing and enter into force upon recognition of all signatory Parties.

All signatories agree to the terms of this agreement and all its annexes.

20<sup>th</sup> December 2019  
Date, place \_\_\_\_\_ partner's SIGNATURE

21/01/2019  
Date, place \_\_\_\_\_ lead partner's SIGNATURE



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## E. Entry into Force

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All signatories agree to the terms of this agreement and all its annexes.

2018-12-07

Date, place

partner's SIGNATURE

13.12.2018, Lund

Date, place

lead partner's SIGNATURE



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## E. Entry into Force

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All signatories agree to the terms of this agreement and all its annexes.

Date, place

partner's SIGNATURE

/ Per Person

Lund, 7/12/2018

Date, place

lead partner's SIGNATURE

Nicole Riedens



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## E. Entry into Force

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All signatories agree to the terms of this agreement and all its annexes

05/12/18

Date, place

partner's SIGNATURE

*Prof. Dr. Ronny Blust*

21/01/2019

Date, place

lead partner's SIGNATURE



The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.

b. Dissemination of another Party's unpublished Results or Background

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## E. Entry into Force

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All signatories agree to the terms of this agreement and all its annexes.

Madrid, 03 de diciembre 2016  
Date, place

*hablarenar*  
partner's SIGNATURE

Lund, 21/01/2019  
Date, place

lead partner's SIGNATURE



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All signatories agree to the terms of this agreement and all its annexes.

1.4.2019 *Actisanta*:

Date, place

partner's SIGNATURE

23/04/2019 Lund

Date, place

lead partner's SIGNATURE



The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.

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All signatories agree to the terms of this agreement and all its annexes.

Nov. 2018 / TIMISOARA  
Date, place partner's SIGNATURE

Date, place lead partner's SIGNATURE



The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.

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All signatories agree to the terms of this agreement and ~~and all its annexes.~~

Heerstichter 13/12/18  
Date, place \_\_\_\_\_ partner's SIGNATURE \_\_\_\_\_

Date, place \_\_\_\_\_ lead partner's SIGNATURE \_\_\_\_\_



The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.

**b. Dissemination of another Party's unpublished Results or Background**

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

**c. Cooperation obligations**

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All signatories agree to the terms of this agreement and all its annexes.

17/01/19 Gent

Date, place

partner's SIGNATURE

Date, place

lead partner's SIGNATURE



NAME OF ORGANISATION OR ENTITY :

**TIME SHEET**

NAME OF PERSON :  
POSITION :

**PERIOD COVERED:**

<b>Leave (days)</b>	0,0
<b>Parental leave (days)</b>	0,0
<b>Sickness (days)</b>	0,0
<b>Unpaid leave (days)</b>	0,0

SIGNED:

**DATE:** \_\_\_\_\_

APPROVED:

NAME :  
POSITION :  
DATE : :

#### Explanatory notes

- This template is adapted for use in cases where a person is working for several projects or tasks in a same period
  - To avoid errors, it may be useful to highlight week-ends or public holidays



## **ANNEX IV : TECHNICAL REPORTS**

### **Technical report on progress**

Information on the activities carried out and progress achieved

The beneficiary shall submit technical reports as specified in Section 116, on Reporting and Payment Arrangements: Each report will be submitted in English to the Commission in printed form and by e-mail. Electronic files must be in Microsoft® Word for Windows format.

#### **Short report on the next steps concerning the planned activities**

At the beginning of the project, a short report concerning the next steps concerning the planned activities will be submitted to the Commission.

#### **Technical report on progress**

The technical progress report shall include at least the following:

- information on the activities carried out and progress achieved
- problems encountered, solutions found or proposed
- timetable and methodology for implementation

#### **Interim operational report**

The interim report shall include at least the following:

- information on the activities carried out and progress achieved
- problems encountered, solutions found or proposed
- timetable and methodology for completion
- Sustainability plan;

#### **Final implementation report**

The final report shall include at least:

- Comprehensive information on all the activities carried out
- Problems encountered, solutions found and their impact on the outcomes achieved
- Sustainability of the action;

Detailed description  
*(activities carried out, (number of participants, targeted audience, people who benefit directly and indirectly of the action...), dissemination (communication and information plan, published material etc.)*

Problems encountered, solutions found or proposed

Timetable and methodology for completion

## Interim operational report

Information on the activities carried out and progress achieved

Achievement of objectives	Detailed description <i>(activities carried out, (number of participants, targeted audience, people who benefit directly and indirectly of the action...), dissemination (communication and information plan), published material etc.)</i>	Problems encountered, solutions found or proposed	Timetable and methodology for implementation	Sustainability Plan
Achievement of objectives	Detailed description: Comprehensive information on all the activities carried out (all the different activities carried out, overall assessment of the results of the action (number of participants, targeted audience, people who benefit directly and indirectly of the action...), and proof of their dissemination (communication and information plan), published material (CD, DVD publication, photographs, press releases...))	Problems encountered, solutions found and their impact on the outcomes achieved	Sustainability of the action	European added value / Relevance towards the strategic issues related to the EU Programme <i>(describe how the project contributed to the development and/or implementation of the European policy)</i>

## Final implementation report

## TIPS & TRICKS

In the cell corresponding to "Currency (ISO code)", don't forget to choose between one of Value in the drop down list. If yours is not present, add it Manually in the cell.

### Add new pages

If you want to add new blank page to complete a new section, you can use the shortcut : Ctrl+q or use the button  on the top right of the sheet

### Add New Line

If you want to add one or more line, select one or more existing blank line and then click on the right button of the mouse and select insert copied cells

### Rename a tab

To rename the tab just created by the command Add a New page, you can do a right click on the Tab and select rename. Write the appropriate name of the budget section

Insert New Line

## LIST OF SUPPORTING DOCUMENTS

For unique situations only indicate the end date.  
 For established got you paid. Please consult [here](#).

For welfare delivery, only subjects who had received the intervention were included. This was conducted to reduce the rate of bias associated with the inclusion of non-users.



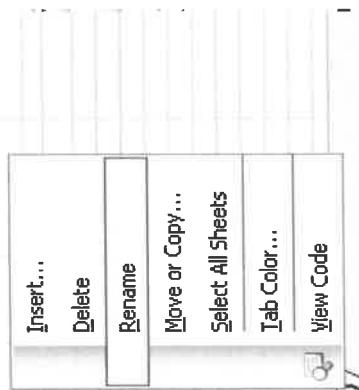
## LIST OF SUPPORTING DOCUMENTS

የኢትዮጵያ የወጪ ንብረቱ በፌዴራል ክፍል

Name of the co-organiser/partner responsible for the action	Date of delivery of goods or services*	Invoice No. (in the bookkeeping system)	Date of issue	Name of the supplier of either goods or services	Amount in National currency	If other than EUR/USD exchange rate*	Amount in EURO - 1 Final
Budget Section		Subject		Currse			



	0.00
EUR	0.00
BGN	0.00
DKK	0.00
HUF	0.00
LVL	0.00
LTL	0.00
PLN	0.00
CZK	0.00



▶▶▶ \\\ Tips & Tricks \\\ Tips & Tricks print screen \ List of invoices \ List of invoices (2) /

▶▶▶ \\\ Tips & Tricks \\\ Tips & Tricks print screen \ List of invoices \ List of invoices \ Section 3a /

## Annex VIII

## **LIST OF SUPPORTING DOCUMENTS**

<sup>1</sup> For unique deliveries only indicate the end date.

For unique deliveries only indicate the consult date:  
For expenditure not yet paid please consult: <http://ec.europa.eu/budget/et/inforeuro/index.cfm?Language=en> and use the rate of the month you are drawing the financial statement.

**PLEASE USE A SEPARATE TABLE FOR EACH SUB-SECTION OF THE BUDGET (i.e. Section 3a, 3b, 4a, 4b, 5c1, 5c2, 6a, 6, 6k etc.), RELEVANT TO THE EXPENDITURE YOU DECLARE.**



## Cultural and Creative Spaces and Cities - EAC/S23/2017

EU BLS	Budget line descriptions	Euro	Spent	Committed	Total	%	nov.18	
							Spent	Committed
1 P1	Project Manager (TEH)	1 877 582,00	0,00	0,00	0,00	0,00%	0,00	0,00
2 P2	Head Researcher (UAntwerp)	138 040,00	0,00	0,00	0,00	0,00%	0,00	0,00
3 P3	Assistant Researcher (UAntwerp)	73 332,00	0,00	0,00	0,00	0,00%	0,00	0,00
4 P4	Senior Policy/Advocacy Officer (ECF)	135 240,00	0,00	0,00	0,00	0,00%	0,00	0,00
5 P5	Policy Officer (ECF)	57 400,00	0,00	0,00	0,00	0,00%	0,00	0,00
6 P6	Researcher (Mapping, facilitation, etc.) (P2P)	53 200,00	0,00	0,00	0,00	0,00%	0,00	0,00
7 P7	Coordination Manager (P2P)	49 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
8 P8	Learning Facilitator (P2P)	17 500,00	0,00	0,00	0,00	0,00%	0,00	0,00
9 P9	Communication Manager (TEH)	125 860,00	0,00	0,00	0,00	0,00%	0,00	0,00
10 P10	Communication Officer (ECF)	19 880,00	0,00	0,00	0,00	0,00%	0,00	0,00
11 P11	Finance Manager (TEH)	90 944,00	0,00	0,00	0,00	0,00%	0,00	0,00
12 P12	Administrator (Antwerp)	11 410,00	0,00	0,00	0,00	0,00%	0,00	0,00
13 P13	Urban Lab professionals (UL no. 1)	30 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
14 P14	Urban Lab professionals (UL no. 2)	30 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
15 P15	Urban Lab professionals (UL no. 3)	30 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
16 P16	Urban Lab professionals (UL no. 4)	30 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
17 P17	Urban Lab professionals (UL no. 5)	30 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
18 P18	Urban Lab professionals (UL no. 6)	30 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
19 A.2.1.1	Project manager/Researcher/Documentation	10 600,00	0,00	0,00	0,00	0,00%	0,00	0,00
20 A.2.1.2	Project manager/Researcher/Documentation (accommodation)	4 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
21 A.2.1.3	Communication Manager	5 300,00	0,00	0,00	0,00	0,00%	0,00	0,00
22 A.2.1.4	Communication Manager (accommodation nights)	2 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
23 A.2.1.5	Admin & Finance Manager	4 240,00	0,00	0,00	0,00	0,00%	0,00	0,00
24 A.2.1.6	Admin & Finance Manager (accommodation nights)	1 600,00	0,00	0,00	0,00	0,00%	0,00	0,00

25	A.2.1.7	Managing Director THE	4 700,00	0,00	0,00	0,00	0,00	0,00%
26	A.2.1.8	Managing Director TEH (accommodation nights)	2 000,00	0,00	0,00	0,00	0,00	0,00%
27	A.2.2.1	Head researcher (Antwerp)	7 950,00	0,00	0,00	0,00	0,00	0,00%
28	A.2.2.2	Head researcher (Antwerp) (accommodation nights)	3 000,00	0,00	0,00	0,00	0,00	0,00%
29	A.2.2.3	Assistant researcher (Antwerp)	5 300,00	0,00	0,00	0,00	0,00	0,00%
30	A.2.2.4	Assistant researcher (Antwerp) (accommodation nights)	2 000,00	0,00	0,00	0,00	0,00	0,00%
31	A.2.2.5	Policy development manager (ECF)	8 250,00	0,00	0,00	0,00	0,00	0,00%
32	A.2.2.6	Policy development manager (ECF) (accommodation nights)	3 000,00	0,00	0,00	0,00	0,00	0,00%
33	A.2.2.7	Policy assistant manager (ECF)	5 300,00	0,00	0,00	0,00	0,00	0,00%
34	A.2.2.8	Policy assistant manager (ECF) (accommodation nights)	2 000,00	0,00	0,00	0,00	0,00	0,00%
35	A.2.2.9	Researcher (mapping, facilitation, etc.) (P2P)	5 300,00	0,00	0,00	0,00	0,00	0,00%
36	A.2.2.10	Researcher (mapping, facilitation, etc.) (P2P) (accommodation)	2 000,00	0,00	0,00	0,00	0,00	0,00%
37	A.2.2.11	Co-ordination manager (P2P)	8 250,00	0,00	0,00	0,00	0,00	0,00%
38	A.2.2.12	Co-ordination manager (P2P) (accommodation nights)	3 000,00	0,00	0,00	0,00	0,00	0,00%
39	A.2.3.1	Brussels conference 1 (2 pax x 7 UlS)	4 900,00	0,00	0,00	0,00	0,00	0,00%
40	A.2.3.2	Brussels conference 1 (2 pax x 7 UlS) (accommodation night)	2 800,00	0,00	0,00	0,00	0,00	0,00%
41	A.2.3.3	Partners' meeting 1 - Lund (1 pax x 7 UlS)	2 450,00	0,00	0,00	0,00	0,00	0,00%
42	A.2.3.4	Partners' meeting 1 - Lund (1 pax x 7 UlS) (accommodation)	1 400,00	0,00	0,00	0,00	0,00	0,00%
43	A.2.3.5	Partners' meeting 2 - Košice (1 pax x 7 UlS)	2 450,00	0,00	0,00	0,00	0,00	0,00%
44	A.2.3.6	Partners' meeting 2 - Košice (1 pax x 7 UlS) (accommodation)	1 400,00	0,00	0,00	0,00	0,00	0,00%
45	A.2.3.7	Partners' meeting 3 - Amsterdam (1 pax x 7 UlS)	2 450,00	0,00	0,00	0,00	0,00	0,00%
46	A.2.3.8	Partners' meeting 3 - Amsterdam (1 pax x 7 UlS) (accommodation)	1 400,00	0,00	0,00	0,00	0,00	0,00%
47	A.2.3.9	Partners' meeting 4 - Helsinki (1 pax x 7 UlS)	2 450,00	0,00	0,00	0,00	0,00	0,00%
48	A.2.3.10	Partners' meeting 4 - Helsinki (1 pax x 7 UlS) (accommodation)	1 400,00	0,00	0,00	0,00	0,00	0,00%
49	A.2.3.11	Brussels conference 2 (2 pax x 7 UlS)	4 900,00	0,00	0,00	0,00	0,00	0,00%
50	A.2.3.12	Brussels conference 2 (2 pax x 7 UlS) (accommodation night)	2 800,00	0,00	0,00	0,00	0,00	0,00%
51	A.2.4.1	Int'l Urban Exploration (5 events - 1 pax x 7 UlS)	12 250,00	0,00	0,00	0,00	0,00	0,00%
52	A.2.4.2	Int'l Urban Exploration (5 events - 1 pax x 7 UlS) (accommodation)	19 250,00	0,00	0,00	0,00	0,00	0,00%
53	A.2.4.3	Trainers (5 events x 2 pax)	3 500,00	0,00	0,00	0,00	0,00	0,00%
54	A.2.4.4	Trainers' accommodation (5 events x 2 pax x 2 nights)	2 000,00	0,00	0,00	0,00	0,00	0,00%

55	A.2.5.1	Co-creative Events (3 events - 2 pax x 7 ULS)	14 700,00	0,00	0,00	0,00	0,00%	0,00	0,00
56	A.2.5.2	Co-creative Events (3 events - 2 pax x 7 ULS) (accommodation)	23 100,00	0,00	0,00	0,00	0,00%	0,00	0,00
57	A.2.5.3	Trainers (3 events x 4 pax)	4 200,00	0,00	0,00	0,00	0,00%	0,00	0,00
58	A.2.5.4	Trainers' accommodation (3 events x 4 pax x 2 nights)	2 400,00	0,00	0,00	0,00	0,00%	0,00	0,00
59	A.2.6.1	Trainers (2x 7 events x 2 pax)	9 800,00	0,00	0,00	0,00	0,00%	0,00	0,00
60	A.2.6.2	Trainers' accommodation (2 x 7 events x 2 pax x 5 nights)	14 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
61	A.2.7.1	Handshake city representatives' travel (4 pax x 4,5 events x Handshake city representatives' accomm. (2 nights x 4 pax x 2 pax)	44 100,00	0,00	0,00	0,00	0,00%	0,00	0,00
62	A.2.7.2	Handshake city representatives' accomm. (2 nights x 4 pax x 2 pax)	25 704,00	0,00	0,00	0,00	0,00%	0,00	0,00
63	A.2.7.3	ECH representatives' travel (13 pax) from Handshake cities	4 550,00	0,00	0,00	0,00	0,00%	0,00	0,00
64	A.2.7.4	ECH representatives' accommodation (2 nights x 13 pax) from Handshake cities	2 600,00	0,00	0,00	0,00	0,00%	0,00	0,00
65	A.2.8.1	Representatives' travel (3 pax * 3 ITUE events)	2 700,00	0,00	0,00	0,00	0,00%	0,00	0,00
66	A.2.8.2	Representatives' travel (3/4 pax * 5 ICE events)	4 800,00	0,00	0,00	0,00	0,00%	0,00	0,00
67	A.2.8.3	Representatives' accommodation (3 pax * 3 ITUE events * 2)	1 800,00	0,00	0,00	0,00	0,00%	0,00	0,00
68	A.2.8.4	Representatives' accommodation (3/4 pax * 5 ICE events * 2)	3 200,00	0,00	0,00	0,00	0,00%	0,00	0,00
69	A.2.8.5	ECH representatives' accommodation (2 pax * 3 ITUE events)	1 800,00	0,00	0,00	0,00	0,00%	0,00	0,00
70	A.2.8.6	ECH representatives' accommodation (1/2 pax * 5 ICE events)	2 700,00	0,00	0,00	0,00	0,00%	0,00	0,00
71	A.2.8.7	ECH representatives' accommodation (2 pax * 3 ITUE events)	1 200,00	0,00	0,00	0,00	0,00%	0,00	0,00
72	A.2.8.8	ECH representatives' accommodation (1/2 pax * 5 ICE events)	1 800,00	0,00	0,00	0,00	0,00%	0,00	0,00
73	A.4.1	Filming and editing (3 mini-documentaries, 10' each à € 5,00)	15 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
74	A.4.2	Mapping and identification tool, extended (project coordination)	17 500,00	0,00	0,00	0,00	0,00%	0,00	0,00
75	A.4.3	Benchmarking tool - extended Creative Hubs (proj. coordination)	10 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
76	A.4.4	Benchmarking tool - extended Creative Hubs (web development)	15 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
77	A.4.5	Knowledge base/toolkit - Urban regeneration (proj. coordination)	6 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
78	A.4.6	Knowledge base/toolkit - Urban regeneration (web development)	5 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
79	A.4.7	Knowledge base/toolkit - Urban regeneration (content editing)	10 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
80	A.5.a.1.1	Venue rental (Op. Conf. Brussels 1)	2 500,00	0,00	0,00	0,00	0,00%	0,00	0,00
81	A.5.a.1.2	Catering (175 pax - lunch + coffee)	5 250,00	0,00	0,00	0,00	0,00%	0,00	0,00
82	A.5.a.1.3	Printed flyers and programme	1 500,00	0,00	0,00	0,00	0,00%	0,00	0,00
83	A.5.a.2.1	Venue rental (UI training)	4 900,00	0,00	0,00	0,00	0,00%	0,00	0,00
84	A.5.a.2.2	Catering (25 pax/event - lunch + coffee)	3 500,00	0,00	0,00	0,00	0,00%	0,00	0,00

85	A.5.a.2.3	Workshop materials for ULs (lump sum)	7 000,00	0,00	0,00	0,00	0,00	0,00
86	A.5.a.2.4	Training and methodology books	1 500,00	0,00	0,00	0,00	0,00	0,00
87	A.5.a.3.1	Catering (20 pax/event - lunch + coffee) UL stakeholder event	6 300,00	0,00	0,00	0,00	0,00	0,00
88	A.5.a.4.1	Venue rental (thematic urban explorations)	10 000,00	0,00	0,00	0,00	0,00	0,00%
89	A.5.a.4.2	Catering (50 pax/event - lunch + coffee)	8 750,00	0,00	0,00	0,00	0,00	0,00%
90	A.5.a.4.3	Production	12 500,00	0,00	0,00	0,00	0,00	0,00%
91	A.5.a.4.4	Communication	5 000,00	0,00	0,00	0,00	0,00	0,00%
92	A.5.a.5.1	Venue rental (co-creation policy events)	9 000,00	0,00	0,00	0,00	0,00	0,00%
93	A.5.a.5.2	Catering (100 pax/2 days/event)	21 000,00	0,00	0,00	0,00	0,00	0,00%
94	A.5.a.5.3	Production	6 000,00	0,00	0,00	0,00	0,00	0,00%
95	A.5.a.5.4	Communication	2 250,00	0,00	0,00	0,00	0,00	0,00%
96	A.5.a.6.1	Venue rental (Closing conf. Brussels 2)	3 500,00	0,00	0,00	0,00	0,00	0,00%
97	A.5.a.6.2	Catering (200 pax - lunch + coffee)	7 000,00	0,00	0,00	0,00	0,00	0,00%
98	A.5.a.6.3	Printed flyers and programme	2 000,00	0,00	0,00	0,00	0,00	0,00%
99	A.5.a.7.1	Venue rental (partner mtg. 1)	1 600,00	0,00	0,00	0,00	0,00	0,00%
100	A.5.a.7.2	Catering (30 pax - lunch + coffee)	900,00	0,00	0,00	0,00	0,00	0,00%
101	A.5.a.8.1	Venue rental (partner mtg. 2)	1 600,00	0,00	0,00	0,00	0,00	0,00%
102	A.5.a.8.2	Catering (30 pax - lunch + coffee)	900,00	0,00	0,00	0,00	0,00	0,00%
103	A.5.a.9.1	Venue rental (partner mtg. 3)	1 600,00	0,00	0,00	0,00	0,00	0,00%
104	A.5.a.9.2	Catering (30 pax - lunch + coffee)	900,00	0,00	0,00	0,00	0,00	0,00%
105	A.5.a.10.1	Venue rental (partner mtg. 4)	1 600,00	0,00	0,00	0,00	0,00	0,00%
106	A.5.a.10.2	Catering (30 pax - lunch + coffee)	900,00	0,00	0,00	0,00	0,00	0,00%
107	A.5.b.1.1	Travel (2 pax + 4 trainers) (Op. Conf. Brussels 1)	2 100,00	0,00	0,00	0,00	0,00	0,00%
108	A.5.b.1.2	Accommodation (6 pax x 1 night)	600,00	0,00	0,00	0,00	0,00	0,00%
109	A.5.b.1.3	Travel ECH (1 pax + 1 trainer)	700,00	0,00	0,00	0,00	0,00	0,00%
110	A.5.b.1.4	Travel ECH (2 pax x 1 night)	200,00	0,00	0,00	0,00	0,00	0,00%
111	A.5.b.2.1	Travel (7 pax x 2 return flights) (UL training)	4 900,00	0,00	0,00	0,00	0,00	0,00%
112	A.5.b.2.2	Accommodation (7 pax x 4 nights x 2)	4 480,00	0,00	0,00	0,00	0,00	0,00%
113	A.5.b.3.1	Travel (1 pax x 3 return flights) (UL stakeholder events)	7 350,00	0,00	0,00	0,00	0,00	0,00%
114	A.5.b.3.2	Accommodation (1 pax x 2 nights x 3)	4 200,00	0,00	0,00	0,00	0,00	0,00%

115	A.5.b.4.1	Travel (2 pax x 5 return flights) (Thematic Urban Exploration)	3 500,00	0,00	0,00	0,00	0,00%	0,00	0,00
116	A.5.b.4.2	Accommodation (2 pax x 2 nights x 5)	2 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
117	A.5.b.5.1	Travel (5 pax x 3 return flights) (Co-creation Policy events)	5 250,00	0,00	0,00	0,00	0,00%	0,00	0,00
118	A.5.b.5.2	Accommodation (5 pax x 2 nights x 3)	3 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
119	A.5.b.6.1	Travel (3 pax) (Closing conf. Brussels 2)	1 050,00	0,00	0,00	0,00	0,00%	0,00	0,00
120	A.5.b.6.2	Accommodation (3 pax x 2 nights)	600,00	0,00	0,00	0,00	0,00%	0,00	0,00
121	A.5.d.1.1	Speakers (Op. Conf. Brussels 1)	1 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
122	A.5.d.1.2	Moderator	500,00	0,00	0,00	0,00	0,00%	0,00	0,00
123	A.5.d.1.3	Artistic intervention	950,00	0,00	0,00	0,00	0,00%	0,00	0,00
124	A.5.d.1.4	Trainers for methodology preparation	2 800,00	0,00	0,00	0,00	0,00%	0,00	0,00
125	A.5.d.1.5	Trainer (ECH) for methodology preparation	700,00	0,00	0,00	0,00	0,00%	0,00	0,00
126	A.5.d.2.1	Trainers for traineeship events (Traineeships)	73 500,00	0,00	0,00	0,00	0,00%	0,00	0,00
127	A.5.d.3.1	Facilitator (IU stakeholders workshops)	10 500,00	0,00	0,00	0,00	0,00%	0,00	0,00
128	A.5.d.3.2	Trainers	29 400,00	0,00	0,00	0,00	0,00%	0,00	0,00
129	A.5.d.4.1	Speaker (Thematic urban explorations)	2 500,00	0,00	0,00	0,00	0,00%	0,00	0,00
130	A.5.d.4.2	Moderator	2 500,00	0,00	0,00	0,00	0,00%	0,00	0,00
131	A.5.d.4.3	Facilitator	3 500,00	0,00	0,00	0,00	0,00%	0,00	0,00
132	A.5.d.5.1	Moderator (Co-creation policy events)	3 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
133	A.5.d.5.2	Trainers	8 400,00	0,00	0,00	0,00	0,00%	0,00	0,00
134	A.5.d.6.1	Speakers (Closing conf. Brussels 2)	1 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
135	A.5.d.6.2	Moderator	500,00	0,00	0,00	0,00	0,00%	0,00	0,00
136	A.5.d.6.3	Artistic intervention	1 500,00	0,00	0,00	0,00	0,00%	0,00	0,00
137	A.6.1	Graphic design	10 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
138	A.6.2	Web development	10 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
139	A.6.3	Web maintenance / Web site manager	10 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
140	A.6.4	Digital advertising (SSM / SEM)	3 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
141	A.6.5	Printing leaflets	4 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
142	A.6.6	Marketing/communications (conference 1)	6 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
143	A.6.7	Marketing/communications (conference 2)	6 000,00	0,00	0,00	0,00	0,00%	0,00	0,00
144	A.6.8	Tool for internal comms and project management (e.g. Free	5 000,00	0,00	0,00	0,00	0,00%	0,00	0,00

145 A.6.9	Communication for ECF	10 000,00	0,00	0,00	0,00	0,00%
146 A.6.10	Communication for Urban Labs	21 000,00	0,00	0,00	0,00	0,00%
147 A.6.11	Editing book	3 000,00	0,00	0,00	0,00	0,00%
148 A.6.12	Editing reports	10 000,00	0,00	0,00	0,00	0,00%
149 A.6.13	Graphic design book	1 500,00	0,00	0,00	0,00	0,00%
150 A.6.14	Graphic design reports	4 000,00	0,00	0,00	0,00	0,00%
151 A.6.15	Printing book (4000 hard copies)	2 000,00	0,00	0,00	0,00	0,00%
152 A.6.16	Printing reports (1300 hard copies)	6 000,00	0,00	0,00	0,00	0,00%
153 A.6.17	Toolbox for hands-on politics: crossroads of policy, action, r	12 000,00	0,00	0,00	0,00	0,00%
154 07	Indirect costs	40 402,00	0,00	0,00	0,00	0,00%
	<b>TOTAL</b>				<b>0,00</b>	<b>0,00%</b>

	Budget €	Total €	%	Diff
Budget category A1 (Staff costs)	1 000 806,00	0,00	0,00	1 000 806,00
Budget category A2 (Travel and subsistence)	322 744,00	0,00	0,00%	322 744,00
Budget category A4 (Subcontracting, consulting, etc.)	78 500,00	0,00	0,00%	78 500,00
Budget category A5 (Conferences and seminars)	311 630,00	0,00	0,00%	311 630,00
Budget category A6 (Other direct cost)	123 500,00	0,00	0,00%	123 500,00
Budget category A7 (Indirect costs)	40 402,00	0,00	0,00%	40 402,00
		<b>1 877 582,00</b>	<b>0,00</b>	<b>0,00%</b>

No.	Partner code	Own acc't. ref.	Chapter	Chapter seq.	Pmt. Date	Inv. Date	Budget line	Description	Amount	Currency	Equivalent in €	Exch. Rate	Month pivot	Year pivot	Timecode
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SEK	10,39
EUR	1
RON	4,6701

[http://www.ecb.europa.eu/stats/policy\\_and\\_exchange\\_rates/euro\\_reference\\_exchange\\_rates/html/index.en.html](http://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html)

	SEK	RON
1.11.2018	10,39	4,6701
2.11.2018		
3.11.2018		
4.11.2018		
5.11.2018		
6.11.2018		
7.11.2018		
8.11.2018		
9.11.2018		
10.11.2018		
11.11.2018		
12.11.2018		
13.11.2018		
14.11.2018		
15.11.2018		
16.11.2018		
17.11.2018		
18.11.2018		
19.11.2018		
22.11.2018		
23.11.2018		
21.11.2018		
24.11.2018		
25.11.2018		
26.11.2018		
27.11.2018		



**ANNEX III : ESTIMATED BUDGET OF THE ACTION**

All amounts should be provided in euro

Project Title : Cultural and Creative Spaces and Cities

**Table 1 : Overview of expenditure**

	A. ELIGIBLE COSTS							B. OTHER NON-ELIGIBLE COSTS	C. CONTRIBUTIONS IN KIND	GRAND TOTAL (A + B = C)
A.1. Staff costs	A.2. Travel and subsistence	A.3. Equipment and material	A.4. Subcontracting, consultancy, studies, projects and other external services	A.5. Conferences and seminars	A.6. Other direct costs	Total direct costs	A.7. Indirect costs (overheads) (up to 7%)	Total eligible costs		
1 000 866,00	322 744,00	0,00	78 500,00	311 630,00	123 500,00	1 337 180,00	40 402,00	0,00	0,00	1 377 582,00
<b>TOTAL</b>						<b>78 500,00</b>	<b>311 630,00</b>	<b>123 500,00</b>	<b>40 402,00</b>	<b>1 377 582,00</b>

**ANNEX III : ESTIMATED BUDGET OF THE ACTION**

All amounts should be provided in euro

**Table 2 : Overview of revenue**

	Funding %
A. RECEIPTS	
A.1. Grant requested from the Commission	1 500 000,00
A.2. Income generated by the action	79,69%
A.3. Financial contribution from third parties earmarked to the eligible costs	1 500 000,00
<b>TOTAL OF RECEIPTS</b>	
<b>B. OTHER REVENUE</b>	
B.1. Financial contribution of the beneficiary (own resources)	377 582,00
B.2. Other financial contributions from third parties	0,00
<b>TOTAL OF OTHER REVENUE</b>	377 582,00
<b>C. CONTRIBUTIONS IN KIND</b>	0,00
<b>GRAND TOTAL (A + B + C)</b>	1 877 582,00

Note on "Profit" : Profit shall mean a surplus of the receipts over the eligible costs of the action (see Art.I.25.3.1)

Project Title : Cultural and Creative Spaces and Cities

 Done in Lund, 01/06/2018  
 Name: Mieke Reinders  
 Managing Director, Trans Europe Halles

Signature: .....



**A.1 Staff needs and costs by partner**  
All amounts should be provided in euro

		Staff by category		
		1. Management/Research	2. Communications	3. Administration
		Overall total number of working days	Overall total staff costs	Total staff cost by category
		Number of working days on the project	Cost per day	Total staff cost by category
<b>Total working days</b>		<b>4 735</b>	<b>1 000 805,00</b>	<b>517</b>
P1	Project Manager (TEH)	574	138 040,00	574 712,00
P2	Head Researcher (UAntwerp)	172	73 332,00	172 425,85
P3	Assistant Researcher (UAntwerp)	402	135 240,00	402 336,59
P4	Senior Policy/Advocacy Officer (ECF)	287	57 400,00	287 200,00
P5	Policy Officer (ECF)	287	53 200,00	287 185,37
P6	Researcher (Mapping facilitation, etc.) (P2P)	402	49 000,00	402 121,05
P7	Coordination Manager (P2P)	402	49 000,00	402 121,95
P8	Learning Facilitator (P2P)	144	17 500,00	144 17 500,00
P9	Communication Manager (TEH)	574	125 880,00	574 219,27
P10	Communication Officer (ECF)	115	19 880,00	115 19 880,00
P11	Finance Manager (TEH)	459	90 944,00	459 90 944,00
P12	Administrator (UAntwerp)	57	11 410,00	57 11 410,00
P13	Urban Lab professionals (U. no. 1)	144	30 000,00	144 209,06
P14	Urban Lab professionals (U. no. 2)	144	30 000,00	144 209,06
P15	Urban Lab professionals (U. no. 3)	144	30 000,00	144 209,06
P16	Urban Lab professionals (U. no. 4)	144	30 000,00	144 209,06
P17	Urban Lab professionals (U. no. 5)	144	30 000,00	144 209,06
P18	Urban Lab professionals (U. no. 6)	144	30 000,00	144 209,06
				0
				574
				0
				0
				0



**A.3. Equipment costs**

All amounts should be provided in euro  
If needed, one table for each partner must be filled in

Description	Number of items (a)	Cost (b)	Usage rate % (c)	Depreciation rate % (d)	Total costs (a x b x c x d)
<b>TOTAL</b>					

**A.4. Costs for subcontracting, consultancy, studies, projects and other external services**

All amounts should be provided in euro

If needed, one table for each partner must be filled in

<b>Subcontract</b>	<b>Task description</b>	<b>Total costs</b>
A.4.1	Filming and editing (3 mini-documentaries, 10' each à € 5.000)	15 000,00
A.4.2	Mapping and identification tool, extended (proj. coordinator x 6 months)	17 500,00
A.4.3	Benchmarking tool - extended Creative Hubs (proj. coordinator x 12 months)	10 000,00
A.4.4	Benchmarking tool - extended Creative Hubs (web development)	15 000,00
A.4.5	Knowledge base/toolkit - Urban regeneration (proj. coordinator x 6 months)	6 000,00
A.4.6	Knowledge base/toolkit - Urban regeneration (web development)	5 000,00
A.4.7	Knowledge base/toolkit - Urban regeneration (content editor x 10 months)	10 000,00
<b>TOTAL</b>		<b>78 500,00</b>

**A.5 Conferences and seminars**  
All amounts should be provided in euro

(Such as rent of rooms, rent or purchase of materials, interpretation booths, local transport)

Description	Number of items (a)	Cost per item (b)	Total cost (a x b)
<b>A.5.a - Organisation costs</b>			
<b>A.5.a.1 Opening conference Brussels (1 event)</b>	1	2 500,00	2 500,00
A.5.a.1.1 Venue rental	175	30,00	5 250,00
A.5.a.1.3 Printed flyers and programme	3000	0,50	1 500,00
<b>A.5.a.2 Training workshops in Urban Labs (7x2 events)</b>	14	350,00	4 900,00
A.5.a.2.1 Venue rental	350	10,00	3 500,00
A.5.a.2.2 Catering (25 pax/event - lunch + coffee)	7	1 000,00	7 000,00
A.5.a.2.3 Workshop materials for ULs (lump sum)	10	150,00	1 500,00
<b>A.5.a.4 Training and methodology books</b>			
<b>A.5.a.3 Urban Labs stakeholder-gathering events (3 events x 7)</b>	420	15,00	6 300,00
A.5.a.3.1 Catering (20 pax/event - lunch + coffee)	5	2 000,00	10 000,00
<b>A.5.a.4 Int'l thematic urban explorations (5 events)</b>	250	35,00	8 750,00
A.5.a.4.1 Venue rental	5	1 000,00	5 000,00
A.5.a.4.2 Catering (50 pax/event - lunch + coffee)	600	35,00	21 000,00
A.5.a.4.3 Production	3	2 000,00	6 000,00
A.5.a.4.4 Communication	3	750,00	2 250,00
<b>A.5.a.5 Co-creation policy events (3 events x 2 days)</b>	1	3 500,00	3 500,00
A.5.a.5.2 Catering (100 pax/2 days/event)	200	35,00	7 000,00
A.5.a.5.3 Production	4000	0,50	2 000,00
<b>A.5.a.6 Closing conference Brussels (1 event)</b>	1	1 600,00	1 600,00
A.5.a.6.1 Venue rental	30	900,00	27 000,00
A.5.a.6.2 Catering (200 pax - lunch + coffee)	1	1 600,00	1 600,00
A.5.a.6.3 Printed flyers and programme	1	1 600,00	1 600,00
<b>A.5.a.7 Partner meeting 1 (Lund, 2 days)</b>	1	1 600,00	1 600,00
A.5.a.7.1 Venue rental	30	900,00	27 000,00
A.5.a.7.2 Catering (30 pax - lunch + coffee)	1	1 600,00	1 600,00
A.5.a.8 Partner meeting 2 (Košice, 2 days)	1	1 600,00	1 600,00
A.5.a.8.1 Venue rental	30	900,00	27 000,00
A.5.a.8.2 Catering (30 pax - lunch + coffee)	1	1 600,00	1 600,00
<b>A.5.a.9 Partner meeting 3 (Amsterdam, 2 days)</b>	1	1 600,00	1 600,00
A.5.a.9.1 Venue rental	30	900,00	27 000,00
A.5.a.9.2 Catering (30 pax - lunch + coffee)	1	1 600,00	1 600,00
<b>A.5.a.10 Partner meeting 4 (Helsinki, 2 days)</b>	1	1 600,00	1 600,00
A.5.a.10.1 Venue rental	30	900,00	27 000,00
<b>A.5.a.10.2 Catering (30 pax - lunch + coffee)</b>	14	350,00	4 900,00
<b>TOTAL</b>			<b>129 450,00</b>

**A.5.b - Travel and subsistence costs of participants and speakers**

Purpose of journey	Number of return journeys (a)	Average travel costs per return journey (b)	Average subsistence costs per day (c)	Number of days' subsistence (d)	Total cost (a x b) + (c x d)
<b>A.5.b.1 Opening conference Brussels (1 event)</b>					
A.5.b.1.1 Travel (2 pax + 4 trainers)	6	350,00			2 100,00
A.5.b.1.2 Accommodation (6 pax x 1 night)	6	100,00			600,00
A.5.b.1.3 Travel ECH (1 pax + 1 trainer)	2	350,00			700,00
A.5.b.1.4 Travel ECH (2 pax x 1 night)	2	100,00			200,00
<b>A.5.b.2 Training workshops in Urban Labs (7 x 2 events)</b>					
A.5.b.2.1 Travel (7 pax x 2 return flights)	14	350,00			4 900,00

– Interpreters

Environ Biol Fish (2007) 79:1–11

	Number of speakers (a)	Number of days (b)	Average costs per day (c)	Total cost (a x b x c)
<b>A.5.d.1 Opening conference Brussels (1 event)</b>				
A.5.d.1.1 Speakers	2	1	500,00	1 000,00
A.5.d.1.2 Moderator	1	1	500,00	500,00
A.5.d.1.3 Artistic intervention	1	1	950,00	950,00
A.5.d.1.4 Trainers for methodology preparation	4	1	700,00	2 800,00
A.5.d.1.5 Trainer (ECL) for methodology preparation	1	1	700,00	700,00
<b>A.5.d.2 Traineeships for ULS and HS (7 x 2 events)</b>				
A.5.d.2.1 Trainers for traineeship events	7	15	700,00	73 500,00
<b>A.5.d.3 Urban Labs stakeholder workshops (3 events x 7)</b>				
A.5.d.3.1 Facilitator	7	3	500,00	10 500,00
A.5.d.3.2 Trainers	21	2	700,00	29 400,00
<b>A.5.d.4 Int'l thematic urban explorations (5 events)</b>				
A.5.d.4.1 Speaker	1	5	500,00	2 500,00
A.5.d.4.2 Moderator	1	5	500,00	2 500,00
A.5.d.4.3 Facilitator	1	5	700,00	3 500,00
<b>A.5.d.5 Co-creation policy events (3 events x 2 days)</b>				
A.5.d.5.1 Moderator	1	6	500,00	3 000,00
A.5.d.5.2 Trainers	6	2	700,00	8 400,00
<b>A.5.d.6 Closing conference Brussels (1 event)</b>				
A.5.d.6.1 Speakers	2	1	500,00	1 000,00
A.5.d.6.2 Moderator	1	1	500,00	500,00
A.5.d.6.3 Artistic intervention	1	1	1 500,00	1 500,00
<b>TOTAL</b>				<b>142 250,00</b>

**DTAI** costs of conferences and seminars:

**A.6. Other Direct Costs**

All amounts should be provided in euro  
 If needed, one table for each partner must be filled in

Description	Number of items (a)	Cost per item (b)	Total cost (a x b)
A.6.1 Graphic design	1	10 000,00	10 000,00
A.6.2 Web development	1	10 000,00	10 000,00
A.6.3 Web maintenance / Web site manager	1	10 000,00	10 000,00
A.6.4 Digital advertising (SSM / SEM)	1	3 000,00	3 000,00
A.6.5 Printing leaflets	1	4 000,00	4 000,00
A.6.6 Marketing/communications (conference 1)	1	6 000,00	6 000,00
A.6.7 Marketing/communications (conference 2)	1	6 000,00	6 000,00
A.6.8 Tool for internal comms and project management (e.g. Freedcamp)	1	5 000,00	5 000,00
A.6.9 Communication for ECf	1	10 000,00	10 000,00
A.6.10 Communication for Urban Labs	7	3 000,00	21 000,00
A.6.11 Editing book	1	3 000,00	3 000,00
A.6.12 Editing reports	4	2 500,00	10 000,00
A.6.13 Graphic design book	1	1 500,00	1 500,00
A.6.14 Graphic design reports	4	1 000,00	4 000,00
A.6.15 Printing book (4000 hard copies)	1	2 000,00	2 000,00
A.6.16 Printing reports (1300 hard copies)	4	1 500,00	6 000,00
A.6.17 Toolbox for hands-on politics: crossroads of policy, action, research	1	12 000,00	12 000,00
<b>TOTAL</b>		<b>123 500,00</b>	



**B. Other Non-Eligible Costs**

All amounts should be provided in euro

If needed, one table for each partner must be filled in

Description	Number of items (a)	Cost per item (b)	Total cost (a x b)
<b>TOTAL</b>			

**C. Contributions in Kind**  
All amounts should be provided in euro  
If needed, one table for each partner must be filled in

Description	Number of items (a)	Cost per item (b)	Total cost (a x b)
<b>TOTAL</b>			

Budget Creative Cities	€										
Months		Project Management	City Labs	Programme	Communication	Policy and Research	TOTAL				
	4 people			conference, events	4 personer	50%					
12		220 000		250 000		120 000					
12		220 000		310 000		120 000					
4		73 300		200000		40 000					
Travel		36 700				120 000					
Sum		550 000	350 000	150 000	50 000	400 000	1 500 000				

585000  
 468000 From the EU project  
 117000 Contribution from Region and Lund  
 1170000

## BUDGET



<b>TOTAL</b>	600 220	1 409 736	<b>2 009 956</b>
<b>INCOME EC</b>	<b>1 500 000</b>	90 264	

## BUDGET (EUR)

							CONTRIBUTED	CASH	TOTAL
<b>SALARIES</b>									
		Salary	Time	Task etc.	Months	Sum	Working days*	Amt. per day	
TEH	Project Manager/Researcher/Documentation	3 400	1	1,5	28	130 040	652	212	130 040
TEH	Communication Manager TEH	3 200	1	1,45	28	125 860	652	193	125 860
TEH	Finance Manager	2 800	0,8	1,45	28	90 944	652	139	90 944
<b>Salaries: TEH total</b>									
	Head Researcher Antwerp (Pascal Gleten)	8 730	0,3		28	73 332	652	112	73 332
Antwerp	Assistant Researcher Antwerp (postdoc 0 yrs exp)	6 900	0,7		28	135 240	652	207	135 240
Antwerp	Admin. Antwerp	4 075	0,1		28	11 410	652	18	11 410
<b>Salaries: Univ. Antwerp total</b>									
	Senior Policy/Advocacy Officer	4 100	0,5		28	57 400	652	88	57 400
ECF	Policy Officer	3 800	0,5		28	53 200	652	82	53 200
ECF	Communications Officer	3 550	0,1		28	9 940	652	15	9 940
<b>Salaries: ECF total</b>									
	Researcher Mapping & Facilitation, Drafting recommendations	2 500	0,2		28	14 000	35 000	Res.	Res.
P2P	Researcher Mapping, Facilitation, Drafting recommendations	2 500	0,5		28	14 000	35 000	Res.	Res.
TEH	Coordination Manager P2P	2 500	0,2		28	14 000	35 000	Coord.Mgr.	Coord.Mgr.
ECF	Coordination Manager P2P	2 500	0,5		28	17 500	70 000	Line 6	Line 6
<b>Salaries P2P total</b>									
	Electronics lab salaries etc) for each urbanlab	6			28	30 000	180 000	Year 1	Year 1
<b>Salaries: UL total</b>									
<b>SALARIES TOTAL</b>									
	Graphic design	10 000					79809,595	16530	34051,8
	Web development	10 000							29227,795
	Web maintenance: Web site manager	10 000							
	Digital advertising (SEM / SEM)	3 000					2775,00	2837,55	2922,78
	Printing leaflets	4 000							
	Marketing/communications (conference 1)	6 000							
TEH	Marketing/communications (conference 2)	6 000							
	Filming and editing - subcontract (3 times mini docu 10)	15 000	3		5000	15 000	(sub)		
	Tool for internal comm. and projectmanagement (eg freedcamp)	5 000					5 000		
	Editing book	3 000	1				3 000		
	Editing reports	2 500	4				10 000		
	Graphic design book	1 500	1				1 500		
	Graphic reports	1 000	4				4 000		
	Printing book	2 000	1				2 000		
	Printing reports	1 500	4				6 000		
	Communication: subcontracted and materials	10 000	1				10 000		
	Communication for Urban Lab	7					21 000		
<b>COMMUNICATION TOTAL</b>									
	TRAVEL, ACCOMMODATION, SUBSISTENCE						0	126 500	2
	Travel Management Team								
	Project Manager/Researcher/Documentation	350	20	7 000		7 000			
	Communication Manager	350	10	3 500		3 500			
TEH	Admin & Finance Manager	350	8	2 800		2 800			
TEH	Managing Director TEH	350	10	3 500		3 500			
	Accommodation Management Team								
	Project Manager/Researcher/Documentation	100	40	4 000		4 000			
	Communication Manager	100	20	2 000		2 000			
TEH	Admin & Finance Manager	100	16	1 600		1 600			
TEH	Managing Director TEH	100	20	2 000		2 000			
	Subsistence Management Team								
	Project Manager/Researcher/Documentation	60	60	3 600		3 600			
	Communication Manager	60	30	1 800		1 800			
	Admin & Finance Manager	100	24	1 440		1 440			
	Marketing Director TEH	60	20	1 200		1 200			
	Travel Research Team								
	Head Researcher Antwerp	350	15	5 250		34 440			
	Assistant Researcher Antwerp	350	10	3 500		8 750			



Travel invite Handshake Cities {13 pax ECH}		Accommodation invite Handshake Cities {13 pax ECH}								
Call for invitation of external policy and cultural organisations to participate in TME (Call for invitation of Creative Hubs [ECH]) to participate in ITUE and in co-creative policy events		Unit cost No.		Total		Total		Charged (Changed)		
TRAVEL ACCOMMODATION, SUBSISTENCE TOTAL		20 000		20 000						
<b>PROGRAMME</b>										
Opening Conference Brussels	Venue rental	2500	1	18 800		18 800				
Skane	Printed flyers and programme	1500	1	2500		2500		2500		
Catering for 175 persons (lunch + coffee breaks)	Venue rental	30	1	1500		1500		1500		
	Artistic intervention	950	1	5250		5250		5250		
	1 moderator	1	1	950		950		950		
	2 speakers	500	1	500		500		500		
	1000	2	2	1000		1000		1000		
	2100	6	6	2100		2100		2100		
Accommodation {2 persons + 4 trainers}	Travel {1 person + 4 trainers ECH}	350	2	700		700		700		
All ULS	Accommodation {1 person +1 trainer ECH}	100	6	600		600		600		
	200	2	2	200		200		200		
Process and Training Manager (ECH) for Brussels	Venue rental	700	4	2800		2800		2800		
Training workshops in Urban Labs (2 x 5 days)	Venue rental	700	2	700		700		700		
All ULS	Travel {1 trainer x 2}	350	2	700		700		700		
	700	2	2	700		700		700		
Accommodation {1 trainer x 4 nights}	Travel {1 trainer x 2 x 4 nights}	80	8	640		640		640		
Process and Training Managers for Training Workshops Urban Labs	Venue rental	700	15	73 500		73 500		73 500		
All ULS	Stakeholder workshop in UI city * 3 (catering, room, workshops)	300	1	300		300		300		
	Catering for 20 persons	500	1	500		500		500		
	1 facilitator	350	1	350		350		350		
Process and Training Managers for Stakeholders	Venue rental	200	1	200		200		200		
All ULS	Accommodation {1 person x 2 nights}	700	6	4200		4200		4200		
<b>International Thematic Urban Explorations (catering, venue, travel)</b>										
Kosice	Venue rental	2000	5	10850		10850		10850		
Helsinki	Catering for 50 persons	35	1	2000		2000		2000		
Lund	Production	2500	1	50		50		50		
Naples	Communication	1000	1	1750		1750		1750		
Timisoara	1 moderator	500	1	2500		2500		2500		
	1 speaker	500	1	500		500		500		
	1 facilitator (local)	700	1	700		700		700		
	Travel {2 persons x 1 events}	350	2	700		700		700		
	Accommodation {2 persons x 2 nights}	200	2	400		400		400		
Co-creation policy events, 2 days, 100 participants each	Venue rental	3000	3	9000		9000		9000		
Skane	Catering for 100 persons	70	100	3000		3000		3000		
Madrid	Production	2000	1	2000		2000		2000		
	Communication	750	1	750		750		750		
	1 moderator	500	1	500		500		500		
	1 speaker	700	1	700		700		700		
Travel {5 persons x 1 events}	350	5	5	1750		1750		1750		
All accommodation {5 persons x 1 nights}	200	5	5	1000		1000		1000		
Process and Training Managers for co-creative events	Venue rental	700	12	1	8400		8400		8400	
Closing Conference Brussels	Venue rental	3500	1	3500		3500		3500		
Skane	Printed flyers and programme	2000	1	2000		2000		2000		
Catering for 200 persons (lunch + coffee breaks)	Venue rental	35	1	7000		7000		7000		
	Artistic intervention	1500	1	1500		1500		1500		
	1 moderator	500	1	500		500		500		
	2 speakers	500	2	1000		1000		1000		
	Travel {3 persons}	350	3	1050		1050		1050		
Project Management	Accommodation {3 persons + 2 nlf/ht}	100	6	600		600		600		
TEH	Hosting Partner Meeting no. 1 (lundi, 2 days)	2 500						2 500		
	Catering for 30 persons (lunch + coffee breaks)	200						200		
	Hosting Partner Meeting no. 2 (Kosice, 2 days)	1500						1500		
	Accommodation {3 persons + 2 nlf/ht}	2 500						2 500		

CIKE		Venue rental			
	Catering for 30 persons (lunch + coffee breaks)				
Hanling Partner Meeting no. 3 (Amsterdam, 2 days)	2 500				2 500
ECF	Venue rent				
	Catering for 30 persons (lunch + coffee breaks)				
Hosting Partner Meeting no. 4 (Helsinki, 2 days)	2 500				2 500
Karjell	Venue rental				
	Catering for 30 persons (lunch + coffee breaks)				
					303 130
<b>Subtotal Activities</b>					
	Toolkits				
TEH	Mapping and identification tool extended	17 500			17 500
	Project coordinator	17 500			
TEH	Benchmarking tool - extended Creative Hubs	25 000			25 000
	Project coordinator				
TEH	Web development	10 000			
		15 000			
TEH	Knowledge base/toolkit - Urban regeneration	21 000			21 000
	Project coordinator				
TEH	Web development	6 000			
		5 000			
TEH	Contents editor	5 000			
		10 000			
ECF	Toolbox for hands-on politics				
	Toolbox for hands-on politics: crossroads of policy, action, research				12 000
					12 000
Equipment		Unit cost	No		
TEH	Workshop materials for Urban Labs	1000	7		
TEH	Training books	150	10		
					7 000
					1 500
					8 500
					sub
	Subtotal Toolkits and Materials				
TEH	Workshop materials for Urban Labs				0
TEH	Training books				0
					0
					0
PROGRAMME TOTAL					4
TOTAL ELIGIBLE COSTS					20.11
OVERHEAD (max. 7%)					
	Rent office	500	28	14 000	
	Computers	1 160	5	5 800	
	Office furniture			3 000	
	Communication (phone, etc.)			3 800	
	Research			10 790	
	Other			3 012	
TOTAL OVERHEAD					
				40 402	
					1 837 582
GRAND TOTAL					
					1 837 582
BALANCE					0

Only specified additional costs that are not covered by operational grant.

OVERALL ELIGIBLE COSTS		
PROGRAMME TOTAL	377 582	20.11
TOTAL ELIGIBLE COSTS	1 837 582	
OVERHEAD (max. 7%)		
Rent office	500	28
Computers	1 160	5
Office furniture		
Communication (phone, etc.)		
Research		
Other		
TOTAL OVERHEAD		
		40 402
GRAND TOTAL		
		1 837 582

## BUDGET (EUR)

					CONTRIBUTED	CASH	TOTAL
3	Existing lab (salaries etc) for each urbanlab Salaries ULs total		1	28	40 000		
Communication for Urban Labs		Unit cost	No.	1 Sum	3 000		3 000
Travel UL (Brussels conference 1)		350	2	700	No. of ULs	1	700
Travel UL (Brussels conference 2)		350	2	700	Total	700	700
Travel UL (Partner meeting 1)		350	1	350	No. of ULs	1	350
Travel UL (Partner meeting 2)		350	1	350	Total	350	350
Travel UL (Partner meeting 3)		350	1	350	No. of ULs	1	350
Travel budget Urban Labs (travel and accom)					Total		
Accommodation UL (Brussels conference 1)		Unit cost	No.	Sum	No. of ULs	1	400
Accommodation UL (Brussels conference 2)		100	4	400	Total	400	400
Accommodation UL (Partner meeting 1)		100	2	200	No. of ULs	1	200
Accommodation UL (Partner meeting 2)		100	2	200	Total	200	200
Accommodation UL (Partner meeting 3)		100	2	200	No. of ULs	1	200
Travel budget Urban Labs (travel and accom)					Total		
Subtotal Urban Labs		Unit cost	No.	Sum	No. of events	Total	9 900
Trainee Programme							5 000
Travel Trainee Programme		350		0	1	0	0
Accommodation Trainee Programme		100		0	1	0	0
Process and Training Managers*		700	10	0	1	7 000	7 000
Invite Handshake Cities		Unit cost	No.	Sum	No. of events	Total	Several subcontracted*
Travel Invite Handshake Cities		350		0	1	0	
Accommodation Invite Handshake Cities		100		0	1	0	
International Thematic Urban Explorations		Unit cost	No.	Sum	No. of events	Total	1 100
Travel Thematic Urban Explorations (8 pax)		350	2	700	1	700	
Accommodation Thematic Urban Explorations		100	4	400	1	400	
Call for invitation of external policy, creative hubs and cultural organisations to participate in ITUE							
TRAVEL, ACCOMMODATION, SUBSISTENCE TOTAL							40 000
PROGRAMME							23 100
Events In city UL to gather stakeholders * 3 (catering, room)							
Venue rental							
Catering for ... persons							
1 moderator							
... speakers							
Co-creation policy events, 2 days, 100 participants		12 000	1	12 000			
Venue rental							
Catering for ... persons							
1 moderator							
... speakers							
International Thematic Urban Explorations (catering, room, trainer)							
Venue rental							
Catering for ... persons							
1 moderator							
... speakers							



## BUDGET (EUR)

			CONTRIBUTED	CASH	TOTAL	Comments
3.5	Existing lab (salaries etc) for each urbanlab Salaries ULS total					This contribution overlaps with the "Ongoing" tab (lines 17 & 19)
	Communication for Urban Labs					
	Travel UU (Brussels conference 1)	Unit cost	No.	Sum	3 000	
	Travel UU (Brussels conference 2)	350	2	700	700	700
	Travel UU (partner-meeting-1)	Unit cost	No.	Sum	No. of UUs	Total
	Travel UU (partner-meeting-2)	350	1	350	1	350
	Travel UU (partner-meeting-3)	350	1	350	1	350
	Accommodation UU (Brussels conference 1)	100	4	400	No. of UUs	Total
	Accommodation UU (Brussels conference 2)	100	4	400	1	400
	Accommodation UU (partner-meeting-1)	100	2	200	No. of UUs	Total
	Accommodation UU (partner-meeting-2)	100	2	200	1	200
	Accommodation UU (partner-meeting-3)	100	2	200	1	200
	Travel budget Urban Labs (travel and accom)				6 050	
	Subtotal Urban Labs					9 900
	Trainee Programme	Unit cost	No.	Sum	No. of events	Total
	Travel Trainee Programme	350	0	0	1	0
	Accommodation Trainee Programme	100	0	0	1	0
	Process and Training Managers*	700	5	3 500	No. of events	Total
	Invite Handshake Cities	Unit cost	No.	Sum	No. of events	Total
	Travel Invite Handshake Cities	350	0	0	1	0
	Accommodation Invite Handshake Cities	100	0	0	1	0
	International Thematic Urban Explorations	Unit cost	No.	Sum	No. of events	Total
	Travel Thematic Urban Explorations (8 pax)	350	2	700	1	700
	Accommodation Thematic Urban Explorations	100	4	400	1	400
	(Call for invitation of external policy, creative hubs and cultural organisations to participate in IUE)					
	<b>TRAVEL, ACCOMMODATION, SUBSISTENCE TOTAL</b>				<b>40 000</b>	<b>19 600</b>
	<b>PROGRAMME</b>					
	Events in city UU-to-gather-stakeholders (catering-room)					
	Catering for ... persons	Venue rental				
	1 moderator					
	... speakers					
	International Thematic Urban Explorations (catering-room, travel)					
	Catering for ... persons	Venue rental				
	1 moderator					
	... speakers					
	Co-creation policy events, 2 days, 100 participants each	Venue rental				
	Catering for 100 persons (lunch + coffee breaks)					
	1 moderator					
	2 speakers					
	Training workshops	Venue rental				
		2 500				
						2 500

Instead of events in the city we can arrange a short farm tour for handshake partners to present any prototype farming solutions developed by the rural lab. That would only need renting of a minibus and some traditional meal.

This contribution overlaps with the "Ongoing" tab (lines 17 & 19)

Catering for 100 persons (lunch + coffee breaks)						
1 moderator						
2 speakers						
Process and Training Managers for Urban Labs	700	6	1	4 200		
Equipment					Several subcontracted*	4 200
Workshop materials for Urban Labs	1 000	1				
Training-books	150	#				
Consultants / Subcontracted						
<b>PROGRAMME TOTAL</b>				<b>0</b>	<b>40 700</b>	
<b>TOTAL ELIGIBLE COSTS</b>				<b>40 000</b>		
						<b>80 700</b>

Is this overlapping with line 30?

These will have been covered by our on-going project  
150

59350

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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.

**'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, 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 intentional act or omission affecting the Union's financial interests relating to the use or presentation of false, incorrect or incomplete statements or documents, to non-disclosure of information in violation of a specific obligation;

**'Implementation period'**: the period of implementation of the activities forming part of the action, as specified in Article 1.2.2;

**'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;

**'Related person'**: any person who has the power to represent the beneficiary or to take decisions on its behalf;

**'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;

**'Substantial error'**: any infringement of a provision of an agreement resulting from an act or omission, which causes or might cause a loss to the Union's budget.

### 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;
- (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*.
  - (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 I.7.2.

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

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

- (a) 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*.

- (b) 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 II.7 – PROCESSING OF PERSONAL DATA

### II.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 (EC) No 45/2001.<sup>1</sup>

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

The beneficiaries have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller identified in Article I.7.1.

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

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

## 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 must award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, they 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/EU<sup>2</sup> or 'contracting entities' within the meaning of Directive 2014/25/EU<sup>3</sup> 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.

**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.10.1 the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (c), (d) and (e).

**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

- (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

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**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.

**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

**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 60 000 for each third party except if the financial support is the primary aim of the *action* as specified in Annex I;
- (b) the criteria for determining the exact amount of the financial support;
- (c) the different types of activity that may receive financial support, on the basis of a fixed list;
- (d) the 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 conditions for participation;
- (b) the award criteria;
- (c) the amount of the prize;
- (d) the payment arrangements.

- 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.12.3** 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 obligations under Article II.11.1 (e) the grant may be reduced in accordance with Article II.25.4.

**ARTICLE II.13 — AMENDMENTS TO THE AGREEMENT**

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



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

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

- (a) be duly justified;
  - (b) be accompanied by appropriate supporting documents; and
  - (c) be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the *implementation period*.
- Point (c) does not apply in cases duly substantiated by the party requesting the amendment if the other party agrees.

**II.13.4** 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.15.3** The party faced with *force majeure* may not be considered in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

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

#### **II.16.1 Suspension of implementation by the 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 *substantial errors, irregularities or fraud* in the award procedure or while implementing the Agreement or if a beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Commission has evidence that a beneficiary has committed systemic or recurrent errors, *irregularities, fraud* or 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 errors, *irregularities, fraud* or breach have a material impact on this grant; or
- (c) if the Commission suspends *substantial errors, 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;
- (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 do not implement the *action* as described in Annex I or a beneficiary fails to comply with another substantial obligation incumbent on it under the Agreement;
- (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 any person that assumes unlimited liability for the debts of that beneficiary comes under any of the situations provided for in points (a) or (b) of Article 106 (1) of the Financial Regulation;<sup>4</sup>
- (f) a beneficiary or any *related person* comes under any of the situations provided for in points (c), (d), (e) or (f) of Article 106 (1) or comes under Article 106 (2) of the Financial Regulation;
- (g) the Commission has evidence that a beneficiary or any *related person* has committed *substantial errors, irregularities or fraud* in the award procedure or while implementing the Agreement, including if that beneficiary or *related person* has submitted false information or failed to provide required information;
- (h) the Commission has evidence that a beneficiary has committed systemic or recurrent errors, *irregularities, fraud* or serious breach of obligations in other Union or Euratom grants awarded to it under similar conditions and such errors, *irregularities, fraud* or breach have a material impact on this grant; or
- (i) 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 (f), (g) or (h) and that beneficiary has failed to request an amendment ending the participation of the entity and reallocating its tasks.

#### II.17.3.2 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 II.17.3.1, 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), (g), (h) and (i) 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 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.]

<sup>4</sup> Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union.



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

**II.18.3** In accordance with Article 299 TFEU, for the purposes of recovery within the meaning of Article II.26, the 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 I.3.2(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 I.3.2(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 I.3.2(a)(iv) or (d);
- (e) 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 unless otherwise specified in Article I.3.2.

### II.20.2 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.
- (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.
- (e) 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.
- (f) 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;
- (g) 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 (e), (f) and (g) 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(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)(ii) or (c), take the form of lump sums.

**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 *substantial errors, irregularities or fraud* in the award procedure or while implementing the Agreement or if a beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Commission has evidence that a beneficiary has committed systematic or recurrent errors, 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 errors, *irregularities, fraud or breach have a material impact on this grant; or*  
 (c) if the Commission suspects *substantial errors, irregularities, fraud or breach of obligations committed by a beneficiary in the award procedure or 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 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 unit, flat-rate and lump sum contributions

This step is applied as follows:

- (a) If, as provided for in Article I.3.2(a), the grant takes the form of the reimbursement of eligible costs, the reimbursement rate specified in that Article is applied to the eligible costs of the *action* approved by the Commission for the corresponding categories of costs, beneficiaries and affiliated entities;
- (b) If, as provided for in Article I.3.2(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;
- (c) If, as provided for in Article I.3.2(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;
- (d) If, as provided for in Article I.3.2(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.

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

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

The total amount paid to the 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.

#### 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.

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

The total eligible costs of the *action* are the consolidated total eligible costs approved by the Commission for the categories of costs reimbursed in accordance with Article I.3.2(a).

The total receipts of the *action* are the consolidated total receipts established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the coordinator.

The following are considered receipts:

- (a) income generated by the *action*;
- (b) financial contributions given by third parties to a beneficiary or to an affiliated entity, if they are specifically assigned by the third parties to the financing of the eligible costs of the *action* reimbursed by the Commission in accordance with Article I.3.2(a)(i).

The following are not considered receipts:

- (a) financial contributions by third parties, if they may be used to cover costs other than the eligible costs under the Agreement;
- (b) financial contributions by third parties with no obligation to repay any amount unused at the end of the *implementation period*.

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the actual eligible costs of the *action* approved by the Commission for the categories of costs referred to in Article I.3.2(a)(i). The deduction will be applied on the amount calculated following Steps 1 and 2.

#### 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');
- (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 intended);
- (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/EC<sup>5</sup> 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.

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<sup>5</sup> Directive 2007/64/EC<sup>5</sup> 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.

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.

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 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 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 errors, 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 errors, irregularities, fraud or breach of obligations in other EU or Euratom grants awarded under similar conditions and such errors, irregularities, fraud or breach have a material impact on this grant; and

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;



- (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 errors 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 errors, *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 on 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 errors, *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 Checks and inspections by 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 2185/96<sup>6</sup> and Regulation (EU, Euratom) No 883/2013<sup>7</sup> OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against *fraud and other irregularities*.

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

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

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

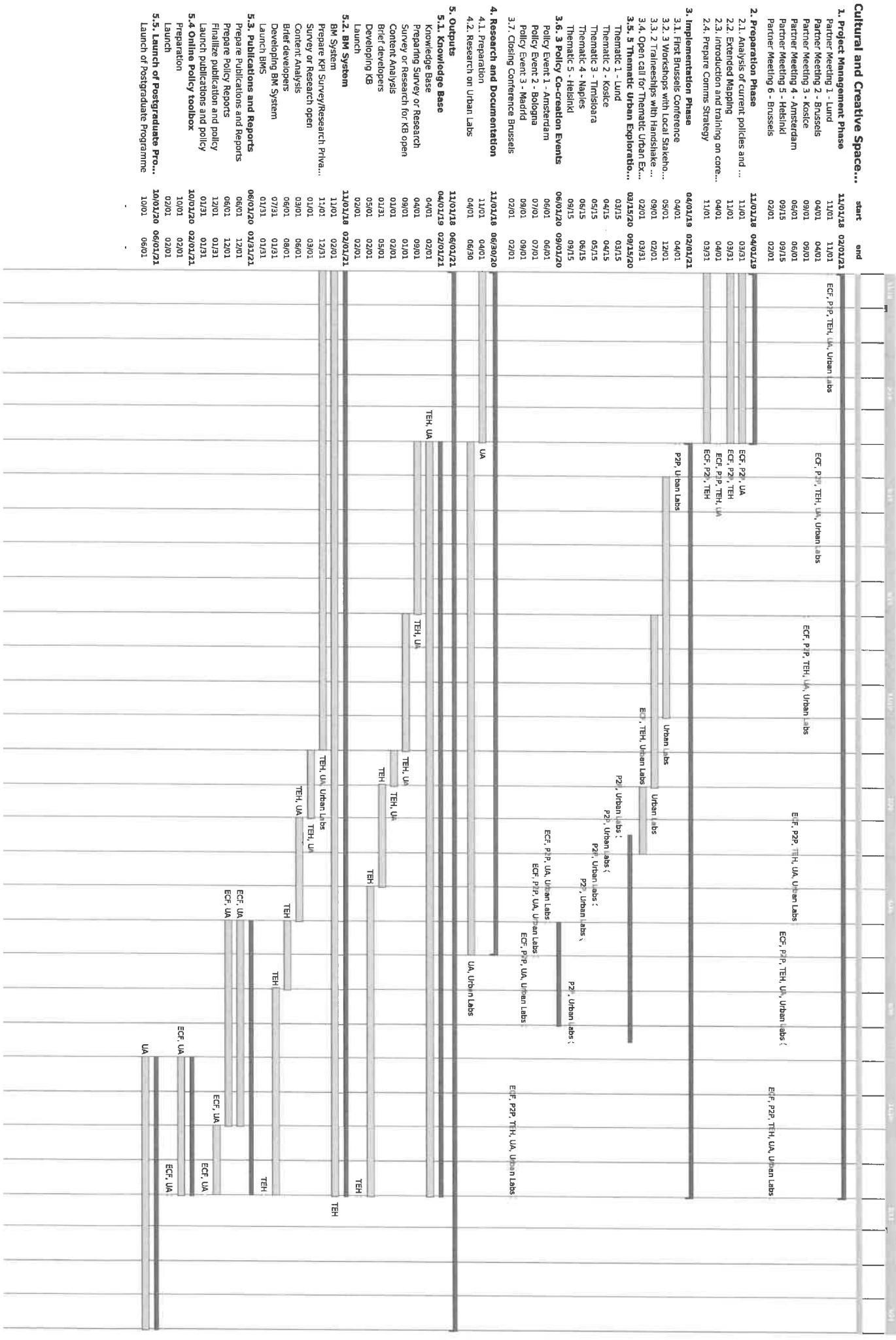
The European Court of Auditors has the same rights as the Commission, particularly the right of access, for the purpose of checks and audits.

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<sup>6</sup> 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*.

<sup>7</sup> Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF).







## **Annex 9: pre-existent rights included in the Agreement**

**(1) Trans Europe Halles, Sweden.**

- Benchmarking System developed as partner in Creative Lenses.
- Knowledge Base on Business Model Innovation developed as partner in Creative Lenses.
- European mapping of non-governmental cultural centers.

**(2) European Cultural Foundation, Netherlands.**

- None.

**(3) P2P Foundation, Netherlands.**

- None.

**(4) Region Skåne, Sweden.**

- None.

**(5) Lunds Kommun and Future by Lund, Sweden.**

- None.

**(6) Universiteit Antwerpen, Belgium.**

- None.

**(7) Hablarenarte, Spain.**

- None.

**(8) Kiinteistö Oy Kaapelitalo, Finland.**

- None.

**(9) Creative Industries Košice, Slovakia.**

- Benchmarking System developed as partner in Creative Lenses.
- Knowledge Base on Business Model Innovation developed as partner in Creative Lenses.

**(10) Ambasada Casa PLAI, Romania.**

- None.



## **Annex 10 – Values, how we work together**

The Cultural and Creative Spaces and Cities project brings together cross-sectoral partners willing to address the project by applying the same principles of co-creation, openness, shared values and communing. This is the foundation for our work together. We have decided together to base our collaboration on trust. This means that we trust in the partners and participants to take the best-informed decisions, based on our shared vision and values. Decisions are taken for the common good of the consortium and the project. We as partners will choose our priorities guided by the principle of shared learning and opportunities. This is also how our relations are nurtured - be it public, private or civil organisations.

During year 1 of the project, we will discuss and agree which shared values, behaviours and priorities will guide our work in order to carry out the project successfully and reach our objectives. We are aware of the need of translating our values into actions and the need to keep refining them.

A first step in this direction was taken at the partner meeting in Lund November 2018 and will be refined and checked throughout the project.

### **Common values of the project partners expressed at the partner meeting**

Based on our shared values:

- Curiosity, learning,
- Share, involvement
- Respect, transparency
- Humour, fun
- Initiate, lead
- Deliver, impact
- Build, influence
- Include, participate

We commit to:

- Learn from existing knowledge and practice, be curious and test learning outcomes
- Test and try different perspectives and be bold enough to accept mistakes as well as successes
- Support our common goals by accepting our limits and be transparent of our needs to succeed
- Initiate and build cross-sectorial cooperation and partnerships in our activities to create knowledge and trust
- Use our curiosity to discover our different perspectives, contexts, challenges and knowledge as a foundation for relations and development
- Be transparent and include different stakeholders' perspectives to improve and change policy work on different levels and thereby have better impact
- Build the partnership with respect and a shared approach, so we are able to deliver and share resources
- Use humour, fun and a positive approach to inspire new ways of working as well as new partnerships
- Share insights and opportunities to create an efficient exchange and stronger impact
- Build new knowledge as well as put already existing knowledge in use to create impact and change

