



EUROPEAN COMMISSION
Directorate-General Migration and Home Affairs
Migration and Security Funds; Financial Resources and Monitoring
Union actions



GRANT AGREEMENT

NUMBER — 823842 — IW Europe

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

on the one part,

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

represented for the purposes of signature of this Agreement by Stephanie CARILLON, Head of Unit, ,
Directorate-General Migration and Home Affairs, Migration and Security Funds; Financial Resources
and Monitoring, Union actions,

and

on the other part,

1. 'the coordinator':

TRANSPARENCY INTERNATIONAL EV (TI), established in ALT MOABIT 96, BERLIN 10559, Germany, represented for the purposes of signing the Agreement by Project Legal Signatory, Patricia Moreira

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

2. **TRANSPARENCY INTERNATIONAL LIAISON OFFICE TO THE EUROPEAN UNION AISBL (TI EU)**, established in RUE DE L'INDUSTRIE 10, BRUXELLES 1000, Belgium,

3. **TRANSPARENCY INTERNATIONAL ITALIA (TI Italy)**, established in PIAZZALE CARLO MACIACHINI 11, MILANO 20159, Italy,

4. **TRANSPARENCY INTERNATIONAL LIETUVOS SKYRIUS (TI Lithuania)**, established in DIDZIOJI 5, VILNIUS 01128, Lithuania,

5. **ASSOCIATION TRANSPARENCE-INTERNATIONAL (FRANCE) (TI France)**, established in 14 passage Dubail, PARIS 75010, France,

6. **TRANSPARENCY INTERNATIONAL NEDERLAND (TI Netherlands)**, established in MAURITSKADE 64, KAMER 2D-3, AMSTERDAM 1092AD, Netherlands,

7. **SABIEDRIBA PAR ATKLATIBU DELNA (TI Latvia)**, established in CITADELES IELA 8, RIGA 1010, Latvia,

8. **TRANSPARENCY INTERNATIONAL ESPANA (TI Spain)**, established in FORTUNY 53, MADRID 28010, Spain, VAT number: ESG84845361,

9. **TRANSPARENCY INTERNATIONAL SLOVENIA - DRUSTVO INTEGRITETA (TI Slovenia)**, established in VOZARSKI POT 12, LJUBLJANA 1000, Slovenia, VAT number: SI57790507,

10. **DIETHNIS DIAFANEIA ELLAS ASSOCIATION (TI Greece)**, established in THETIDOS 4, ATHINA 11528, Greece, VAT number: EL099522558,

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

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

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

The Agreement is composed of:

Terms and Conditions

Annex 1	Description of the action
Annex 2	Estimated budget for the action
Annex 3	Accession Forms
Annex 4	Model for the financial statements
Annex 5	Model for the certificate on the financial statements (CFS)
Annex 6	Not applicable
Annex 7	Not applicable

TERMS AND CONDITIONS

TABLE OF CONTENTS

CHAPTER 1 GENERAL	8
ARTICLE 1 — SUBJECT OF THE AGREEMENT.....	8
CHAPTER 2 ACTION	8
ARTICLE 2 — ACTION TO BE IMPLEMENTED.....	8
ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION.....	8
ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS.....	8
4.1 Estimated budget.....	8
4.2 Budget transfers.....	8
CHAPTER 3 GRANT	8
ARTICLE 5 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATE AND FORMS OF COSTS.....	8
5.1 Maximum grant amount.....	8
5.2 Form of grant, reimbursement rate and forms of costs.....	8
5.3 Final grant amount — Calculation.....	9
5.4 Revised final grant amount — Calculation.....	10
ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS.....	11
6.1 General conditions for costs to be eligible.....	11
6.2 Specific conditions for costs to be eligible.....	11
6.3 Conditions for costs of affiliated entities to be eligible.....	15
6.4 Ineligible costs.....	15
6.5 Consequences of declaration of ineligible costs.....	16
CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES	16
SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION	16
ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION.....	16
7.1 General obligation to properly implement the action.....	16
7.2 Consequences of non-compliance.....	16
ARTICLE 8 — RESOURCES TO IMPLEMENT THE ACTION — THIRD PARTY INVOLVED IN THE ACTION.....	16
ARTICLE 8a — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING.....	16
ARTICLE 9 — PURCHASE OF GOODS, WORKS OR SERVICES.....	16
9.1 Rules for purchasing goods, works or services.....	17

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

16.4 Payment of the balance — Amount — Calculation.....	23
16.5 Notification of amounts due.....	24
16.6 Currency for payments.....	24
16.7 Payments to the coordinator — Distribution to the beneficiaries.....	24
16.8 Bank account for payments.....	24
16.9 Costs of payment transfers.....	25
16.10 Date of payment.....	25
16.11 Consequences of non-compliance.....	25
ARTICLE 17 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS.....	25
17.1 Checks, reviews and audits by the Commission.....	26
17.2 Investigations by the European Anti-Fraud Office (OLAF).....	27
17.3 Checks and audits by the European Court of Auditors (ECA).....	28
17.4 Checks, reviews, audits and investigations for international organisations.....	28
17.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings.....	28
17.6 Consequences of non-compliance.....	29
ARTICLE 18 — EVALUATION OF THE IMPACT OF THE ACTION.....	30
18.1 Right to evaluate the impact of the action.....	30
18.2 Consequences of non-compliance.....	30
SECTION 3 OTHER RIGHTS AND OBLIGATIONS	30
ARTICLE 18a — CONDITIONS FOR CARRYING OUT SPECIFIC ACTIVITIES.....	30
ARTICLE 19 — PRE-EXISTING RIGHTS AND OWNERSHIP OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS).....	30
19.1 Pre-existing rights and access rights to pre-existing rights.....	30
19.2 Ownership of results and rights of use.....	30
19.3 Consequences of non-compliance.....	31
ARTICLE 20 — CONFLICT OF INTERESTS.....	31
20.1 Obligation to avoid a conflict of interests.....	31
20.2 Consequences of non-compliance.....	31
ARTICLE 21 — CONFIDENTIALITY.....	31
21.1 General obligation to maintain confidentiality.....	31
21.2 Consequences of non-compliance.....	32
ARTICLE 22 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING.....	32
22.1 Communication activities by the beneficiaries.....	32
22.2 Communication activities by the Commission.....	32

22.3 Consequences of non-compliance.....	33
ARTICLE 23 — PROCESSING OF PERSONAL DATA.....	33
23.1 Processing of personal data by the Commission.....	34
23.2 Processing of personal data by the beneficiaries.....	34
23.3 Consequences of non-compliance.....	34
ARTICLE 24 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE COMMISSION.....	34
CHAPTER 5 DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES	35
ARTICLE 25 — DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES.....	35
25.1 Roles and responsibilities towards the Commission.....	35
25.2 Internal division of roles and responsibilities.....	35
25.3 Internal arrangements between beneficiaries — Consortium agreement.....	36
CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS — DAMAGES — SUSPENSION — TERMINATION — FORCE MAJEURE	36
SECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS	36
ARTICLE 26 — REJECTION OF INELIGIBLE COSTS.....	36
26.1 Conditions.....	36
26.2 Ineligible costs to be rejected — Calculation — Procedure.....	36
26.3 Effects.....	37
ARTICLE 27 — REDUCTION OF THE GRANT.....	37
27.1 Conditions.....	37
27.2 Amount to be reduced — Calculation — Procedure.....	37
27.3 Effects.....	38
ARTICLE 28 — RECOVERY OF UNDUE AMOUNTS.....	38
28.1 Amount to be recovered — Calculation — Procedure.....	38
ARTICLE 29 — ADMINISTRATIVE SANCTIONS.....	40
SECTION 2 LIABILITY FOR DAMAGES	40
ARTICLE 30 — LIABILITY FOR DAMAGES.....	40
30.1 Liability of the Commission.....	40
30.2 Liability of the beneficiaries.....	40
SECTION 3 SUSPENSION AND TERMINATION	41
ARTICLE 31 — SUSPENSION OF PAYMENT DEADLINE.....	41
31.1 Conditions.....	41
31.2 Procedure.....	41
ARTICLE 32 — SUSPENSION OF PAYMENTS.....	41
32.1 Conditions.....	41

32.2 Procedure.....	42
ARTICLE 33 — SUSPENSION OF THE ACTION IMPLEMENTATION.....	42
33.1 Suspension of the action implementation, by the beneficiaries.....	42
33.2 Suspension of the action implementation, by the Commission.....	43
ARTICLE 34 — TERMINATION OF THE AGREEMENT OR OF THE PARTICIPATION OF ONE OR MORE BENEFICIARIES.....	44
34.1 Termination of the Agreement by the beneficiaries.....	44
34.2 Termination of the participation of one or more beneficiaries, by the beneficiaries.....	44
34.3 Termination of the Agreement or of the participation of one or more beneficiaries, by the Commission.....	46
SECTION 4 FORCE MAJEURE	48
ARTICLE 35 — FORCE MAJEURE.....	48
CHAPTER 7 FINAL PROVISIONS	49
ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES.....	49
36.1 Form and means of communication.....	49
36.2 Date of communication.....	49
36.3 Addresses for communication.....	50
ARTICLE 37 — INTERPRETATION OF THE AGREEMENT.....	50
37.1 Precedence of the Terms and Conditions over the Annexes.....	50
37.2 Privileges and immunities.....	50
ARTICLE 38 — CALCULATION OF PERIODS, DATES AND DEADLINES.....	50
ARTICLE 39 — AMENDMENTS TO THE AGREEMENT.....	51
39.1 Conditions.....	51
39.2 Procedure.....	51
ARTICLE 40 — ACCESSION TO THE AGREEMENT.....	51
40.1 Accession of the beneficiaries mentioned in the Preamble.....	51
40.2 Addition of new beneficiaries.....	52
ARTICLE 41 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES.....	52
41.1 Applicable law.....	52
41.2 Dispute settlement.....	52
ARTICLE 42 — ENTRY INTO FORCE OF THE AGREEMENT.....	53

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

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

CHAPTER 2 ACTION

ARTICLE 2 — ACTION TO BE IMPLEMENTED

The grant is awarded for the action entitled ‘**Integrity Watch: online tools for the fight against political corruption in Europe / IW Europe — IW Europe**’ (‘**action**’), as described in Annex 1.

ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION

The duration of the action will be **24 months** as of the first day of the month following the date the Agreement enters into force (see Article 42) (‘**starting date of the action**’).

ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS

4.1 Estimated budget

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

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

4.2 Budget transfers

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

However, the transfers between budget categories must stay below 20% of the total costs for the action set out in Annex 2, unless they are approved by an amendment.

CHAPTER 3 GRANT

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

5.1 Maximum grant amount

The ‘**maximum grant amount**’ is **EUR 544,050.70** (five hundred and forty four thousand fifty EURO and seventy eurocents).

5.2 Form of grant, reimbursement rate and forms of costs

The grant reimburses **90%** of the action's eligible costs (see Article 6) (**'reimbursement of eligible costs grant'**) (see Annex 2).

The estimated eligible costs of the action are EUR **604,500.78** (six hundred and four thousand five hundred EURO and seventy eight eurocents).

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

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

5.3 Final grant amount — Calculation

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

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

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

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

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

5.3.2 Step 2 — Limit to the maximum grant amount

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

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

The grant must not produce a profit.

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

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

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

The following are considered **receipts**:

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

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

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

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

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

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

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

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

5.4 Revised final grant amount — Calculation

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations; see Article 17) — the Commission rejects costs (see Article 26) or reduces the grant (see Article 27), it will calculate the ‘**revised final grant amount**’ for the action or for the beneficiary concerned.

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

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

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

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

6.1 General conditions for costs to be eligible

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

(a) for **actual costs**:

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

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

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

- (i) they must be calculated by applying the flat-rate set out in Annex 2, and
- (ii) the costs (actual costs) to which the flat-rate is applied must comply with the conditions for eligibility set out in this Article;

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

6.2 Specific conditions for costs to be eligible

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

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

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

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

A. Direct personnel costs

Types of eligible personnel costs

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

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

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

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

- (a) the person works under the beneficiary’s instructions and, unless otherwise agreed with the beneficiary, on the beneficiary’s premises;
- (b) the result of the work carried out belongs to the beneficiary, and
- (c) the costs are not significantly different from those for personnel performing similar tasks under an employment contract with the beneficiary.

Calculation

Personnel costs must be calculated by the beneficiaries as follows:

- for persons **working exclusively on the action**:

{monthly rate for the person
multiplied by
number of actual months worked on the action}.

The months declared for these persons may not be declared for any other EU or Euratom grant.

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

{annual personnel costs for the person
divided by
12}.

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

- for persons **working part-time on the action**:

{daily rate for the person
multiplied by
number of actual days worked on the action (rounded up or down to the nearest half-day)}.

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

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

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

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

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

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

The ‘number of individual annual productive days’ is the total actual days worked by the person in the year. It may not include holidays and other absences (such as sick leave, maternity leave,

special leave, etc). However, it may include overtime and time spent in meetings, trainings and other similar activities.

The Commission may accept other calculation methods (such as, for instance, hourly rates, daily rates calculated with annual personnel costs and 215 *fixed* annual productive days or a pro-rata apportionment of the monthly salary costs), if it considers that they reflect the actual costs incurred, in a fair, objective, realistic way and if there are sufficient records to support these costs (see Article 13).

B. Direct travel and subsistence costs

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

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

D. Direct costs of providing financial support to third parties

Not applicable

E. Other direct costs

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

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

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

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

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

E.3 **Costs for ad hoc queries and costs for translation of ad hoc queries**

Not applicable

F. Indirect costs

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

Beneficiaries receiving an operating grant¹ financed by the EU or Euratom budget cannot declare indirect costs for the period covered by the operating grant.

6.3 Conditions for costs of affiliated entities to be eligible

Not applicable

6.4 Ineligible costs

‘Ineligible costs’ are:

- (a) costs that do not comply with the conditions set out above (Article 6.1 to 6.3), in particular:
 - (i) costs related to return on capital;
 - (ii) debt and debt service charges;
 - (iii) provisions for future losses or debts;
 - (iv) interest owed;
 - (v) doubtful debts;
 - (vi) currency exchange losses;
 - (vii) bank costs charged by the beneficiary’s bank for transfers from the Commission;
 - (viii) excessive or reckless expenditure;
 - (ix) deductible VAT;
 - (x) costs incurred during suspension of the implementation of the action (see Article 33);
 - (xi) in-kind contributions provided by third parties;
- (b) costs declared under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget); in particular, indirect costs if the beneficiary is already receiving an operating grant financed by the EU or Euratom budget in the same period;
- (c) costs for staff of a national (or local) administration, for activities that are part of the administration’s normal activities (i.e. not undertaken only because of the grant);

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

- (d) costs (especially travel and subsistence costs) for staff or representatives of EU institutions, bodies or agencies;

6.5 Consequences of declaration of ineligible costs

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

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

CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION

ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION

7.1 General obligation to properly implement the action

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

7.2 Consequences of non-compliance

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

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

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

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

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

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

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

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

Not applicable

ARTICLE 9 — PURCHASE OF GOODS, WORKS OR SERVICES

9.1 Rules for purchasing goods, works or services

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

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

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

9.1.2 Beneficiaries that are ‘contracting authorities’ within the meaning of Directive 2004/18/EC² (or 2014/24/EU³) or ‘contracting entities’ within the meaning of Directive 2004/17/EC⁴ (or 2014/25/EU⁵) must comply with the applicable national law on public procurement.

9.2 Consequences of non-compliance

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

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

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

ARTICLE 10 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS

10.1 Rules for subcontracting action tasks

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

Subcontracting may not cover the core of the action.

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

The tasks to be implemented and the estimated cost for each subcontract must be set out in Annex 1 and the total estimated costs of subcontracting per beneficiary must be set out in Annex 2.

The beneficiaries must ensure that the Commission, the European Court of Auditors (ECA) and the

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

³ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

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

⁵ Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC (OJ L 94, 28.3.2014, p. 243).

European Anti-Fraud Office (OLAF) can exercise their rights under Articles 17 and 18 also towards their subcontractors.

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

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

10.2 Consequences of non-compliance

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

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

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

ARTICLE 11 — IMPLEMENTATION OF ACTION TASKS BY AFFILIATED ENTITIES

Not applicable

ARTICLE 11a — FINANCIAL SUPPORT TO THIRD PARTIES

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

Not applicable

11a.2 Financial support in the form of prizes

Not applicable

11a.3 Consequences of non-compliance

Not applicable

SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION

ARTICLE 12 — GENERAL OBLIGATION TO INFORM

12.1 General obligation to provide information upon request

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

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

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

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

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

12.3 Consequences of non-compliance

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

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

ARTICLE 13 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

13.1 Obligation to keep records and other supporting documentation

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

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

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

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

13.1.1 Records and other supporting documentation on the technical implementation

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

13.1.2 Records and other documentation to support the costs declared

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

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

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

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

13.2 Consequences of non-compliance

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

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

ARTICLE 14 — SUBMISSION OF DELIVERABLES

14.1 Obligation to submit deliverables

The coordinator must submit:

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

14.2 Consequences of non-compliance

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

ARTICLE 15 — REPORTING — PAYMENT REQUESTS

15.1 Obligation to submit reports

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

15.2 Reporting periods

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

- RP1: from month 1 to month 24

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

Not applicable

15.3 Periodic reports — Requests for interim payments

Not applicable

15.4 Final report — Request for payment of the balance

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

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

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

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

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

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

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

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

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

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

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

Each beneficiary must **certify** that:

- the information provided is full, reliable and true;
 - the costs declared are eligible (see Article 6);
 - the costs can be substantiated by adequate records and supporting documentation (see Article 13) that will be produced upon request (see Article 12) or in the context of checks, reviews, audits and investigations (see Article 17), and
 - that all the receipts have been declared (see Article 5.3.3);
- (ii) an **explanation of the use of resources** and the information on subcontracting (see Article 10) from each beneficiary, for the reporting period concerned;
- (iii) not applicable;
- (iv) a ‘**final summary financial statement**’, created automatically by the electronic exchange system, consolidating the individual financial statement(s) for the reporting period and including the **request for payment of the balance**;
- (v) a ‘**certificate on the financial statements**’ (drawn up in accordance with Annex 5) for each beneficiary, if it requests an EU contribution of EUR 100 000 or more as reimbursement of actual costs.

15.5 Information on cumulative expenditure incurred

Not applicable

15.6 Currency for financial statements and conversion into euro

Financial statements must be drafted in euro.

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

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, they must be converted at the average of the monthly accounting rates published on the Commission’s website, calculated over the corresponding reporting period.

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

15.7 Language of reports

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

15.8 Consequences of non-compliance

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

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

ARTICLE 16 — PAYMENTS AND PAYMENT ARRANGEMENTS

16.1 Payments to be made

The following payments will be made to the coordinator:

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

16.2 Pre-financing payment(s) — Amount

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

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

The amount of the pre-financing payment will be EUR **435,240.56** (four hundred and thirty five thousand two hundred and forty EURO and fifty six eurocents).

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

16.3 Interim payments — Amount — Calculation

Not applicable

16.4 Payment of the balance — Amount — Calculation

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

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

If the total amount of earlier payments is lower than the final grant amount, the Commission will pay

the balance within 90 days from receiving the final report (see Article 15.4), except if Articles 31 or 32 apply.

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

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

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

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

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

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

16.5 Notification of amounts due

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

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

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

16.6 Currency for payments

The Commission will make all payments in euro.

16.7 Payments to the coordinator — Distribution to the beneficiaries

Payments will be made to the coordinator.

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

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

16.8 Bank account for payments

All payments will be made to the following bank account:

Name of bank: COMMERZBANK AG (FORMERLY DRESDNER BANK AG)
Full name of the account holder: TRANSPARENCY INTERNATIONAL EV
Full account number (including bank codes):
IBAN code: DE64100800000933214500

16.9 Costs of payment transfers

The cost of the payment transfers is borne as follows:

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

16.10 Date of payment

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

16.11 Consequences of non-compliance

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

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

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

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

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

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

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

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

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

17.1 Checks, reviews and audits by the Commission

17.1.1 Right to carry out checks

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

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

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

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

17.1.2 Right to carry out reviews

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

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

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

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

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

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

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

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

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

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

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

17.1.3 Right to carry out audits

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

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

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

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

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

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

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

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

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

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

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

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

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

Under Regulations No 883/2013⁷ and No 2185/96⁸ (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

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

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012⁹, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits.

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

17.4 Checks, reviews, audits and investigations for international organisations

Not applicable

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

17.5.1 Findings in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 26), reduction of the grant (see Article 27), recovery of undue amounts (see Article 28) or to any of the other measures described in Chapter 6.

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

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

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

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

17.5.2 Findings in other grants

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

- (a) the beneficiary concerned is found, in other EU or Euratom grants awarded under similar

⁷ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.09.2013, p. 1).

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

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

conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and

- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — **no later than five years after the payment of the balance** of this grant.

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

17.5.3 Procedure

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

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

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

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

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

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

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

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

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

17.6 Consequences of non-compliance

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

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

ARTICLE 18 — EVALUATION OF THE IMPACT OF THE ACTION

18.1 Right to evaluate the impact of the action

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

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

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

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

18.2 Consequences of non-compliance

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

SECTION 3 OTHER RIGHTS AND OBLIGATIONS

ARTICLE 18a — CONDITIONS FOR CARRYING OUT SPECIFIC ACTIVITIES

Not applicable

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

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

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

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

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

19.2 Ownership of results and rights of use

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

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

19.3 Consequences of non-compliance

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

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

ARTICLE 20 — CONFLICT OF INTERESTS

20.1 Obligation to avoid a conflict of interests

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

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

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

20.2 Consequences of non-compliance

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

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

ARTICLE 21 — CONFIDENTIALITY

21.1 General obligation to maintain confidentiality

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

They may use confidential information to implement the Agreement.

The confidentiality obligations no longer apply if:

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

21.2 Consequences of non-compliance

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

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

ARTICLE 22 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

22.1 Communication activities by the beneficiaries

22.1.1 General obligation to promote the action and its results

The beneficiaries must promote the action and its results.

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

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

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

“This [insert appropriate description, e.g. report, publication, conference, infrastructure, equipment, insert type of result, etc.] was funded by the European Union’s Internal Security Fund — Police.”

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

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

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

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

22.1.3 Disclaimer excluding Commission responsibility

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

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

22.2 Communication activities by the Commission

22.2.1 Right to use beneficiaries’ materials, documents or information

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

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

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

- (a) **use for its own purposes** (in particular, making them available to persons working for the Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;
- (e) giving **access in response to individual requests** under Regulation No 1049/2001¹⁰, without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Commission.

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

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

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

22.3 Consequences of non-compliance

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

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

ARTICLE 23 — PROCESSING OF PERSONAL DATA

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

23.1 Processing of personal data by the Commission

Any personal data under the Agreement will be processed by the Commission under Regulation No 45/2001¹¹ and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the Commission (publicly accessible in the DPO register).

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

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

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

23.2 Processing of personal data by the beneficiaries

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

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

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

23.3 Consequences of non-compliance

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

ARTICLE 24 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE COMMISSION

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

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

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

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

CHAPTER 5 DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES

ARTICLE 25 — DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES

25.1 Roles and responsibilities towards the Commission

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

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

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

25.2 Internal division of roles and responsibilities

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

(a) Each **beneficiary** must:

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

(b) The **coordinator** must:

- (i) monitor that the action is implemented properly (see Article 7);
- (ii) act as the intermediary for all communications between the beneficiaries and the Commission (in particular, providing the Commission with the information described in Article 12), unless the Agreement specifies otherwise;
- (iii) provide a pre-financing guarantee if requested by the Commission (see Article 16.2);
- (iv) request and review any documents or information required by the Commission and verify their completeness and correctness before passing them on to the Commission;
- (v) submit the deliverables and report(s) to the Commission (see Articles 14 and 15);

- (vi) ensure that all payments are made to the other beneficiaries without unjustified delay (see Article 16);

The coordinator may not subcontract the above-mentioned tasks.

25.3 Internal arrangements between beneficiaries — Consortium agreement

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

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

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

CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS — DAMAGES — SUSPENSION — TERMINATION — FORCE MAJEURE

SECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS

ARTICLE 26 — REJECTION OF INELIGIBLE COSTS

26.1 Conditions

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

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

26.2 Ineligible costs to be rejected — Calculation — Procedure

Ineligible costs will be rejected in full.

If the rejection of costs does not lead to a recovery (see Article 28), the Commission will formally

notify the coordinator or beneficiary concerned of the rejection of costs, the amounts and the reasons why (if applicable, together with the notification of amounts due; see Article 16.5). The coordinator or beneficiary concerned may — within 30 days of receiving notification — formally notify the Commission of its disagreement and the reasons why.

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

26.3 Effects

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

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

ARTICLE 27 — REDUCTION OF THE GRANT

27.1 Conditions

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

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

27.2 Amount to be reduced — Calculation — Procedure

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

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

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and

- inviting it to submit observations within 30 days of receiving notification

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

27.3 Effects

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

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

ARTICLE 28 — RECOVERY OF UNDUE AMOUNTS

28.1 Amount to be recovered — Calculation — Procedure

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

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

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

28.1.1 Recovery at payment of the balance

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

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

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

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

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

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

- (b) not applicable;
- (c) by **holding** the other beneficiaries jointly and severally **liable** — up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (as last amended; see Annex 2)
- (d) by **taking legal action** (see Article 41) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

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

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

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

28.1.2 Recovery of amounts after payment of the balance

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

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

or

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

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

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

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

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

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

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

- (b) by **holding** the other beneficiaries jointly and severally **liable**, up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (as last amended; see Annex 2);
- (c) by **taking legal action** (see Article 41) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

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

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

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

ARTICLE 29 — ADMINISTRATIVE SANCTIONS

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

SECTION 2 LIABILITY FOR DAMAGES

ARTICLE 30 — LIABILITY FOR DAMAGES

30.1 Liability of the Commission

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

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

30.2 Liability of the beneficiaries

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

SECTION 3 SUSPENSION AND TERMINATION

ARTICLE 31 — SUSPENSION OF PAYMENT DEADLINE

31.1 Conditions

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

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

31.2 Procedure

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

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

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

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

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

ARTICLE 32 — SUSPENSION OF PAYMENTS

32.1 Conditions

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

- (a) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed or is suspected of having committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles), or
- (b) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions —

systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).

If payments are suspended for one or more beneficiaries, the Commission will make partial payment(s) for the part(s) not suspended. If suspension concerns the payment of the balance, the payment (or recovery) of the amount(s) concerned after suspension is lifted will be considered to be the payment that closes the action.

32.2 Procedure

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

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

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

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

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

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

ARTICLE 33 — SUSPENSION OF THE ACTION IMPLEMENTATION

33.1 Suspension of the action implementation, by the beneficiaries

33.1.1 Conditions

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

33.1.2 Procedure

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

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

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

Once circumstances allow for implementation to resume, the coordinator must immediately formally

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

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

Costs incurred during suspension of the action implementation are not eligible (see Article 6).

33.2 Suspension of the action implementation, by the Commission

33.2.1 Conditions

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

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

33.2.2 Procedure

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

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

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

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

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

The coordinator or beneficiary concerned will be formally notified of the lifting and the Agreement will be **amended** to set the date on which the action will be resumed, extend the duration of the action

and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the Agreement has already been terminated (see Article 34).

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

Costs incurred during suspension are not eligible (see Article 6).

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

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

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

34.1 Termination of the Agreement by the beneficiaries

34.1.1 Conditions and procedure

The beneficiaries may terminate the Agreement.

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

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

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

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

34.1.2 Effects

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

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

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

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

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

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

34.2.1 Conditions and procedure

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

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

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

The notification must include:

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

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

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

34.2.2 Effects

The beneficiary concerned must submit to the coordinator:

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

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

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

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

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

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

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

34.3.1 Conditions

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

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

systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2);

(k) not applicable.

34.3.2 Procedure

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

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

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

The termination will **take effect**:

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

34.3.3 Effects

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

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

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

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

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

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

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

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

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

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

The beneficiary concerned must submit to the coordinator:

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

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

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

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

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

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

'Force majeure' means any situation or event that:

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

The following cannot be invoked as force majeure:

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

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

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

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

CHAPTER 7 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Form and means of communication

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

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

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

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

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

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

36.2 Date of communication

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

Formal notifications through the **electronic** exchange system are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party,

as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

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

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

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

36.3 Addresses for communication

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

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

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

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

European Commission
Directorate General Migration And Home Affairs
B-1049 Brussels
BELGIUM

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

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

37.1 Precedence of the Terms and Conditions over the Annexes

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

Annex 2 takes precedence over Annex 1.

37.2 Privileges and immunities

Not applicable

ARTICLE 38 — CALCULATION OF PERIODS, DATES AND DEADLINES

In accordance with Regulation No 1182/71¹², periods expressed in days, months or years are calculated from the moment the triggering event occurs.

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

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

ARTICLE 39 — AMENDMENTS TO THE AGREEMENT

39.1 Conditions

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

Amendments may be requested by any of the parties.

39.2 Procedure

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

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

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

The request for amendment must include:

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

The Commission may request additional information.

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

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

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

ARTICLE 40 — ACCESSION TO THE AGREEMENT

40.1 Accession of the beneficiaries mentioned in the Preamble

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

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

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

40.2 Addition of new beneficiaries

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

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

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

ARTICLE 41 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

41.1 Applicable law

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

41.2 Dispute settlement

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

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

ARTICLE 42 — ENTRY INTO FORCE OF THE AGREEMENT

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

SIGNATURES

For the coordinator

For the Commission



EUROPEAN COMMISSION
Directorate-General Migration and Home Affairs
Union actions

ANNEX 1 (part A)

ISF-Police Action Grant

NUMBER — 823842 — IW Europe

Table of Contents

1.1. The project summary.....	3
1.2. The list of beneficiaries.....	4
1.3. Workplan Tables - Detailed implementation.....	5
1.3.1. WT1 List of work packages.....	5
1.3.2. WT2 List of deliverables.....	6
1.3.3. WT3 Work package descriptions.....	10
Work package 1.....	10
Work package 2.....	13
Work package 3.....	15
Work package 4.....	17
Work package 5.....	19
Work package 6.....	21
Work package 7.....	23
Work package 8.....	25
Work package 9.....	27
1.3.4. WT4 List of milestones.....	29
1.3.5. WT5 Critical Implementation risks and mitigation actions.....	30
1.3.6 WT6 Summary of project effort contribution.....	31
1.3.7. WT7 Tentative schedule of project reviews.....	32

1.1. The project summary

Project Number ¹	823842	Project Acronym ²	IW Europe
-----------------------------	--------	------------------------------	-----------

One form per project

General information

Project title ³	Integrity Watch: online tools for the fight against political corruption in Europe / IW Europe
Starting date ⁴	The first day of the month after the signature by the Commission
Duration in months ⁵	24
Call (part) identifier ⁶	ISFP-2017-AG-CORRUPT
Topic	ISFP-2017-AG-CORRUPT Corruption
Fixed EC Keywords	
Free keywords	Political corruption, registers of lobbyists; asset declaration, data triangulation, political or campaign finance, revolving door, business registers

Abstract ⁷

The Action aims to prevent and reduce political corruption through deploying user-friendly interactive databases on areas with high corruption risks, enabling civil oversight and contributing to significant economic and social impact. We will develop a set of online tools tailored to the national contexts in 7 EU Member states (Spain, Italy, Netherlands, Latvia, Lithuania, Greece, Slovenia), and update existing 2 existing ones (France and Integrity Watch EU), allowing for stronger civil oversight in areas with high corruption risks and provide information and data for investigative journalists. Data such as on lobby meetings and registers of lobbyists; declarations of financial interests or assets of politicians; disclosure of political or campaign finance; revolving door cases; business registers; public procurement that is often scattered and difficult to access is scoped for usability, collected, managed, harmonised, triangulated and made easily available on integrated online platforms.

Country tools and reports produced will provide visualisations and rankings to users allowing them to identify sectors or individuals at risk of political corruption, enabling priority setting for follow up action by all beneficiaries; closing policy and legal loopholes, drawing linkages nationally and regionally, and for targeted investigation by journalists and law enforcement agencies. The tools will be widely showcased, and the reports widely disseminated, thus leading to both higher likelihood of exposure of ongoing corrupt practices and prevention of future corrupt behaviour, and contribute to increasing transparency, integrity and equality of access to decision-making and to monitor the institutions. The Action's outcomes will ultimately support enforcement authorities' access to aggregated data on high corruption risk areas, and enhance coordination and cooperation in and across the Member States' institutions.

1.2. List of Beneficiaries

 Associated with document Ref. Ares(2018)6260069 - 06/12/2018

Project Number ¹	823842	Project Acronym ²	IW Europe
-----------------------------	--------	------------------------------	-----------

List of Beneficiaries

No	Name	Short name	Country	Project entry month ⁸	Project exit month
1	TRANSPARENCY INTERNATIONAL EV	TI	Germany	1	24
2	TRANSPARENCY INTERNATIONAL LIAISON OFFICE TO THE EUROPEAN UNION AISBL	TI EU	Belgium	1	24
3	TRANSPARENCY INTERNATIONAL ITALIA	TI Italy	Italy	1	24
4	TRANSPARENCY INTERNATIONAL LIETUVOS SKYRIUS	TI Lithuania	Lithuania	1	24
5	ASSOCIATION TRANSPARENCE-INTERNATIONAL (FRANCE)	TI France	France	1	24
6	TRANSPARENCY INTERNATIONAL NEDERLAND	TI Netherlands	Netherlands	1	24
7	SABIEDRIBA PAR ATKLATIBU DELNA	TI Latvia	Latvia	1	24
8	TRANSPARENCY INTERNATIONAL ESPANA	TI Spain	Spain	1	24
9	TRANSPARENCY INTERNATIONAL SLOVENIA - DRUSTVO INTEGRITETA	TI Slovenia	Slovenia	1	24
10	DIETHNIS DIAFANEIA ELLAS ASSOCIATION	TI Greece	Greece	1	24

1.3. Workplan Tables - Detailed implementation

1.3.1. WT1 List of work packages

WP Number ⁹	WP Title	Lead beneficiary ¹⁰	Start month ¹²	End month ¹³
WP1	Management and Coordination of the Action	1 - TI	1	24
WP2	Integrity Watch Italy	3 - TI Italy	1	24
WP3	Integrity Watch Spain	8 - TI Spain	1	24
WP4	Integrity Watch Lithuania	4 - TI Lithuania	1	24
WP5	Integrity Watch Netherlands	6 - TI Netherlands	1	24
WP6	Integrity Watch Slovenia	9 - TI Slovenia	1	24
WP7	Integrity Watch Greece	10 - TI Greece	1	24
WP8	Integrity Watch Latvia	7 - TI Latvia	1	24
WP9	Integrity Watch France- Extension	5 - TI France	1	24

1.3.2. WT2 list of deliverables

Deliverable Number ¹⁴	Deliverable Title	WP number ⁹	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D1.1	Minutes	WP1	1 - TI	Report	Confidential, only for members of the consortium (including the Commission Services)	2
D1.2	Work-Plan	WP1	1 - TI	Report	Confidential, only for members of the consortium (including the Commission Services)	6
D1.3	Synthesis Report	WP1	1 - TI	Report	Public	20
D1.4	Press releases	WP1	1 - TI	Report	Public	20
D1.5	Evaluation report	WP1	1 - TI	Report	Confidential, only for members of the consortium (including the Commission Services)	24
D1.6	Front-end (UI) concept documents	WP1	2 - TI EU	Report	Confidential, only for members of the consortium (including the Commission Services)	12
D1.7	Online articles	WP1	2 - TI EU	Report	Public	20
D1.8	Front- & Back end change logs	WP1	2 - TI EU	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D1.9	Mid-term progress report	WP1	1 - TI	Report	Confidential, only for members of the consortium (including the Commission Services)	13
D2.1	Online Tool	WP2	3 - TI Italy	Websites, patents filling, etc.	Public	18
D2.2	Translation / Drafting of the website Italy	WP2	3 - TI Italy	Report	Confidential, only for members of the consortium (including the	18

Deliverable Number¹⁴	Deliverable Title	WP number⁹	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
					Commission Services)	
D2.3	Summary report on political corruption Italy	WP2	3 - TI Italy	Report	Public	20
D2.4	Press releases Italy	WP2	3 - TI Italy	Report	Public	24
D2.5	Online articles Italy	WP2	3 - TI Italy	Report	Public	24
D2.6	Social media posts	WP2	3 - TI Italy	Report	Public	24
D2.7	Email dissemination campaign Italy	WP2	3 - TI Italy	Report	Public	24
D3.1	Online tool Spain	WP3	8 - TI Spain	Websites, patents filling, etc.	Public	18
D3.2	Translation / Drafting of the website Spain	WP3	8 - TI Spain	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D3.3	Summary report on political corruption Spain	WP3	8 - TI Spain	Report	Public	20
D3.4	Press releases Spain	WP3	8 - TI Spain	Report	Public	24
D3.5	Online articles Spain	WP3	8 - TI Spain	Report	Public	24
D3.6	Email dissemination campaign Spain	WP3	8 - TI Spain	Report	Public	24
D4.1	Online tool Lithuania	WP4	4 - TI Lithuania	Websites, patents filling, etc.	Public	18
D4.2	Translation / Drafting of the website Lithuania	WP4	4 - TI Lithuania	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D4.3	Final study on political corruption Lithuania	WP4	4 - TI Lithuania	Report	Public	20
D4.4	Press releases Lithuania	WP4	4 - TI Lithuania	Report	Public	24
D4.5	Online articles Lithuania	WP4	4 - TI Lithuania	Report	Public	24
D5.1	Online tool Netherlands	WP5	6 - TI Netherlands	Websites, patents filling, etc.	Public	18

Deliverable Number¹⁴	Deliverable Title	WP number⁹	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D5.2	Translation / drafting of website	WP5	6 - TI Netherlands	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D5.3	Summary report on political corruption Netherlands	WP5	6 - TI Netherlands	Report	Public	20
D5.4	Press releases Netherlands	WP5	6 - TI Netherlands	Report	Public	24
D5.5	Online articles Netherlands	WP5	6 - TI Netherlands	Report	Public	24
D6.1	Online tool Slovenia	WP6	9 - TI Slovenia	Websites, patents filling, etc.	Public	18
D6.2	Translation / Drafting of the website Slovenia	WP6	9 - TI Slovenia	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D6.3	Summary report on political corruption Slovenia	WP6	9 - TI Slovenia	Report	Public	20
D6.4	Press releases Slovenia	WP6	9 - TI Slovenia	Report	Public	24
D6.5	Online articles Slovenia	WP6	9 - TI Slovenia	Report	Public	24
D7.1	Online tool Greece	WP7	10 - TI Greece	Websites, patents filling, etc.	Public	18
D7.2	Translation / Drafting of the website Greece	WP7	10 - TI Greece	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D7.3	Summary report on political corruption Greece	WP7	10 - TI Greece	Report	Public	20
D7.4	Press releases Greece	WP7	10 - TI Greece	Report	Public	24
D7.5	Online articles Greece	WP7	10 - TI Greece	Report	Public	24
D8.1	Online tool Latvia	WP8	7 - TI Latvia	Websites, patents filling, etc.	Public	18
D8.2	Translation / Drafting of the website Latvia	WP8	7 - TI Latvia	Report	Confidential, only for members	18

Deliverable Number¹⁴	Deliverable Title	WP number⁹	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
					of the consortium (including the Commission Services)	
D8.3	Summary report on political corruption Latvia	WP8	7 - TI Latvia	Report	Public	20
D8.4	Press releases Latvia	WP8	7 - TI Latvia	Report	Public	24
D8.5	Online articles Latvia	WP8	7 - TI Latvia	Report	Public	24
D9.1	Updated online tool France	WP9	5 - TI France	Websites, patents filling, etc.	Public	18
D9.2	Summary report on political corruption France	WP9	5 - TI France	Report	Public	20
D9.3	Press releases France	WP9	5 - TI France	Report	Public	24
D9.4	Online articles France	WP9	5 - TI France	Report	Public	24

1.3.3. WT3 Work package descriptions

Work package number ⁹	WP1	Lead beneficiary ¹⁰	1 - TI
Work package title	Management and Coordination of the Action		
Start month	1	End month	24

Objectives

The objective of this work package is to ensure the smooth management and coordination of the project and provide support to project partners to ensure the timely implementation of their respective work packages.

Description of work and role of partners

WP1 - Management and Coordination of the Action [Months: 1-24]

TI

Activity 1.1. Support the scoping and identification of relevant datasets. At the beginning of the Action, support will be provided to all partners towards a systematic scoping exercise to identify and document the most relevant datasets for each country as well as other sources that can potentially be added in the future.

Activity 1.2. Support of kick-off meeting for Action implementation. The meeting will be organised to establish a methodology for data-collection and data-cleaning, based on the scoping done by each national chapter.

Activity 1.3. Web development. This includes the verification of data-structure and implementing front- and back-end coding in coordination with TI chapters.

Activity 1.4. Capacity support to national chapters. Throughout the project, TI will support co-applicants to access other resources, support cross-learning, assess progress and implement readjustments where required.

Activity 1.5. Project coordination and management including monitoring and evaluation. Coordination of all deliverables, ensuring timely planning and implementation of project deliverables will be ensured by TI through capturing of progress on specific indicators bi-annually.

Activity 1.6. Financial management and monitoring of expenditure. This will involve financial planning, forecasting, sub-granting and reporting.

Activity 1.7. Communications and promotional campaign. Investigative journalists and civil society will be familiarised with the new national and EU-level tools designed to foster long-term civil oversight and develop best practices across the EU.

Activity 1.8. Production and dissemination of a synthesis report. The report will summarise findings from all project partners and TI will disseminate results within our global networks and platforms.

Participation per Partner

Partner number and short name¹⁰

1 - TI

2 - TI EU

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D1.1	Minutes	1 - TI	Report	Confidential, only for members of the consortium (including the Commission Services)	2

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D1.2	Work-Plan	1 - TI	Report	Confidential, only for members of the consortium (including the Commission Services)	6
D1.3	Synthesis Report	1 - TI	Report	Public	20
D1.4	Press releases	1 - TI	Report	Public	20
D1.5	Evaluation report	1 - TI	Report	Confidential, only for members of the consortium (including the Commission Services)	24
D1.6	Front-end (UI) concept documents	2 - TI EU	Report	Confidential, only for members of the consortium (including the Commission Services)	12
D1.7	Online articles	2 - TI EU	Report	Public	20
D1.8	Front- & Back end change logs	2 - TI EU	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D1.9	Mid-term progress report	1 - TI	Report	Confidential, only for members of the consortium (including the Commission Services)	13

Description of deliverables

The deliverables related to project management are meeting minutes (1.1), workplan (1.2) and an evaluation report at the end of the action (1.8). Dissemination activities such as a synthesis report (1.5), press releases (1.6) and online articles (1.7).

D1.1 : Minutes [2]

Minutes of project meetings

D1.2 : Work-Plan [6]

Work-plan with detailed steps of the planned actions

D1.3 : Synthesis Report [20]

The report will summarise findings from all project partners and will be launched by TI EU at a final event in Brussels and allow us to present to journalists, citizens and public officials and citizens the results of our work.

D1.4 : Press releases [20]

Press release will familiarise investigative journalists and civil society with the new national and EU-level tools designed to foster long-term civil oversight and develop best practices across the EU.

D1.5 : Evaluation report [24]

Comprehensive evaluation and summary of the action

D1.6 : Front-end (UI) concept documents [12]

Provides the framework for the user interfaces of the online platforms

D1.7 : Online articles [20]

Press release will familiarise investigative journalists and civil society with the new national and EU-level tools designed to foster long-term civil oversight and develop best practices across the EU.

D1.8 : Front- & Back end change logs [18]

Details all actions undertaken by the developer to complete the online platforms

D1.9 : Mid-term progress report [13]

As stipulated in Article 14.1 of the GA the coordinator must submit as deliverable a mid-term progress report on the implementation of the action in M13.

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
--------------------------------------	------------------------	-------------------------	-----------------------------	------------------------------

Work package number ⁹	WP2	Lead beneficiary ¹⁰	3 - TI Italy
Work package title	Integrity Watch Italy		
Start month	1	End month	24

Objectives

The objective of this work package is to prevent and reduce political corruption in Italy by enhancing the level of transparency of the political system, especially by monitoring decisions by MPs and perceived influence by their private engagements. This objective will be reached by deploying user-friendly interactive databases on areas with high corruption risks, enabling civil and media oversight, increasing the integrity of Italian institutions and contributing to significant economic and social impact.

Description of work and role of partners

WP2 - Integrity Watch Italy [Months: 1-24]

TI Italy

The main activities in work package 2 include the collection of data and outreach at national level in Italy. TI Italy will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (2.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in Brussels. The co-applicant will prepare a functional dataset (2.2) containing, where available, public information on lobbying, financial interests by elected representatives, revolving door cases, income and political financing of MPs and Government members. TI Italy will subsequently outline in conjunction with TI EU an initial concept document (2.3) for the front-end interface (UI) and provide, through testing user-experience (2.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (2.5) on political corruption in Italy. Both the new online tool and the summary report will be launched during a national launch event (2.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. TI Italy will promote the new tool and disseminate best practices through meetings, press releases and other media (2.7). Collaboration with investigative journalist and national enforcement authorities based on already existing relationships, will be useful to shed light on interesting cases and further disseminate best practices.

Participation per Partner

Partner number and short name ¹⁰

3 - TI Italy

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D2.1	Online Tool	3 - TI Italy	Websites, patents filling, etc.	Public	18
D2.2	Translation / Drafting of the website Italy	3 - TI Italy	Report	Confidential, only for members of the consortium (including the Commission Services)	18

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D2.3	Summary report on political corruption Italy	3 - TI Italy	Report	Public	20
D2.4	Press releases Italy	3 - TI Italy	Report	Public	24
D2.5	Online articles Italy	3 - TI Italy	Report	Public	24
D2.6	Social media posts	3 - TI Italy	Report	Public	24
D2.7	Email dissemination campaign Italy	3 - TI Italy	Report	Public	24

Description of deliverables

The main deliverables of this work package will be the development of an online tool (2.1 & 2.2) complemented by a report on political corruption in Italy (2.3). This will be supplemented by dissemination activities such as press releases (2.4), online articles (2.5), social media posts (2.6) and an email campaign (2.7) to the benefit of Italian citizens, journalists, CSO's, academics and public officials

D2.1 : Online Tool [18]

User-friendly interactive database on areas of high corruption risks containing, where available, public information on lobbying, financial interests by elected representatives, revolving door cases, income and political financing of MPs and Government members

D2.2 : Translation / Drafting of the website Italy [18]

Document translating existing features of IW EU website in Italian + architecture of the site (front- & back-end)

D2.3 : Summary report on political corruption Italy [20]

Data-analysis of initial findings will be synthesised in a summary report to be published during the launch event

D2.4 : Press releases Italy [24]

Press release will familiarise investigative journalists and civil society with the new national and EU-level tools designed to foster long-term civil oversight and develop best practices across the EU.

D2.5 : Online articles Italy [24]

Thematic online articles to raise awareness on political corruption at EU and national level

D2.6 : Social media posts [24]

Social media posts to enhance outreach within citizens, CSO's, journalists and public officials

D2.7 : Email dissemination campaign Italy [24]

Email campaign to enhance outreach within citizens, CSO's, journalists and public officials

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
--------------------------------------	------------------------	-------------------------	-----------------------------	------------------------------

Work package number ⁹	WP3	Lead beneficiary ¹⁰	8 - TI Spain
Work package title	Integrity Watch Spain		
Start month	1	End month	24

Objectives

The objective of this work package is to launch a national version of Integrity Watch in Spain, gather evidence of political corruption and formulate recommendations to enhance the integrity of the Spanish political system with the aim of reducing corruption risks in public / private interactions.

Description of work and role of partners

WP3 - Integrity Watch Spain [Months: 1-24]

TI Spain

The main activities in work package 3 include the collection of data and outreach at national level in Spain. TI Spain will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (3.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in Brussels. The co-applicant will prepare a functional dataset (3.2) containing, where available, public information on lobbying, financial interests by elected representatives and/or revolving door cases TI Spain will subsequently outline in conjunction with TI EU an initial concept document (3.3) for the front-end interface (UI) and provide, through testing user-experience (3.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (3.5) on political corruption in Spain. Both the new online tool and the summary report will be launched during a national launch event (3.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. TI Spain will work jointly with any public stakeholder, such as government officials, enforcement agencies, oversight bodies and other authorities that may be interested in the processed data provided through the platform, resulting in official complaints for breaches in ethics rules. TI Spain will promote the new tool and disseminate best practices through meetings, press releases and other media (3.7), using its extensive and developed network of contacts that comprises both the private and the public sector.

Participation per Partner

Partner number and short name ¹⁰

8 - TI Spain

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D3.1	Online tool Spain	8 - TI Spain	Websites, patents filling, etc.	Public	18
D3.2	Translation / Drafting of the website Spain	8 - TI Spain	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D3.3	Summary report on political corruption Spain	8 - TI Spain	Report	Public	20

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D3.4	Press releases Spain	8 - TI Spain	Report	Public	24
D3.5	Online articles Spain	8 - TI Spain	Report	Public	24
D3.6	Email dissemination campaign Spain	8 - TI Spain	Report	Public	24

Description of deliverables

The main deliverables of this work package will be the development of an online tool (3.1 & 3.2) complemented by a report on political corruption in Spain (3.3). This will be supplemented by dissemination activities such as press releases (3.4), online articles (3.5), social media posts (3.6) and an email campaign (3.7) to the benefit of Spanish citizens, journalists, CSO's, academics and public officials

D3.1 : Online tool Spain [18]

User-friendly interactive database on areas of high corruption risks containing, where available, public information on lobbying, financial interests by elected representatives, revolving door cases, income and political financing of MPs and Government members

D3.2 : Translation / Drafting of the website Spain [18]

Document translating existing features of IW EU website in Spanish + architecture of the site (front- & back-end)

D3.3 : Summary report on political corruption Spain [20]

Data-analysis of initial findings will be synthesised in a summary report to be published during the launch event

D3.4 : Press releases Spain [24]

Press release will familiarise investigative journalists and civil society with the new national and EU-level tools designed to foster long-term civil oversight and develop best practices across the EU.

D3.5 : Online articles Spain [24]

Thematic online articles to raise awareness on political corruption at EU and national level

D3.6 : Email dissemination campaign Spain [24]

Email campaign to enhance outreach within citizens, CSO's, journalists and public officials

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
--------------------------------------	------------------------	-------------------------	-----------------------------	------------------------------

Work package number ⁹	WP4	Lead beneficiary ¹⁰	4 - TI Lithuania
Work package title	Integrity Watch Lithuania		
Start month	1	End month	24

Objectives

The objective of this work package is to launch a national version of Integrity Watch in Lithuania designed to foster civil oversight of political corruption. The overarching aim is to reduce corruption risks in public / private interactions by gathering evidence of misconduct and formulate recommendations to enhance the integrity of the Lithuanian political system.

Description of work and role of partners

WP4 - Integrity Watch Lithuania [Months: 1-24]

TI Lithuania

The main activities in work package 4 are the collection of data and outreach at national level in Lithuania. TI LT will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (4.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in Brussels. TI LT will draw from the lessons learnt while working on the topic of money and politics (i.e. such initiatives as manosusitikimai.lt, manovalstybe.info) in order to identify and collect new data needed in for gathering more in-depth insights and develop a version of the Integrity Watch tool adapted to the Lithuanian context. While doing so, TI LT will send out FOIA requests to various national authorities (i.e. Chief Official Ethics Commission, Central Electoral Commission, Parliament, etc.) and will prepare a functional dataset (4.2) containing public information, where available, on lobbying, financial interests by elected representatives and/or revolving door cases. TI LT, in partnership with TI EU, will subsequently outline an initial concept document (4.3) for the front-end interface (UI) and provide, by testing user-experience (4.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (4.5) on political corruption risks in Lithuania.

In addition to this, TI LT will also conduct a number of activities, aimed to raise awareness of politicians, creation of stronger networks between relevant stakeholders, and capacity building of the end-users of the tool (4.6, 4.7). TI LT will (1) conduct a number of analytical studies (at least 2) on how Lithuanian MPs publish their meetings with interest groups and registered lobbyists and, when needed, will provide recommendations on how to improve; (2) organize a number of meetings (at least 24) with MPs, business associations and other relevant stakeholders in order to share the good practice and create stronger networks; (3) will organize at least 2 national events for the MPs and other stakeholders, aimed to present good practice on the topic and increase their level of awareness, understanding of and engagement in transparency and anti-corruption initiatives; (4) will organize at least 2 seminars for (at least 20) Lithuanian journalists with invited media professionals from the EU in order to increase the awareness and the capacity of Lithuanian journalists to work with data assembled in and used for the IW tool and by doing so enhance their ability to create data-based stories on political corruption risks in the country.

Finally, TI LT will produce and present a final study with the main findings and recommendations for Lithuanian decision-makers (4.7).

Participation per Partner

Partner number and short name ¹⁰

4 - TI Lithuania

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D4.1	Online tool Lithuania	4 - TI Lithuania	Websites, patents filling, etc.	Public	18
D4.2	Translation / Drafting of the website Lithuania	4 - TI Lithuania	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D4.3	Final study on political corruption Lithuania	4 - TI Lithuania	Report	Public	20
D4.4	Press releases Lithuania	4 - TI Lithuania	Report	Public	24
D4.5	Online articles Lithuania	4 - TI Lithuania	Report	Public	24

Description of deliverables

The main deliverables of this work package will be the development of an online tool (4.1 & 4.2) complemented by a final report on political corruption in Lithuania (4.3). This will be supplemented by dissemination activities such as press releases (4.4), online articles (4.5) to the benefit of Lithuanian citizens, journalists, CSO's, academics and public officials

D4.1 : Online tool Lithuania [18]

User-friendly interactive database on areas of high corruption risks containing, where available, public information on lobbying, financial interests by elected representatives, revolving door cases, income and political financing of MPs and Government members

D4.2 : Translation / Drafting of the website Lithuania [18]

Document translating existing features of IW EU website in Lithuanian + architecture of the site (front- & back-end)

D4.3 : Final study on political corruption Lithuania [20]

Data-analysis of initial findings will be synthesised in a summary report to be published during the launch event

D4.4 : Press releases Lithuania [24]

Press release will familiarise investigative journalists and civil society with the new national and EU-level tools designed to foster long-term civil oversight and develop best practices across the EU.

D4.5 : Online articles Lithuania [24]

Thematic online articles to raise awareness on political corruption at EU and national level

Schedule of relevant Milestones

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

Work package number ⁹	WP5	Lead beneficiary ¹⁰	6 - TI Netherlands
Work package title	Integrity Watch Netherlands		
Start month	1	End month	24

Objectives

The objective of this work package is to launch a national version of Integrity Watch in the Netherlands designed to foster civil oversight of political corruption. The overarching aim is to reduce corruption risks in public / private interactions by gathering evidence of misconduct and formulate recommendations to enhance the integrity of the Dutch political system.

Description of work and role of partners

WP5 - Integrity Watch Netherlands [Months: 1-24]

TI Netherlands

The main activities in work package 5 include the collection of data and outreach at national level in the Netherlands. will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (5.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in Brussels. TI-NL will prepare a functional dataset (5.2) containing public information, where available, on lobbying, financial interests by elected representatives and/or revolving door cases. TI-NL will subsequently outline in conjunction with TI EU an initial concept document (5.3) for the front-end interface (UI) and provide, through testing user-experience (5.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (5.5) on political corruption in the Netherlands. Both the new online tool and the summary report will be launched during a national launch event (5.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. TI-NL will promote the new tool and disseminate best practices through meetings, press releases, other media and collaboration with national enforcement authorities (5.7).

Participation per Partner

Partner number and short name ¹⁰

6 - TI Netherlands

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D5.1	Online tool Netherlands	6 - TI Netherlands	Websites, patents filling, etc.	Public	18
D5.2	Translation / drafting of website	6 - TI Netherlands	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D5.3	Summary report on political corruption Netherlands	6 - TI Netherlands	Report	Public	20

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D5.4	Press releases Netherlands	6 - TI Netherlands	Report	Public	24
D5.5	Online articles Netherlands	6 - TI Netherlands	Report	Public	24

Description of deliverables

The main deliverables of this work package will be the development of an online tool (5.1 & 5.2) complemented by a summary report on political corruption in the Netherlands (5.3). This will be supplemented by dissemination activities such as press releases (5.4), online articles (5.5) to the benefit of Dutch citizens, journalists, CSO's, academics and public officials

D5.1 : Online tool Netherlands [18]

User-friendly interactive database on areas of high corruption risks containing, where available, public information on lobbying, financial interests by elected representatives, revolving door cases, income and political financing of MPs and Government members

D5.2 : Translation / drafting of website [18]

Document translating existing features of IW EU website in Italian + architecture of the site (front- & back-end)

D5.3 : Summary report on political corruption Netherlands [20]

Data-analysis of initial findings will be synthesized in a summary report to be published during the launch event

D5.4 : Press releases Netherlands [24]

Press release will familiarise investigative journalists and civil society with the new national and EU-level tools designed to foster long-term civil oversight and develop best practices across the EU.

D5.5 : Online articles Netherlands [24]

Thematic online articles to raise awareness on political corruption at EU and national level

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
--------------------------------------	------------------------	-------------------------	-----------------------------	------------------------------

Work package number ⁹	WP6	Lead beneficiary ¹⁰	9 - TI Slovenia
Work package title	Integrity Watch Slovenia		
Start month	1	End month	24

Objectives

The objective of this work package is to launch a national version of Integrity Watch in Slovenia designed to foster civil oversight of political corruption. The overarching aim is to reduce corruption risks in public / private interactions by gathering evidence of misconduct and formulate recommendations to enhance the integrity of the Slovenian political system.

Description of work and role of partners

WP6 - Integrity Watch Slovenia [Months: 1-24]

TI Slovenia

The main activities in work package 7 include the collection of data and outreach at national level in Slovenia. TI SI will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (6.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in Brussels. The co-applicant will prepare a functional dataset (6.2) containing, where available, public information on lobbying, financial interests by elected representatives and/or revolving door cases. TI SI will subsequently outline in conjunction with TI EU an initial concept document (6.3) for the front-end interface (UI) and provide, through testing user-experience (6.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (6.5) on political corruption in Slovenia. Both the new online tool and the summary report will be launched during a national launch event (6.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. TI SI will promote the new tool and disseminate best practices through meetings, press releases, other media and national enforcement authorities (6.7).

Participation per Partner

Partner number and short name ¹⁰

9 - TI Slovenia

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D6.1	Online tool Slovenia	9 - TI Slovenia	Websites, patents filling, etc.	Public	18
D6.2	Translation / Drafting of the website Slovenia	9 - TI Slovenia	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D6.3	Summary report on political corruption Slovenia	9 - TI Slovenia	Report	Public	20
D6.4	Press releases Slovenia	9 - TI Slovenia	Report	Public	24

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D6.5	Online articles Slovenia	9 - TI Slovenia	Report	Public	24

Description of deliverables

The main deliverables of this work package will be the development of an online tool (6.1 & 6.2) complemented by a summary report on political corruption in Slovenia (6.3). This will be supplemented by dissemination activities such as press releases (6.4), online articles (6.5) to the benefit of Slovenian citizens, journalists, CSO's, academics and public officials

D6.1 : Online tool Slovenia [18]

User-friendly interactive database on areas of high corruption risks containing, where available, public information on lobbying, financial interests by elected representatives, revolving door cases, income and political financing of MPs and Government members

D6.2 : Translation / Drafting of the website Slovenia [18]

Document translating existing features of IW EU website in Slovenian + architecture of the site (front- & back-end)

D6.3 : Summary report on political corruption Slovenia [20]

Data-analysis of initial findings will be synthesized in a summary report to be published during the launch event

D6.4 : Press releases Slovenia [24]

Press release will familiarise investigative journalists and civil society with the new national and EU-level tools designed to foster long-term civil oversight and develop best practices across the EU.

D6.5 : Online articles Slovenia [24]

Thematic online articles to raise awareness on political corruption at EU and national level

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
--------------------------------------	------------------------	-------------------------	-----------------------------	------------------------------

Work package number ⁹	WP7	Lead beneficiary ¹⁰	10 - TI Greece
Work package title	Integrity Watch Greece		
Start month	1	End month	24

Objectives

The objective of this work package is to launch a national version of Integrity Watch in Greece designed to foster civil oversight of political corruption. The overarching aim is to reduce corruption risks in public / private interactions by gathering evidence of misconduct and formulate recommendations to enhance the integrity of the Greek political system.

Description of work and role of partners

WP7 - Integrity Watch Greece [Months: 1-24]

TI Greece

The main activities include the collection of data and outreach at national level in Greece. TI GR will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (7.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in Brussels. The co-applicant will prepare a functional dataset (7.2) containing public information on lobbying, financial interests by elected representatives and/or revolving door cases where available. In particular, TI GR will manually insert in the database financial assets declarations, which are made publicly available once annually, CVs and, where publicly available, meeting agendas. TI GR will subsequently outline in conjunction with TI EU an initial concept document (7.3) for the front-end interface (UI) and provide, through testing user-experience (7.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (7.5) on political corruption in Greece. Both the new online tool and the summary report will be launched during a national launch event (7.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. TI GR will promote the new tool and disseminate best practices on through meetings, press releases and other media (7.7). We will particularly emphasize the need to regulate lobbying and the revolving door phenomenon with national bodies, such as the Parliament, political parties, the Anti-Corruption Secretariat of the Ministry of Justice, the Ombudsman and other relevant enforcement authorities on the need to regulate lobbying and the revolving doors phenomenon shall be performed with authorities, such as the Parliament, political parties, the Anti-Corruption Secretariat of the the Ministry of Justice, the Ombudsman etc.

Participation per Partner

Partner number and short name ¹⁰

10 - TI Greece

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D7.1	Online tool Greece	10 - TI Greece	Websites, patents filling, etc.	Public	18
D7.2	Translation / Drafting of the website Greece	10 - TI Greece	Report	Confidential, only for members of the consortium (including the Commission Services)	18

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D7.3	Summary report on political corruption Greece	10 - TI Greece	Report	Public	20
D7.4	Press releases Greece	10 - TI Greece	Report	Public	24
D7.5	Online articles Greece	10 - TI Greece	Report	Public	24

Description of deliverables

The main deliverables of this work package will be the development of an online tool (7.1 & 7.2) complemented by a summary report on political corruption in Greece (7.3). This will be supplemented by dissemination activities such as press releases (7.4), online articles (7.5) to the benefit of Greek citizens, journalists, CSO's, academics and public officials

D7.1 : Online tool Greece [18]

User-friendly interactive database on areas of high corruption risks containing, where available, public information on lobbying, financial interests by elected representatives, revolving door cases, income and political financing of MPs and Government members

D7.2 : Translation / Drafting of the website Greece [18]

Document translating existing features of IW EU website in Greek + architecture of the site (front- & back-end)

D7.3 : Summary report on political corruption Greece [20]

Data-analysis of initial findings will be synthesized in a summary report to be published during the launch event

D7.4 : Press releases Greece [24]

Press release will familiarise investigative journalists and civil society with the new national and EU-level tools designed to foster long-term civil oversight and develop best practices across the EU.

D7.5 : Online articles Greece [24]

Thematic online articles to raise awareness on political corruption at EU and national level

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
--------------------------------------	------------------------	-------------------------	-----------------------------	------------------------------

Work package number ⁹	WP8	Lead beneficiary ¹⁰	7 - TI Latvia
Work package title	Integrity Watch Latvia		
Start month	1	End month	24

Objectives

The objective of this work package is to launch a national version of Integrity Watch in Latvia designed to foster civil oversight of political corruption. The overarching aim is to reduce corruption risks in public / private interactions by gathering evidence of misconduct and formulate recommendations to enhance the integrity of the Latvian political system.

Description of work and role of partners

WP8 - Integrity Watch Latvia [Months: 1-24]

TI Latvia

The main activities include the collection of data and outreach at national level in Latvia. TI LV will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (8.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in Brussels. The co-applicant will prepare a functional dataset (8.2) containing, where available, public information on assets, financial interests, donations to political parties by MPs and/or revolving door cases and will consider integrating other sources of data. TI LV will subsequently outline in conjunction with TI EU an initial concept document (8.3) for the front-end interface (UI) and provide, through testing user-experience (8.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report together with recommendations for decision-makers on how to improve data basis, declaration system and control system (8.5) on political corruption in Latvia. Both the new online tool and the summary report will be launched during a national launch event (8.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. TI LV will promote the new tool and disseminate best practices through meetings, e.g. presentation in the Parliamentary Subcommittee of the Defence, Internal Affairs and Corruption Prevention, press releases and other media (8.7). The findings are planned to be used to advocate for a lobby legislation and register in Latvia. Cases of identified conflicts of interest and suspicious discoveries will be reported to the law enforcement institutions.

Participation per Partner

Partner number and short name ¹⁰

7 - TI Latvia

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D8.1	Online tool Latvia	7 - TI Latvia	Websites, patents filling, etc.	Public	18
D8.2	Translation / Drafting of the website Latvia	7 - TI Latvia	Report	Confidential, only for members of the consortium (including the Commission Services)	18

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D8.3	Summary report on political corruption Latvia	7 - TI Latvia	Report	Public	20
D8.4	Press releases Latvia	7 - TI Latvia	Report	Public	24
D8.5	Online articles Latvia	7 - TI Latvia	Report	Public	24

Description of deliverables

The main deliverables of this work package will be the development of an online tool (8.1 & 8.2) complemented by a summary report on political corruption in Latvia (8.3). This will be supplemented by dissemination activities such as press releases (8.4), online articles (8.5) to the benefit of Latvian citizens, journalists, CSO's, academics and public officials

D8.1 : Online tool Latvia [18]

User-friendly interactive database on areas of high corruption risks containing, where available, public information on lobbying, financial interests by elected representatives, revolving door cases, income and political financing of MPs and Government members

D8.2 : Translation / Drafting of the website Latvia [18]

Document translating existing features of IW EU website in Latvian + architecture of the site (front- & back-end)

D8.3 : Summary report on political corruption Latvia [20]

Data-analysis of initial findings will be synthesised in a summary report to be published during the launch event

D8.4 : Press releases Latvia [24]

Press release will familiarise investigative journalists and civil society with the new national and EU-level tools designed to foster long-term civil oversight and develop best practices across the EU.

D8.5 : Online articles Latvia [24]

Thematic online articles to raise awareness on political corruption at EU and national level

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
--------------------------------------	------------------------	-------------------------	-----------------------------	------------------------------

Work package number ⁹	WP9	Lead beneficiary ¹⁰	5 - TI France
Work package title	Integrity Watch France- Extension		
Start month	1	End month	24

Objectives

The objective of this work package is to extend the national version of Integrity Watch in France into a tool aimed at monitoring and preventing conflicts of interests in public and political life by using all the relevant data available, and formulate recommendations to enhance the integrity of the French political system with the aim of reducing political corruption risks.

Description of work and role of partners

WP9 - Integrity Watch France- Extension [Months: 1-24]

TI France

The main activities in this work package include the collection of data and outreach at national level in France. TI FR will start the project by outlining a methodology for data-collection and data-cleaning (9.1) based on the agreed work-plan during the project kick-off meeting in Brussels. The co-applicant will prepare a functional data-set (9.2), ideally containing declarations of interests of MPS and ministers, data from the lobbying register, and data available from the Parliament ("registre des déports" - to be published) and/or other relevant sources of data, for the purpose of creating a tool aimed at preventing, detecting and monitoring conflicts of interests at parliamentary level. Most of these data have been released over the last few years and/or are scheduled to be published in the coming months; their great potential - especially if they can be crossed - in fighting political corruption has yet to be fully explored. TI France will subsequently outline in conjunction with TI EU an update concept document (9.3) for the front-end interface (UI) and provide, through testing user-experience (9.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (9.5) on political corruption in France. Both the updated online tool and the summary report will be launched during a national launch event (9.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. TI FR will promote the new tool and disseminate best practices through meetings, press releases and other media (9.7).

TI France joined the Integrity Watch initiative in 2014 by publishing the declarations of interest of French MPs and the first data sets on lobbying. The launch of IW led to publishing concrete recommendations addressed to the relevant authorities (High Authority for the Transparency of Public Life) and MPs to help improve the existing system and to encourage decision-makers to adopt best practices. Furthermore, Transparency France plays an important pedagogical role in order to enable citizens to better understand where progress were made and where improvements are still needed regarding integrity of public life, promoting active and responsible citizenship. The ongoing and constructive dialogue with key stakeholders has for example recently led local municipalities, including Paris, to adopt a tool developed by Transparency for automatically making public any meetings local elected officials hold with lobbyists.

Participation per Partner

Partner number and short name ¹⁰

5 - TI France

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D9.1	Updated online tool France	5 - TI France	Websites, patents filling, etc.	Public	18

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D9.2	Summary report on political corruption France	5 - TI France	Report	Public	20
D9.3	Press releases France	5 - TI France	Report	Public	24
D9.4	Online articles France	5 - TI France	Report	Public	24

Description of deliverables

The main deliverables of this work package will be a major update of existing online tool (9.1) complemented by a summary report on political corruption in France (9.5). This will be supplemented by dissemination activities such as press releases (9.6), online articles (9.7) to the benefit of France citizens, journalists, CSO's, academics and public officials

D9.1 : Updated online tool France [18]

Updated Integrity Watch platform with enhanced tools aimed at preventing, detecting and monitoring conflicts of interests at parliamentary level.

D9.2 : Summary report on political corruption France [20]

Data-analysis of initial findings will be synthetised in a summary report to be published during the launch event

D9.3 : Press releases France [24]

Press release will familiarise investigative journalists and civil society with the new national and EU-level tools designed to foster long-term civil oversight and develop best practices across the EU.

D9.4 : Online articles France [24]

Thematic online articles to raise awareness on political corruption at EU and national level

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
--------------------------------------	------------------------	-------------------------	-----------------------------	------------------------------

1.3.4. WT4 List of milestones

No milestones indicated

1.3.5. WT5 Critical Implementation risks and mitigation actions

No risks indicated

1.3.6. WT6 Summary of project effort contribution

	WP1	WP2	WP3	WP4	WP5	WP6	WP7	WP8	WP9
1 - TI	✓								
2 - TI EU	✓								
3 - TI Italy		✓							
4 - TI Lithuania				✓					
5 - TI France									✓
6 - TI Netherlands					✓				
7 - TI Latvia								✓	
8 - TI Spain			✓						
9 - TI Slovenia						✓			
10 - TI Greece							✓		

1.3.7. WT7 Tentative schedule of project reviews

No project reviews indicated

1. Project number

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

2. Project acronym

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

3. Project title

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

4. Starting date

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

5. Duration

Insert the duration of the project in full months.

6. Call (part) identifier

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

7. Abstract

8. Project Entry Month

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

9. Work Package number

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

10. Lead beneficiary

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

11. Person-months per work package

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

12. Start month

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

13. End month

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

14. Deliverable number

Deliverable numbers: D1 - Dn

15. Type

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

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

16. Dissemination level

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

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

17. Delivery date for Deliverable

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

18. Milestone number

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

19. Review number

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

20. Installation Number

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

21. Installation country

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

22. Type of access

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

23. Access costs

Cost of the access provided under the project. For virtual access fill only the second column. For trans-national access fill one of the two columns or both according to the way access costs are declared. Trans-national access costs on the basis of unit cost will result from the unit cost by the quantity of access to be provided.

Annex I – Description of the action PART B

PART 1 – SUMMARY OF THE ACTION

Political corruption has been a prominent feature of recent elections across the EU. From politicians running on a promise to “clean up politics” to protests against the influence of lobbyists, popular discontent with special interests is rising. Through lobbying, political financing and the “revolving door”, there are numerous channels used by businesses and special interests to sway laws or decisions in their favour. This may skew policy outcomes, reduce corporate taxes, divert subsidies and result in unfair competition.

Against this backdrop, the Integrity Watch Project seeks to provide law enforcement, citizens, civil society and journalists with a series of online tools for the detection and prevention of political corruption in eight EU Member States. This Action is modelled after the successful Integrity Watch platform (www.integritywatch.eu) at the EU level, in France and in the UK, and aims to (i) enable citizens, civil society and journalists to better hold their elected representatives to account (ii) support enforcement agencies in their efforts to detect and sanction corruption and (iii) formulate recommendations to address political corruption.

Transparency International (TI) national chapters will scope relevant data on lobbying, conflicts of interests, assets and incomes of politicians, revolving doors, or other areas with risks of political corruption. The data will be harmonised and then featured in user-friendly interactive websites. The tools will allow us to publish a series of reports containing detailed analysis of the data; identify potential regulatory gaps, best practices and recommendations for improvements.

Law enforcement agencies, journalists, civil society, and citizens of the Union are the medium to long-term beneficiaries of the project. Through building the target audience’s capacity for detecting and preventing undue influence, the overarching aim of the project is to foster EU-wide safeguards against political corruption.

PART 2 –CONTEXT OF THE ACTION AND NEEDS ANALYSIS

Defined as the manipulation of policies, institutions and rules of procedure by political decision makers to favour special interests, political corruption subverts democracy and undermines people’s trust in government. In 2014, the EU Anti-Corruption Report highlighted the considerable shortcomings in tackling undue influence. Despite continuous calls for stronger safeguards, the October 2017 Special Eurobarometer 470 reveals that corruption is perceived as widespread among political parties (56%) and politicians (53%); and officials awarding public tenders (43%).

Part of the reason lies in the particular nature of anti-corruption measures, which not only require sound legislation but also “deep-rooted structural and cultural change in public bodies and wider society”, as indicated by 2017 the European Semester Thematic Fact Sheet on fighting corruption. For sustainable change to occur, law enforcement, citizens, civil society and journalist must be provided with the means to monitor, prevent and detect political corruption. The ‘Dieselgate’ scandal has shown that even in cases where there is regular oversight and control, corruption and unethical behaviour of interest groups can occur. The Azerbaijani Laundromat case points to the extensive political corruption and the influence of lobbyists across Europe.

Transparency is key to ensuring that policy-makers do not give preferential treatment to specific interest groups. The increasing public access to important datasets related to lobbying, politicians’ financial interests, political party finance,

company ownership or government contracting presents a unique opportunity to pool and structure data with easy-to-use and low-cost online tools for detecting possible conflicts of interest and corruption.

Within this context, Transparency International EU (TI EU) developed a versatile online platform, Integrity Watch, which allows law enforcement, citizens, civil society, and journalists to monitor political corruption. The continuously evolving datasets on lobbying, outside activities and revolving door activities on the platform are used by oversight bodies, civil society groups, academics, and have been reported on extensively in hundreds of stories in media around the world. The data has led to thousands of complaints being filed against lobbyists, inquiries being launched and ethics rules tightened. To effectively prevent, detect, repress and sanction corruption both at the national and European level, it is necessary to develop tools that capture country-specific contexts and available data that allow for cross-border comparisons and connections. The relative ease through which Integrity Watch can be transposed in national contexts provides unrivalled potential for implementing oversight tools in more EU Member States. National versions of the tool have already been launched in France and the UK, with additional versions currently being developed in Poland and Chile. Though as each tool contains different datasets in both machine-readable and non-machine readable formats, costs for data-cleaning and preparation can vary significantly between project partners. The objective being to ensure that each partner implements the Integrity Watch platform that is relevant to their respective national context in terms of political corruption.

By expanding the Integrity Watch platform to our national chapters, the overarching aim of the project is to enable oversight authorities, civil society, and journalists to use data to hold decision-makers to account and prevent political corruption. While close cooperation with national authorities is indispensable, the power of investigative journalists and civil society in exposing malpractice through media cannot be understated. During the 8th sharing experience workshop organised by DG HOME, experts identified the role of the media in framing the public debate from “legalistic” to “ethical” considerations, fostering the cultural change needed to implement long-lasting anti-corruption measures in the EU. With chapters in 24 of the 28 EU member states, and a proven record of accomplishment in fighting corruption in all its forms, Transparency International is in a unique position to lead a project that will deliver the essential foundation for achieving the necessary structural and cultural changes across the Union.

PART 3 – GENERAL AND SPECIFIC OBJECTIVES, METHODOLOGY

3.1. General objective of the action

3.1.1. To which priority(ies) of the Call for Proposals does this action refer?

- ☒ preventing corruption in high risk sectors, including by promoting tools for risk assessment and risk management and tools for civil oversight and investigative journalism and for assisting whistle-blowers with technical and legal aid;
- ☒ implementing best practices across the EU.

3.1.2. General objective (expected impact) of the action

The action aims to prevent and reduce political corruption through deploying user-friendly interactive online tools with datasets on areas with high corruption risks, enabling civil oversight.

There is momentum for increased transparency, with additional datasets coming online, such as the French lobby register that will publish a first series of declarations in April. Integrity Watch tools allow for stronger oversight in areas with high corruption risks by providing information and data for watchdogs and journalists, which leads to both higher likelihood of exposure of corrupt practices and prevention of future corrupt behaviour. Integrity Watch also provides visualisations

and rankings, allowing them to identify sectors or individuals of higher risk of political corruption. This enables priority setting for follow up action. Findings from the tools can enable closing policy and legal loopholes and drawing linkages nationally and internationally. This can be particularly beneficial for journalists.

The action seeks to generate an environment of joint pressure from civil society, journalists, private sector companies and key public institutions towards revealed red flags, including legal loopholes. The actions' outcomes will support enforcement authorities' access to aggregated data on high corruption risk areas, and enhance coordination and cooperation in and across the Member States' institutions.

By addressing the perceived gaps, the anticipated outcomes include:

- Identification of challenges and best practices in each country through research and analysis;
- Collection of evidence and case studies, both at the national and cross-border level;
- Development of recommendations to enhance integrity of political systems and reduce corruption risks at the intersection of the private and public sector;
- Networking and cooperation between civil society, journalists, national authorities, international organisations and the EU institution;
- Outreach to national regulators and competent law enforcement authorities to disseminate awareness of Integrity Watch platforms as tools to monitor and fights political corruption.

3.1.3. European dimension of the action / Impact on the EU scale

National versions of the Integrity Watch tools will be launched in Italy, Spain, Greece, the Netherlands, Latvia, Lithuania and Slovenia. The Action will extend the existing versions in France and at the EU level and adapt them to include additional new data sources and interconnections.

The action will cover eight member states representing 41% of the EU's population, and the EU tools would be available for all EU citizens. Connecting tools and datasets enables us to track instances of political corruption across borders – such as undue influence from Silicon Valley industry lobbying or third country influence on national elections across Europe. Extensive systems of influence are still a risk in the EU. This has been revealed in cases such as the Azerbaijani Laundromat - a \$2.9 billion money-laundering operation and slush fund that the Azerbaijani government used to bribe European politicians.

Regional and national differences in regulations present regulatory asymmetries and present corrupt individuals with opportunities for jurisdiction-shopping for financial secrecy solutions or engage lobbyists in different jurisdictions to help sway laws or decisions in their favour. Without proper regulations and safeguards in place, opportunities are ripe for undue access to decision-makers, potentially leading to instances of policy capture. The promise of the European Union is peace, democracy and prosperity. This promise is also the basis of its relationships with countries around the globe. There seems to be a clear link between the trust that Europeans have in the common project and the Union delivering on these promises. Particularly when citizens feel that the promise of prosperity is no longer delivered due to political corruption, they lose trust in the EU. The ongoing “Dieselgate” scandal, where European carmakers established a pervasive confidential system for accessing and influencing lawmakers and regulators, is causing significant harm to citizens' health and reducing their trust in democratic institutions. The scandal also demonstrates the cross-border nature of lobbying where successful efforts to capture policy involves activities in Brussels and across Europe.

This action seeks to generate an environment of joint pressure from civil society, journalists, private sector companies and key public institutions towards revealed red flags, including legal loopholes, and with potential unveiling of cross-border political corruption linkages. It is based on successful trialling and testing of Integrity Watch and will roll the tools to countries that are most promising in terms of available data and potential impact in the fight against political

corruption. The long term objective beyond this project proposal is to build additional versions of Integrity Watch inside and beyond the European Union.

3.2. Specific objectives of the action

3.2.1. Specific objectives (expected outcomes) of the action

Specific Objective 1: Effective national platforms for timely access to accurate information on lobbying, conflicts of interest, revolving doors, income and assets of political decision-makers, campaign and party financing and possible other connected datasets such as company registers and procurement information.

Indicator 1.1. Launch of 7 new national tools and the extension of 2 existing ones in 8 Member States (Latvia, Lithuania, Italy, Greece, Spain, Netherlands, Slovenia, France) and the EU level.

Indicator 1.2. 10,000 unique views per Integrity Watch platform (90,000 total) and mentions in at least 100 national or international media (online / print).

Indicator 1.3. 3 main areas, organisations or institutions with highest political corruption risk identified per country.

Specific Objective 2: Prevent or reduce the risk of conflicts of interest, undue influence or regulatory capture by connecting different datasets within countries and where possible across borders.

Indicator 2.1. 10 cases of potential political corruption uncovered and brought to the attention of relevant oversight authorities and/or the public per EU Member State represented in the Action. This might include complaints, media stories, our own research or other relevant procedures.

Specific Objective 3: Contribute to the protection of the democratic processes by enabling citizens, journalists and civil society to monitor and expose cases of political corruption and hold decision-makers to account.

Indicator 3.1. 8 Reports summarising initial findings of the new tools in the different EU member states, identifying challenges and best practices to fight political corruption in each country, disseminated to civil society, journalists and public officials.

Indicator 3.2. 1 Report summarising the findings across the previous 8 into an EU report containing additional work on cross-border political corruption where possible, as well as recommendations to enhance the integrity of political systems and reduce corruption risks at the intersection of the private and public sector.

Specific Objective 4: Encourage more effective cross-border and international cooperation for cases of political corruption and share and then implement best practice rules across the EU.

Continuous dialogue with national and EU oversight bodies has been instrumental in the success of the Integrity Watch platforms. The action aims to enable coordination and cooperation between enforcement agencies at both the national and EU-level, both through our own network of CSOs and participation in the planned national and Brussels-based launch events.

Indicator 4.1. 3 substantial changes to the rules related to political corruption in participating countries such as improved publication of open data by national authorities, modification to Codes of Conduct, adaption of new rules related to transparency in public life and better safeguards against political corruption.

Indicator 4.2. 3 best practices identified by each participating project partner to feature on the online platform or in the final EU regional report. These can range from specific provisions on the regulation of lobbying to noteworthy provisions in codes of conduct as well as proactive disclosure of information to the public.

Indicator 4.3. A new tool will be added to Integrity Watch EU containing cross-border standardised data from the national versions of Integrity Watch where possible.

3.2.2. To which specific objective(s) specified in the Call for Proposals does this action refer?

- ☒ to develop data and risk management tools that enable civil oversight in areas with high corruption risks and significant economic and social impact (public procurement, healthcare corruption, interaction between business and politics);
- ☒ to promote the implementation of best practices and data exchange at EU level.

3.3 Methodology

The approach is built around the following 4 principles:

1. **Harness the opportunities of new technologies.** The technology behind Integrity Watch allows for the detection of potential cases of political corruption in large datasets thanks to the increased availability of open data. Visual filters, rankings and a powerful search function empower citizens, civil society, and journalists to uncover cases of political corruption and report them to enforcement agencies.

2. **Expand tried and tested concepts.** Integrity Watch tools have been successfully developed and implemented at the EU level, in France and the UK. Adapting the tool and using it for datasets in additional Member states can be with a high degree of efficiency and effectiveness.

3. **Connect relevant datasets.** The added value Integrity Watch tools provide is that they connect different datasets. This allows cross-checking and to better identify potential cases of political corruption. Datasets that are most promising for online tools in the fight against political corruption are datasets on:

- lobby meetings and registers of lobbyists;
- declarations of financial interests or asset declarations of politicians;
- disclosure of political or campaign finance;
- revolving door cases;
- business registers;
- public procurement.

4. **Knowledge production and dissemination.** Based on the data contained in the tools, each TI chapter will produce a report containing case studies of conflict of interests, undue influence and malpractice accompanied by targeted analyses of legal and systemic integrity gaps at the national level. This will facilitate the extraction of best practices for preventing and detecting political corruption, to be disseminated in meetings, seminars, launch events and other outreach activities. A synthesis report, highlighting the project's findings and corresponding policy recommendations, will as to be launched in Brussels and outreach carried out to enforcement agencies at both the national and EU-level.

PART 4 – DESCRIPTION OF WORK PACKAGES AND ACTIVITIES

4.1. Description of work packages

Explanatory Notice

In Part 4 describe in detail the activities that you will undertake in order to achieve the objectives you described in Part 3 of this document. This section is divided into work packages, i.e.: sets of activities leading to a specific outcome that you wish to produce.

Any action will have a minimum of two work packages: Work package 1 with the management and coordination activities and Work package 2 with outputs/deliverables related to the objective(s) of the action. As many additional work packages as necessary can be introduced by copying Work package 2. The division should be logical and guided by the different identifiable output of an activity. Under each work package you should then enter an objective (expected outcome), list specific activities that you will undertake and list outputs and deliverables of the work package.

► Work package 1

Work package 1: Management and Coordination of the Action

What is "Work package 1"?

Work package 1 is intended for all activities related to the general management and coordination of the action (meetings, coordination, project monitoring and evaluation, financial management) and all the activities which are cross cutting and therefore difficult to assign just to one specific work package. In such case, instead of splitting them across many work packages please enter and describe them in Work package 1. For this reason it has a different layout where you do not have to enter objectives and duration. Nevertheless this work package will have its own deliverables (e.g. final report, work plan, evaluation report) and outputs (e.g. meetings).

I. Description of the work (activities)

Please present a concise overview of the work in this work package in terms of planned activities. Please be specific, give a short name for each activity and number them (the same activities will have to be reproduced in the section III).

Activity 1.1. Support the scoping and identification of relevant datasets. At the beginning of the Action, support will be provided to all partners towards a systematic scoping exercise to identify and document the most relevant datasets for each country as well as other sources that can potentially be added in the future.

Activity 1.2. Kick-off meeting for Action implementation. The meeting will be organised to establish a methodology for data-collection and data-cleaning, based on the scoping done by each national chapter. Co-applicants will establish a workflow for the duration of the Action, guided by TI EU's expertise and experience of developing EU Integrity Watch and national versions of the online tool.

Activity 1.3. Web development. This includes the verification of data-structure and implementing front- and back-end coding in coordination with TI chapters.

Activity 1.4. Capacity support to national chapters. Throughout the project, TI EU will hold individual remote meetings/sessions with other co-applicants to assess progress and implement readjustments where required.

Activity 1.5. Project coordination and management including monitoring and evaluation. Coordination of all deliverables, ensuring timely planning and implementation of project deliverables will be ensured by TI Secretariat (TI-S) through capturing of progress on specific indicators bi-annually.

Activity 1.6. Financial management and monitoring of expenditure. This will involve financial planning, forecasting, sub-granting and reporting.

Activity 1.7. Communications and promotional campaign. Investigative journalists and civil society will be familiarised with the new national and EU-level tools designed to foster long-term civil oversight and develop best practices across the EU.

Activity 1.8. Production and dissemination of a synthesis report. The report will summarise findings from all project partners and will be launched by TI EU at a final event in Brussels and allow us to present to journalists, citizens and public officials and citizens the results of our work.

Activity 1.9. Addition of cross-border functionality. TI EU will eventually add cross-border functionality to Integrity Watch EU by displaying data and analysis of cross-border cases of political corruption. Engagement with local and regional enforcement authorities will be done to enable coordination and collaboration in fighting national and cross-border political corruption.

Activity 1.10. Final evaluation report. TI Secretariat will produce a final evaluation report containing a comprehensive summary of the Action, including findings, conclusions, and recommendations in regards to the Action's overall management and workflow.

II. Expected outputs (incl. deliverables)

Outputs are the products, capital goods and services which result from an Action's activities.

Deliverables are outputs which can be delivered to the Commission printed on paper or in a digital format.

Limit the number of outputs and deliverables, do not include minor sub-items or internal working papers.

Examples of outputs (excl. deliverables) and deliverables for work package 1:

- **Outputs** (excl. deliverables) – kick-off meetings, coordination meetings, steering committees
- **Deliverables** – Mid-term progress report in case of project duration ≥24 months, any other report; minutes, agreements.

II.a. Expected output(s) (excl. deliverables) of this work package

Output No.	Output (a)	Explanation (b)
1.1	Identify datasets following systematic scoping and documentation of data availability and gaps	Exploring relevant datasets as mentioned in the methodology and documenting data availability and gaps in each of them.
1.2	Kick-off meeting	Kick-off meeting to establish methodology and workflow with 8 project partners.
1.3	Web development coordination (8 national IW versions)	Verification of data-structure and coordination of front- & back-end coding.
1.4	8 x setup phase meetings/sessions	Individual meetings/sessions with project partners to assess progress, exchange best practices and implement readjustments.

1.5	Project coordination, monitoring and evaluation and reporting	Ensuring timely implementation of project deliverables, that timeframe, working with all partners to ensure timely financial and narrative reports, monitoring and evaluating outcomes.
1.6	Financial management	Manage the budget, including sub-grants, reporting collation.
1.7	Tools promotion and dissemination of best practices in the prevention of political corruption within the EU.	As a result of initial analysis of the online tools.
1.8	Launch event with 50 participants & 4 high-level speakers.	Launch event for the synthesis report will disseminate main findings to journalists, CSO's, public officials and citizens.
1.9	EU Integrity Watch cross-border functionality	Linking national level data to the EU Integrity Watch platform to allow for comparative and cross-border analysis.
1.10	Final evaluation report	Comprehensive summary of the Action

Please list outputs produced under this work package:

(a) be specific as to the scope and level of ambition, therefore use a quantitative description where applicable, (e.g. X meetings organised with X participants each)

(b) please add here additional information which would help the evaluator to understand the characteristics/scope/level of ambition of the output(s).

II.b. Expected deliverable(s) of this work package

Deliverable No.	Deliverable name/type (a)	Format (b)	Language (c)	Months of implementation (d)
1.1	Minutes	Electronic 2pp	English	M2
1.2	Work-plan	Electronic 10pp	English	M6
1.3	Front-end (UI) concept documents	Electronic 4pp	English	M12
1.4	Front- & back-end change logs	Electronic 2pp	English	M12 - M18
1.5	Synthesis report	Electronic + Printed 30pp 200 copies	English	M20
1.6	Press releases	Electronic 1pp	English and local	M12 - M20
1.7	Online articles	Electronic 2pp	English and local	M12 - M20
1.8	Evaluation report	Electronic 10pp	English	M24

Please list the deliverables produced under this work package.

- (a) the type/name of deliverable should be self-explanatory
 (b) the format could be: printed and/or electronic (downloadable), the approx. number of pages
 (c) please specify each language in which the deliverable will be available
 (d) specify the month in which the deliverables will be actually completed. Month 1 marks the start of the action, and all deadlines should be relative to this starting date.

III. Distribution of activities to each Applicant/Co-applicant in this work package

- ✓ Establish a clear list of the activities described above indicating which activity is performed by which Applicant/Co-applicant.

Activity No.	Name of the activity	Applicant/Co-applicant	Effort in person month
1.1	Support in scoping and documentation of data availability and quality in each country.	TI Secretariat / TI EU	0.9/1.7
1.2	Organisation of kick-off meeting	TI EU	1.1
1.3	Web development coordination	TI EU	12.1
1.4	Remote mid-project progress sessions	TI EU / All co-applicants	1.3
1.5	Project coordination, monitoring and evaluation and reporting	TI Secretariat	2
1.6	Financial management	TI Secretariat / TI EU	1,83 / 2.4
1.7	Promotional campaign	TI Secretariat / TI EU	0.2 / 2.9
1.8	Project synthesis report	TI EU	3.2
1.9	Final evaluation report	TI Secretariat	1

IV. Sub-contracting

Indicate which activities will be sub-contracted and explain the reasons for sub-contracting (as opposed to the direct implementation by the applicant / co-applicant) (if any). Purchase of goods or services necessary for the implementation of activities by the applicant / co-applicant should not be considered sub-contracting. In principle, the applicant and co-applicant should have the capacity to carry out the activities of the action. Nevertheless, in some cases sub-contracting of the implementation of certain activities might be justified. The core action management functions cannot be sub-contracted under any circumstances.

► Work package 2

Work package: Integrity Watch Italy		
Duration in months:	24	Name of the Applicant/Co-applicant leading this work package (if applicable): Transparency International Italy (TI IT)
I. Objective(s) of this work package (expected outcome)		
The objective of this work package is to prevent and reduce political corruption in Italy by enhancing the level of transparency of the political system, especially by monitoring decisions by of MPs and perceived influence by their private engagements. This objective will be reached by deploying user-friendly interactive databases on areas with high corruption risks, enabling civil and media oversight, increasing the integrity of Italian institutions and contributing to significant economic and social impact.		
II. Description of the work (activities)		
Please present a concise overview of the work in this work package in terms of planned activities to achieve the objectives of this work package. Please be specific, give a short name for each activity and number them (the same activities will have to be reproduced in the section IV).		
The main activities in work package 2 include the collection of data and outreach at national level in Italy. TI Italy will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (2.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in Brussels. The co-applicant will prepare a functional dataset (2.2) containing, where available, public information on lobbying, financial interests by elected representatives, revolving door cases, income and political financing of MPs and Government members. TI Italy will subsequently outline in conjunction with TI EU an initial concept document (2.3) for the front-end interface (UI) and provide, through testing user-experience (2.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (2.5) on political corruption in Italy. Both the new online tool and the summary report will be launched during a national launch event (2.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. TI Italy will promote the new tool and disseminate best practices through meetings, press releases and other media (2.7). Collaboration with investigative journalist and national enforcement authorities based on already existing relationships, will be useful to shed light on interesting cases and further disseminate best practices.		
III. Expected outputs (incl. deliverables)		
Outputs are the products, capital goods and services which result from an Action's activities. Deliverables are outputs which can be delivered to the Commission printed on paper or in a digital format. Limit the number of outputs and deliverables, do not include minor sub-items or internal working papers. Examples of outputs (excl. deliverables) and deliverables for work package 0: ▪ Outputs (excl. deliverables) – kick-off meetings, coordination meetings, steering committees ▪ Deliverables – report, minutes, agreements		
III.a. Expected output(s) (excl. deliverables) of this work package		
Output No.	Output (a)	Explanation (b)
2.1	1 x scoping of relevant datasets and work-plan for data-collection and cleaning	Identify and document data availability and quality and specify data-collection and cleaning methods

2.2	1 x functional data-set	Functional dataset formatted for upload on the online tool (CSV, JSON format)
2.3	National launch event	Launch event promoting the national and disseminate main findings from the report to journalists, civil society- public officials and citizens.
2.4	Dissemination meetings	For the promotion of tool functionality and disseminate best practices with journalists, civil society and public officials.

Please list outputs produced under this work package:

(a) be specific as to the scope and level of ambition, therefore use a quantitative description where applicable (e.g. X regional seminars organised with X participants each, X hours of training (who was trained, where))

(b) please add here additional information which would help the evaluator to understand the characteristics/scope/level of ambition of the output(s)

III.b. Expected deliverable(s) of this work package

Deliverable No.	Deliverable name/type (a)	Format (b)	Language (c)	Beneficiaries (d)	Months of implementation (e)
2.1	Online tool	Electronic	Italian	Italian citizens, journalists, CSOs, academics, public officials	M.3 - M18
2.2	Translation / Drafting of website	Electronic	Italian		M13 - M18
2.3	Summary report on political corruption	Electronic + Printed 10pp 100 copies	Italian		M17 - M20
2.4	Press releases	Electronic 2pp	Italian		M18 - M24
2.5	Online articles	Electronic 2-4pp	Italian		M18 - M24
2.6	Social media posts	Electronic	Italian		M12 - M24
2.7	Email dissemination campaign	Electronic	Italian		M18 - M24

Please list the deliverables produced under this work package.

(a) the type/name of deliverable should be self-explanatory and could be: a publication (flyer / brochure / working paper / article / press release / slides / CD), website / web-tool, etc.

(b) indicate the format (printed / electronic), the approximate number of pages and copies of a publication

(c) specify each language in which the deliverable will be available

(d) indicate the specific short / medium / long term beneficiaries for each deliverable

(e) specify the month in which the deliverables will be actually completed. Month 1 marks the start of the action, and all deadlines should be relative to this starting date.

IV. Distribution of activities to each Applicant/Co-applicant in this work package

Establish a clear list of the activities described above indicating which activity is performed by which Applicant/Co-applicant.

Activity No.	Name of the activity	Applicant/Co-applicant	Effort in person months
2.1	Methodology for data-collection and data-cleaning	TI IT	0,71
2.2	Build a functional data-set	TI IT	0,8 / 1,25
2.3	Initial concept document	TI EU / TI IT	0,8 / 0,71
2.4	User-experience testing	TI IT	1,25
2.5	Summary report	TI IT	1,47
2.6	National launch event	TI IT	0,05/1,31
2.7	Tool promotion and dissemination of key findings and best practices	TI Secretariat / TI EU / TI IT	0,98

V. Travels

If the costs for travel and substance (B.1+B.2) as presented in Part A, point 3 *Budget* of the application exceed 15% of the total costs, you should provide detailed information on the nature and objectives of each trip, its relevance to the project, location (EU/non-EU), number of participants.

Trip No.	Objective, nature and relevance to the project	Applicant/Co-applicant;	Number of participants;	Location (EU/non-EU)	Days/DSAs
T.2.1	Participation in kick-off meeting	TI Italy	1	EU / Brussels	1
T.2.2	Participation in national launch event	TI EU / TI IT	2	Italy / Rome	1
T.2.3	4 Meetings with stakeholders	TI Italy	1 per x 4 meetings	Italy / Rome	4
T.2.4	Participation in final event	TI Italy	1	EU / Brussels	1

VI. Sub-contracting

Indicate which activities will be sub-contracted and explain the reasons for sub-contracting (as opposed to the direct implementation by the applicant / co-applicant) (if any). Purchase of goods or services necessary for the implementation of activities by the applicant / co-applicant should not be considered sub-contracting. In principle, the applicant and co-applicant should have the capacity to carry out the activities of the action. Nevertheless, in some cases sub-contracting of the implementation of certain activities might be justified.

VII. Equipment

Describe and list the equipment¹ to be purchased under this WP.

► Work package 3

Work package: Integrity Watch Spain		
Duration in months:	24	Name of the Applicant/Co-applicant leading this work package (if applicable): Transparency International España (TI-ES)
I. Objective(s) of this work package (expected outcome)		
The objective of this work package is to launch a national version of Integrity Watch in Spain, gather evidence of political corruption and formulate recommendations to enhance the integrity of the Spanish political system with the aim of reducing corruption risks in public / private interactions.		
II. Description of the work (activities)		
Please present a concise overview of the work in this work package in terms of planned activities to achieve the objectives of this work package. Please be specific, give a short name for each activity and number them (the same activities will have to be reproduced in the section IV).		
The main activities in work package 3 include the collection of data and outreach at national level in Spain. TI Spain will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (3.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in Brussels. The co-applicant will prepare a functional dataset (3.2) containing, where available, public information on lobbying, financial interests by elected representatives and/or revolving door cases TI Spain will subsequently outline in conjunction with TI EU an initial concept document (3.3) for the front-end interface (UI) and provide, through testing user-experience (3.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (3.5) on political corruption in Spain. Both the new online tool and the summary report will be launched during a national launch event (3.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. We will work jointly with any public stakeholder, such as government officials, enforcement agencies, oversight bodies and other authorities that may be interested in the processed data provided through the platform, resulting in official complaints for breaches in ethics rules. TI Spain will promote the new tool and disseminate best practices through meetings, press releases and other media (3.7), using its extensive and developed network of contacts that comprises both the private and the public sector.		
III. Expected outputs (incl. deliverables)		
Outputs are the products, capital goods and services which result from an Action's activities. Deliverables are outputs which can be delivered to the Commission printed on paper or in a digital format. Limit the number of outputs and deliverables, do not include minor sub-items or internal working papers. Examples of outputs (excl. deliverables) and deliverables for work package 0: ▪ Outputs (excl. deliverables) – kick-off meetings, coordination meetings, steering committees ▪ Deliverables – report, minutes, agreements		
III.a. Expected output(s) (excl. deliverables) of this work package		
Output No.	Output (a)	Explanation (b)
3.1	1 x scoping of relevant datasets and work-plan for data-collection and cleaning	Identify and document data availability and quality and specify data-collection and cleaning methods

3.2	1 x functional data-set	Functional dataset formatted for upload on the online tool (CSV, JSON format)
3.3	National launch event	Launch event promoting the national and disseminate main findings from the report to journalists, civil society- public officials and citizens.
3.4	Dissemination meetings	For the promotion of tool functionality and disseminate best practices with journalists, civil society and public officials.

Please list outputs produced under this work package:

(a) be specific as to the scope and level of ambition, therefore use a quantitative description where applicable (e.g. X regional seminars organised with X participants each, X hours of training (who was trained, where))

(b) please add here additional information which would help the evaluator to understand the characteristics/scope/level of ambition of the output(s)

III.b. Expected deliverable(s) of this work package

Deliverable No.	Deliverable name/type (a)	Format (b)	Language (c)	Beneficiaries (d)	Months of implementation (e)
3.1	Online tool	Electronic	Spanish	Citizens, journalists, CSO's, academics, public officials	M3 - M18
3.3	Translation / Drafting of website	Electronic	Spanish		M13 - M18
3.4	Summary report on political corruption	Electronic + Printed 10pp 100 copies	Spanish		M17 - M20
3.5	Press releases	Electronic 2pp	Spanish		M18 - M24
3.6	Online articles	Electronic 2-4pp	English & Spanish		M18 - M24
3.7	Email dissemination campaign	Electronic 2pp	Spanish		M18 - M24

Please list the deliverables produced under this work package.

(a) the type/name of deliverable should be self-explanatory and could be: a publication (flyer / brochure / working paper / article / press release / slides / CD), website / web-tool, etc.

(b) indicate the format (printed / electronic), the approximate number of pages and copies of a publication

(c) specify each language in which the deliverable will be available

(d) indicate the specific short / medium / long term beneficiaries for each deliverable

(e) specify the month in which the deliverables will be actually completed. Month 1 marks the start of the action, and all deadlines should be relative to this starting date.

IV. Distribution of activities to each Applicant/Co-applicant in this work package

Establish a clear list of the activities described above indicating which activity is performed by which Applicant/Co-applicant.

Activity No.	Name of the activity	Applicant/Co-applicant	Effort in person months
--------------	----------------------	------------------------	-------------------------

3.1	Methodology for data-collection and data-cleaning	TI ES	1.5
3.2	Build a functional data-set	TI EU / TI ES	0.8 / 1.9
3.3	Initial concept document	TI ES	0.8 / 0.5
3.4	User-experience testing	TI ES	1.2
3.5	Summary report	TI ES	0.8
3.6	National launch event	TI ES	0.8
3.7	Tool promotion and dissemination of key findings and best practices	TI Secretariat / TI EU / TI ES	0,05/0,05 / 1,8

V. Travels

If the costs for travel and substance (B.1+B.2) as presented in Part A, point 3 *Budget* of the application exceed 15% of the total costs, you should provide detailed information on the nature and objectives of each trip, its relevance to the project, location (EU/non-EU), number of participants.

Trip No.	Objective, nature and relevance to the project	Applicant/Co-applicant;	Number of participants;	Location (EU/non-EU)	Days/DSAs
T.3.1	Participation in kick-off meeting	TI ES	2	EU / Brussels	1
T.3.2	Participation in national launch event	TI EU	1	Spain	1
T.3.3	Participation in final event	TI ES	1	EU / Brussels	1

VI. Sub-contracting

Indicate which activities will be sub-contracted and explain the reasons for sub-contracting (as opposed to the direct implementation by the applicant / co-applicant) (if any). Purchase of goods or services necessary for the implementation of activities by the applicant / co-applicant should not be considered sub-contracting. In principle, the applicant and co-applicant should have the capacity to carry out the activities of the action. Nevertheless, in some cases sub-contracting of the implementation of certain activities might be justified.

VII. Equipment

Describe and list the equipment² to be purchased under this WP.

► Work package 4**Work package: Integrity Watch Lithuania**

Duration in months: 24	Name of the Applicant/Co-applicant leading this work package (if applicable): Transparency International Lithuanian Chapter (TI LT)
------------------------	---

I. Objective(s) of this work package (expected outcome)

The objective of this work package is to launch a national version of Integrity Watch in Lithuania designed to foster civil oversight of political corruption. The overarching aim is to reduce corruption risks in public / private interactions by gathering evidence of misconduct and formulate recommendations to enhance the integrity of the Lithuanian political system.

² Under this action the full cost of purchase of equipment is not eligible. The costs for the equipment envisaged to be purchased shall only cover the project duration depreciation costs. The latter shall be written off in accordance with international accounting standards and the beneficiary's usual accounting practices. See also the provisions of Article 6.2 E.1 of the Model Grant Agreement.

II. Description of the work (activities)

Please present a concise overview of the work in this work package in terms of planned activities to achieve the objectives of this work package. Please be specific, give a short name for each activity and number them (the same activities will have to be reproduced in the section IV).

The main activities in work package 4 are the collection of data and outreach at national level in Lithuania. TI LT will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (4.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in Brussels.

TI LT will draw from the lessons learnt while working on the topic of money and politics (i.e. such initiatives as manosusitikimai.lt, manovalstybe.info) in order to identify and collect new data needed in for gathering more in-depth insights and develop a version of the Integrity Watch tool adapted to the Lithuanian context. While doing so, TI LT will send out FOIA requests to various national authorities (i.e. Chief Official Ethics Commission, Central Electoral Commission, Parliament, etc.) and will prepare a functional dataset (4.2) containing public information, where available, on lobbying, financial interests by elected representatives and/or revolving door cases. TI LT, in partnership with TI EU, will subsequently outline an initial concept document (4.3) for the front-end interface (UI) and provide, by testing user-experience (4.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (4.5) on political corruption risks in Lithuania.

In addition to this, TI LT will also conduct a number of activities, aimed to raise awareness of politicians, creation of stronger networks between relevant stakeholders, and capacity building of the end-users of the tool (4.6, 4.7). TI LT will (1) conduct a number of analytical studies (at least 2) on how Lithuanian MPs publish their meetings with interest groups and registered lobbyists and, when needed, will provide recommendations on how to improve; (2) organize a number of meetings (at least 24) with MPs, business associations and other relevant stakeholders in order to share the good practice and create stronger networks; (3) will organize at least 2 national events for the MPs and other stakeholders, aimed to present good practice on the topic and increase their level of awareness, understanding of and engagement in transparency and anti-corruption initiatives; (4) will organize at least 2 seminars for (at least 20) Lithuanian journalists with invited media professionals from the EU in order to increase the awareness and the capacity of Lithuanian journalists to work with data assembled in and used for the IW tool and by doing so enhance their ability to create data-based stories on political corruption risks in the country.

Finally, TI LT will produce and present a final study with the main findings and recommendations for Lithuanian decision-makers (4.7).

III. Expected outputs (incl. deliverables)

Outputs are the products, capital goods and services which result from an Action's activities.

Deliverables are outputs which can be delivered to the Commission printed on paper or in a digital format.

Limit the number of outputs and deliverables, do not include minor sub-items or internal working papers.

Examples of outputs (excl. deliverables) and deliverables for work package 0:

- **Outputs** (excl. deliverables) – kick-off meetings, coordination meetings, steering committees
- **Deliverables** – report, minutes, agreements

III.a. Expected output(s) (excl. deliverables) of this work package

Output No.	Output (a)	Explanation (b)
4.1	1 x scoping of relevant datasets and work-plan for data-collection and cleaning	Identify and document data availability and quality and specify data-collection and cleaning methods
4.2	1 x functional data-set	

4.3	2 x analytical studies	Functional data set formatted for upload on the online tool (CSV, JSON format)
4.4	24 x meetings with stakeholders	Analysis of the meetings that the Lithuanian MPs have with interest groups and registered lobbyists
4.5	2 x national events	Meetings with the MPs, business associations and other relevant stakeholders, aimed to presenting good practice and increasing their engagement into transparency and anti-corruption initiatives
4.6	2 x trainings for journalists	Events presenting the good practice and promoting the tools
		Trainings for journalists aimed to present the data available and increase their capacities to use this data for production of media stories

Please list outputs produced under this work package:

(a) be specific as to the scope and level of ambition, therefore use a quantitative description where applicable (e.g. X regional seminars organised with X participants each, X hours of training (who was trained, where))

(b) please add here additional information which would help the evaluator to understand the characteristics/scope/level of ambition of the output(s)

III.b. Expected deliverable(s) of this work package

Deliverable No.	Deliverable name/type (a)	Format (b)	Language (c)	Beneficiaries (d)	Months of implementation (e)
4.1	Online tool	Electronic	Lithuanian	Citizens, journalists, CSO's, academics, public officials	M3 - M18
4.2	Translation / drafting of the tool	Electronic	Lithuanian		M13 - M18
4.3	Final study on political corruption	Electronic + Printed 2pp 20 copies	Lithuanian		M17 - M20
4.4	Press releases	Electronic 2pp	Lithuanian		M18 - M24
4.5	Online articles	Electronic 2 pp	English & Lithuanian		M18 - M24

Please list the deliverables produced under this work package.

(a) the type/name of deliverable should be self-explanatory and could be: a publication (flyer / brochure / working paper / article / press release / slides / CD), website / web-tool, etc.

(b) indicate the format (printed / electronic), the approximate number of pages and copies of a publication

(c) specify each language in which the deliverable will be available

(d) indicate the specific short / medium / long term beneficiaries for each deliverable

(e) specify the month in which the deliverables will be actually completed. Month 1 marks the start of the action, and all deadlines should be relative to this starting date.

IV. Distribution of activities to each Applicant/Co-applicant in this work package

Establish a clear list of the activities described above indicating which activity is performed by which Applicant/Co-applicant.

Activity No.	Name of the activity	Applicant/Co-applicant	Effort in person months
4.1	Methodology for data-collection and data-cleaning	TI LT	1,35
4.2	Build a functional data-set	TI EU / TI LT	0,8 / 2,8
4.3	Initial concept document	TI LT	0,8 / 0,3
4.4	User-experience testing	TI LT	1,6
4.5	Summary report	TI LT	0,4
4.6	National events	TI LT	0,4
4.7	Tool promotion and dissemination of key findings and best practices	TI Secretariat / TI EU / TI LT	0,05/0,05 / 3,9

V. Travels

If the costs for travel and substance (B.1+B.2) as presented in Part A, point 3 *Budget* of the application exceed 15% of the total costs, you should provide detailed information on the nature and objectives of each trip, its relevance to the project, location (EU/non-EU), number of participants.

Trip No.	Objective, nature and relevance to the project	Applicant/Co-applicant;	Number of participants;	Location (EU/non-EU)	Days/DSAs
T.4.1	Participation in kick-off meeting	TI LT	2	EU / Brussels	2
T.4.2	Participation in national launch event	TI EU	1	Lithuania	1
T.4.3	Participation in final event	TI LT	1	EU / Brussels	2
T.4.5	Seminars for journalists	TI LT	2	Lithuania	2

VI. Sub-contracting

Indicate which activities will be sub-contracted and explain the reasons for sub-contracting (as opposed to the direct implementation by the applicant / co-applicant) (if any). Purchase of goods or services necessary for the implementation of activities by the applicant / co-applicant should not be considered sub-contracting. In principle, the applicant and co-applicant should have the capacity to carry out the activities of the action. Nevertheless, in some cases sub-contracting of the implementation of certain activities might be justified.

VII. Equipment

Describe and list the equipment³ to be purchased under this WP.

► Work package 5**Work package: Integrity Watch Netherlands**

Duration in months: 24	Name of the Applicant/Co-applicant leading this work package (if applicable): Transparency International Netherlands (TI-NL)
I. Objective(s) of this work package (expected outcome)	

³ Under this action the full cost of purchase of equipment is not eligible. The costs for the equipment envisaged to be purchased shall only cover the project duration depreciation costs. The latter shall be written off in accordance with international accounting standards and the beneficiary's usual accounting practices. See also the provisions of Article 6.2 E.1 of the Model Grant Agreement.

The objective of this work package is to launch a national version of Integrity Watch in the Netherlands designed to foster civil oversight of political corruption. The overarching aim is to reduce corruption risks in public / private interactions by gathering evidence of misconduct and formulate recommendations to enhance the integrity of the Dutch political system.

II. Description of the work (activities)

Please present a concise overview of the work in this work package in terms of planned activities to achieve the objectives of this work package. Please be specific, give a short name for each activity and number them (the same activities will have to be reproduced in the section IV).

The main activities in work package 5 include the collection of data and outreach at national level in the Netherlands. will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (5.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in Brussels. TI-NL will prepare a functional dataset (5.2) containing public information, where available, on lobbying, financial interests by elected representatives and/or revolving door cases. TI-NL will subsequently outline in conjunction with TI EU an initial concept document (5.3) for the front-end interface (UI) and provide, through testing user-experience (5.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (5.5) on political corruption in the Netherlands. Both the new online tool and the summary report will be launched during a national launch event (5.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. TI-NL will promote the new tool and disseminate best practices through meetings, press releases, other media and collaboration with national enforcement [R1] authorities (5.7).

III. Expected outputs (incl. deliverables)

Outputs are the products, capital goods and services which result from an Action's activities.
Deliverables are outputs which can be delivered to the Commission printed on paper or in a digital format.
Limit the number of outputs and deliverables, do not include minor sub-items or internal working papers.
Examples of outputs (excl. deliverables) and deliverables for work package 0:

- **Outputs** (excl. deliverables) – kick-off meetings, coordination meetings, steering committees
- **Deliverables** – report, minutes, agreements

III.a. Expected output(s) (excl. deliverables) of this work package

Output No.	Output (a)	Explanation (b)
5.1	1 x scoping of relevant datasets and work-plan for data-collection and cleaning	Identify and document data availability and quality and specify data-collection and cleaning methods
5.2	1 x functional data-set	Functional data set formatted for upload on the online tool (CSV, JSON format)
5.3	National launch event	Launch event promoting the national and disseminate main findings from the report to journalists, civil society- public officials and citizens.
5.4	Dissemination meetings	For the promotion of tool functionality and implement best practices with journalists, civil society and public officials.

Please list outputs produced under this work package:

(a) be specific as to the scope and level of ambition, therefore use a quantitative description where applicable (e.g. X regional seminars organised with X participants each, X hours of training (who was trained, where))
 (b) please add here additional information which would help the evaluator to understand the characteristics/scope/level of ambition of the output(s)

III.b. Expected deliverable(s) of this work package

Deliverable No.	Deliverable name/type (a)	Format (b)	Language (c)	Beneficiaries (d)	Months of implementation (e)
5.1	Online tool	Electronic	Dutch	Citizens, journalists, CSO's, academics, public officials	M3 - M18
5.2	Translation / drafting of website	Electronic	Dutch		M13 - M18
5.3	Summary report on political corruption	Electronic + Printed 10pp 100 copies	Dutch		M17 - M20
5.4	Press releases	Electronic 2pp	Dutch		M18 - M24
5.5	Online articles	Electronic 2-4pp	English & Dutch		M18 - M24

Please list the deliverables produced under this work package.

(a) the type/name of deliverable should be self-explanatory and could be: a publication (flyer / brochure / working paper / article / press release / slides / CD), website / web-tool, etc.

(b) indicate the format (printed / electronic), the approximate number of pages and copies of a publication

(c) specify each language in which the deliverable will be available

(d) indicate the specific short / medium / long term beneficiaries for each deliverable

(e) specify the month in which the deliverables will be actually completed. Month 1 marks the start of the action, and all deadlines should be relative to this starting date.

IV. Distribution of activities to each Applicant/Co-applicant in this work package

Establish a clear list of the activities described above indicating which activity is performed by which Applicant/Co-applicant.

Activity No.	Name of the activity	Applicant/Co-applicant	Effort in person months
5.1	Methodology for data-collection and data-cleaning	TI-NL	0,9
5.2	Build a functional data-set	TI EU / TI-NL	0,8 / 2,5
5.3	Initial concept document	TI EU / TI-NL	0,8 / 1,1
5.4	User-experience testing	TI-NL	1,5
5.5	Summary report	TI-NL	1,2
5.6	National events	TI-NL	0,8
5.7	Tool promotion and dissemination of key findings and best practices	TI Secretariat / TI EU / TI-NL	0,05/0,05 / 1,0

V. Travels

If the costs for travel and substance (B.1+B.2) as presented in Part A, point 3 *Budget* of the application exceed 15% of the total costs, you should provide detailed information on the nature and objectives of each trip, its relevance to the project, location (EU/non-EU), number of participants.

Trip No.	Objective, nature and relevance to the project	Applicant/Co-applicant;	Number of participants;	Location (EU/non-EU)	Days/DSAs
T.5.1	Participation in kick-off meeting	TI-NL	2	EU / Brussels	1
T.5.2	Participation in national launch event	TI EU	1	The Netherlands / Amsterdam	1
T.5.3	Participation in final event	TI-NL	2	EU / Brussels	1

VI. Sub-contracting

Indicate which activities will be sub-contracted and explain the reasons for sub-contracting (as opposed to the direct implementation by the applicant / co-applicant) (if any). Purchase of goods or services necessary for the implementation of activities by the applicant / co-applicant should not be considered sub-contracting. In principle, the applicant and co-applicant should have the capacity to carry out the activities of the action. Nevertheless, in some cases sub-contracting of the implementation of certain activities might be justified.

VII. Equipment

Describe and list the equipment⁴ to be purchased under this WP.

► Work package 6

Work package: Integrity Watch Slovenia

Duration in months: 24

Name of the Applicant/Co-applicant leading this work package (if applicable): Transparency International Slovenia (TI SI)

I. Objective(s) of this work package (expected outcome)

The objective of this work package is to launch a national version of Integrity Watch in Slovenia designed to foster civil oversight of political corruption. The overarching aim is to reduce corruption risks in public / private interactions by gathering evidence of misconduct and formulate recommendations to enhance the integrity of the Slovenian political system.

II. Description of the work (activities)

Please present a concise overview of the work in this work package in terms of planned activities to achieve the objectives of this work package. Please be specific, give a short name for each activity and number them (the same activities will have to be reproduced in the section IV).

The main activities in work package 7 include the collection of data and outreach at national level in Slovenia. TI SI will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (6.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in

⁴ Under this action the full cost of purchase of equipment is not eligible. The costs for the equipment envisaged to be purchased shall only cover the project duration depreciation costs. The latter shall be written off in accordance with international accounting standards and the beneficiary's usual accounting practices. See also the provisions of Article 6.2 E.1 of the Model Grant Agreement.

Brussels. The co-applicant will prepare a functional dataset (6.2) containing, where available, public information on lobbying, financial interests by elected representatives and/or revolving door cases. TI SI will subsequently outline in conjunction with TI EU an initial concept document (6.3) for the front-end interface (UI) and provide, through testing user-experience (6.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (6.5) on political corruption in Slovenia. Both the new online tool and the summary report will be launched during a national launch event (6.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. TI SI will promote the new tool and disseminate best practices through meetings, press releases, other media and national enforcement authorities (6.7).

III. Expected outputs (incl. deliverables)

Outputs are the products, capital goods and services which result from an Action's activities.
Deliverables are outputs which can be delivered to the Commission printed on paper or in a digital format.
Limit the number of outputs and deliverables, do not include minor sub-items or internal working papers.
Examples of outputs (excl. deliverables) and deliverables for work package 0:

- **Outputs** (excl. deliverables) – kick-off meetings, coordination meetings, steering committees
- **Deliverables** – report, minutes, agreements

III.a. Expected output(s) (excl. deliverables) of this work package

Output No.	Output (a)	Explanation (b)
6.1	1 x scoping of relevant datasets and work-plan for data-collection and cleaning	Identify and document data availability and quality and specify data-collection and cleaning methods
6.2	1 x functional data-set	Functional data set formatted for upload on the online tool (CSV, JSON format)
6.3	National launch event	Launch event promoting the national and disseminate main findings from the report to journalists, civil society- public officials and citizens.
6.4	Dissemination meetings	For the promotion of tool functionality and disseminate best practices with journalists, civil society and public officials.

Please list outputs produced under this work package:

(a) be specific as to the scope and level of ambition, therefore use a quantitative description where applicable (e.g. X regional seminars organised with X participants each, X hours of training (who was trained, where))

(b) please add here additional information which would help the evaluator to understand the characteristics/scope/level of ambition of the output(s)

III.b. Expected deliverable(s) of this work package

Deliverable No.	Deliverable name/type (a)	Format (b)	Language (c)	Beneficiaries (d)	Months of implementation (e)
6.1	Online tool	Electronic	Slovenian	Citizens, journalists, CSO's, academics, public officials	M3 - M18
6.2	Translation / Drafting of website	Electronic	Slovenian		M13 - M18
6.3	Summary report on political corruption	Electronic + Printed 10pp	Slovenian		M17 - M20

6.4	Press releases	100 copies Electronic 2pp	Slovenian		M18 - M24
6.5	Online articles	Electronic 2-4pp	English & Slovenian		M18 - M24

Please list the deliverables produced under this work package.

(a) the type/name of deliverable should be self-explanatory and could be: a publication (flyer / brochure / working paper / article / press release / slides / CD), website / web-tool, etc.

(b) indicate the format (printed / electronic), the approximate number of pages and copies of a publication

(c) specify each language in which the deliverable will be available

(d) indicate the specific short / medium / long term beneficiaries for each deliverable

(e) specify the month in which the deliverables will be actually completed. Month 1 marks the start of the action, and all deadlines should be relative to this starting date.

IV. Distribution of activities to each Applicant/Co-applicant in this work package

Establish a clear list of the activities described above indicating which activity is performed by which Applicant/Co-applicant.

Activity No.	Name of the activity	Applicant/Co-applicant	Effort in person months
6.1	Methodology for data-collection and data-cleaning	TI SI	1.5
6.2	Build a functional data-set	TI EU / TI SI	0.8 / 1.9
6.3	Initial concept document	TI EU / TI SI	0.8 / 0.5
6.4	User-experience testing	TI SI	1.2
6.5	Summary report	TI SI	0.8
6.6	National launch event	TI SI	0.8
6.7	Tool promotion and dissemination of key findings and best practices	TI Secretariat / TI EU / TI SI	0,05/0,05 / 1,8

V. Travels

If the costs for travel and substance (B.1+B.2) as presented in Part A, point 3 *Budget* of the application exceed 15% of the total costs, you should provide detailed information on the nature and objectives of each trip, its relevance to the project, location (EU/non-EU), number of participants.

Trip No.	Objective, nature and relevance to the project	Applicant/Co-applicant;	Number of participants;	Location (EU/non-EU)	Days/DSAs
T.6.1	Participation in kick-off meeting	TI SI	2	EU / Brussels	1
T.6.2	Participation in national launch event	TI EU	1	Slovenia	1
T.6.3	Participation in final event	TI SI	1	EU / Brussels	1

VI. Sub-contracting

Indicate which activities will be sub-contracted and explain the reasons for sub-contracting (as opposed to the direct implementation by the applicant / co-applicant) (if any). Purchase of goods or services necessary for the implementation of activities by the applicant / co-applicant should not be considered sub-contracting. In principle, the applicant and co-applicant should have the capacity to carry out the activities of the action. Nevertheless, in some cases sub-contracting of the implementation of certain activities might be justified.

VII. Equipment

Describe and list the equipment⁵ to be purchased under this WP.

► Work package 7

Work package: Integrity Watch Greece

Duration in months: 24

Name of the Applicant/Co-applicant leading this work package (if applicable): Transparency International Greece (TI GR)

I. Objective(s) of this work package (expected outcome)

The objective of this work package is to launch a national version of Integrity Watch in Greece designed to foster civil oversight of political corruption. The overarching aim is to reduce corruption risks in public / private interactions by gathering evidence of misconduct and formulate recommendations to enhance the integrity of the Greek political system.

II. Description of the work (activities)

Please present a concise overview of the work in this work package in terms of planned activities to achieve the objectives of this work package. Please be specific, give a short name for each activity and number them (the same activities will have to be reproduced in the section IV).

The main activities in work package 7 include the collection of data and outreach at national level in Greece. TI GR will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (7.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in Brussels. The co-applicant will prepare a functional dataset (7.2) containing public information on lobbying, financial interests by elected representatives and/or revolving door cases where available. In particular, TI GR will manually insert in the database financial assets declarations, which are made publicly available once annually, CVs and, where publicly available, meeting agendas. TI GR will subsequently outline in conjunction with TI EU an initial concept document (7.3) for the front-end interface (UI) and provide, through testing user-experience (7.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (7.5) on political corruption in Greece. Both the new online tool and the summary report will be launched during a national launch event (7.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. TI GR will promote the new tool and disseminate best practices on through meetings, press releases and other media (7.7). We will particularly emphasise the need to regulate lobbying and the revolving door phenomenon with national bodies, such as the Parliament, political parties, the Anti-Corruption Secretariat of the Ministry of Justice, the Ombudsman and other relevant enforcement authorities on the need to regulate lobbying and the revolving doors phenomenon shall be performed with authorities, such as the Parliament, political parties, the Anti-Corruption Secretariat of the the Ministry of Justice, the Ombudsman etc.

III. Expected outputs (incl. deliverables)

Outputs are the products, capital goods and services which result from an Action's activities.

⁵ Under this action the full cost of purchase of equipment is not eligible. The costs for the equipment envisaged to be purchased shall only cover the project duration depreciation costs. The latter shall be written off in accordance with international accounting standards and the beneficiary's usual accounting practices. See also the provisions of Article 6.2 E.1 of the Model Grant Agreement.

Deliverables are outputs which can be delivered to the Commission printed on paper or in a digital format.

Limit the number of outputs and deliverables, do not include minor sub-items or internal working papers.

Examples of outputs (excl. deliverables) and deliverables for work package 0:

- **Outputs** (excl. deliverables) – kick-off meetings, coordination meetings, steering committees
- **Deliverables** – report, minutes, agreements

III.a. Expected output(s) (excl. deliverables) of this work package

Output No.	Output (a)	Explanation (b)
7.1	1 x scoping of relevant datasets and work-plan for data-collection and cleaning	Identify and document data availability and quality and specify data-collection and cleaning methods
7.2	1 x functional data-set	Functional data set formatted for upload on the online tool (CSV, JSON format)
7.3	National launch event	Launch event promoting the national and disseminate main findings from the report to journalists, civil society- public officials and citizens.
7.4	Dissemination meetings	For the promotion of tool functionality and disseminate best practices with journalists, civil society and public officials.

Please list outputs produced under this work package:

(a) be specific as to the scope and level of ambition, therefore use a quantitative description where applicable (e.g. X regional seminars organised with X participants each, X hours of training (who was trained, where))

(b) please add here additional information which would help the evaluator to understand the characteristics/scope/level of ambition of the output(s)

III.b. Expected deliverable(s) of this work package

Deliverable No.	Deliverable name/type (a)	Format (b)	Language (c)	Beneficiaries (d)	Months of implementation (e)
7.1	Online tool	Electronic	Greek	Citizens, journalists, CSO's, academics, public officials	M3 - M18
7.2	Translation / drafting of website	Electronic	Greek		M13 - M18
7.3	Summary report on political corruption	Electronic + Printed 10pp 100 copies	Greek		M17 - M20
7.4	Press releases	Electronic 2pp	Greek		M18 - M24
7.5	Online articles	Electronic 2-4pp	English & Greek		M18 - M24

Please list the deliverables produced under this work package.

(a) the type/name of deliverable should be self-explanatory and could be: a publication (flyer / brochure / working paper / article / press release / slides / CD), website / web-tool, etc.

(b) indicate the format (printed / electronic), the approximate number of pages and copies of a publication

(c) specify each language in which the deliverable will be available

(d) indicate the specific short / medium / long term beneficiaries for each deliverable

(e) specify the month in which the deliverables will be actually completed. Month 1 marks the start of the action, and all deadlines should be relative to this starting date.

IV. Distribution of activities to each Applicant/Co-applicant in this work package					
Establish a clear list of the activities described above indicating which activity is performed by which Applicant/Co-applicant.					
Activity No.	Name of the activity	Applicant/Co-applicant	Effort in person months		
7.1	Methodology for data-collection and data-cleaning	TI GR	1.2		
7.2	Build a functional data-set	TI EU / TI GR	0.8 / 2		
7.3	Initial concept document	TI EU / TI GR	0.8 / 0.6		
7.4	User-experience testing	TI GR	1.6		
7.5	Summary report	TI GR	0.9		
7.6	National launch event	TI GR	0.1		
7.7	Tool promotion and dissemination of key findings and best practices	TI Secretariat / TI EU / TI GR	0.05/0.05 / 0.4		
V. Travels					
If the costs for travel and substance (B.1+B.2) as presented in Part A, point 3 <i>Budget</i> of the application exceed 15% of the total costs, you should provide detailed information on the nature and objectives of each trip, its relevance to the project, location (EU/non-EU), number of participants.					
Trip No.	Objective, nature and relevance to the project	Applicant/Co-applicant;	Number of participants;	Location (EU/non-EU)	Days/DSAs
T.7.1	Participation in kick-off meeting	TI GR	2	EU / Brussels	1
T.7.2	Participation in national launch event	TI	1	Greece	1
T.7.3.	Participation in final event	TI GR	1	EU/Brussels	1
VI. Sub-contracting					
Indicate which activities will be sub-contracted and explain the reasons for sub-contracting (as opposed to the direct implementation by the applicant / co-applicant) (if any). Purchase of goods or services necessary for the implementation of activities by the applicant / co-applicant should not be considered sub-contracting. In principle, the applicant and co-applicant should have the capacity to carry out the activities of the action. Nevertheless, in some cases sub-contracting of the implementation of certain activities might be justified.					
VII. Equipment					
Describe and list the equipment ⁶ to be purchased under this WP.					

► Work package 8

Work package: Integrity Watch Latvia	
Duration in months:	Name of the Applicant/Co-applicant leading this work package (if applicable): Transparency International Latvia (TI LV)

⁶ Under this action the full cost of purchase of equipment is not eligible. The costs for the equipment envisaged to be purchased shall only cover the project duration depreciation costs. The latter shall be written off in accordance with international accounting standards and the beneficiary's usual accounting practices. See also the provisions of Article 6.2 E.1 of the Model Grant Agreement.

I. Objective(s) of this work package (expected outcome)

The objective of this work package is to launch a national version of Integrity Watch in Latvia designed to foster civil oversight of political corruption. The overarching aim is to reduce corruption risks in public / private interactions by gathering evidence of misconduct and formulate recommendations to enhance the integrity of the Latvian political system.

II. Description of the work (activities)

Please present a concise overview of the work in this work package in terms of planned activities to achieve the objectives of this work package. Please be specific, give a short name for each activity and number them (the same activities will have to be reproduced in the section IV).

The main activities in work package 8 include the collection of data and outreach at national level in Latvia. TI LV will start the project by systematically assessing and documenting data availability and quality of a range of datasets, as mentioned in the methodology section of the proposal, outlining a methodology for data-collection and data-cleaning (8.1) which will provide the basis for the drawing of a detailed work-plan during the project kick-off meeting in Brussels. The co-applicant will prepare a functional dataset (8.2) containing, where available, public information on assets, financial interests, donations to political parties by MPs and/or revolving door cases and will consider integrating other sources of data. TI LV will subsequently outline in conjunction with TI EU an initial concept document (8.3) for the front-end interface (UI) and provide, through testing user-experience (8.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report together with recommendations for decision-makers on how to improve data basis, declaration system and control system (8.5) on political corruption in Latvia. Both the new online tool and the summary report will be launched during a national launch event (8.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. TI LV will promote the new tool and disseminate best practices through meetings, e.g. presentation in the Parliamentary Subcommittee of the Defence, Internal Affairs and Corruption Prevention, press releases and other media (8.7). The findings are planned to be used to advocate for a lobby legislation and register in Latvia. Cases of identified conflicts of interest and suspicious discoveries will be reported to the law enforcement institutions.

III. Expected outputs (incl. deliverables)

Outputs are the products, capital goods and services which result from an Action's activities.
Deliverables are outputs which can be delivered to the Commission printed on paper or in a digital format.
Limit the number of outputs and deliverables, do not include minor sub-items or internal working papers.
Examples of outputs (excl. deliverables) and deliverables for work package 0:

- **Outputs** (excl. deliverables) – kick-off meetings, coordination meetings, steering committees
- **Deliverables** – report, minutes, agreements

III.a. Expected output(s) (excl. deliverables) of this work package

Output No.	Output (a)	Explanation (b)
8.1	1 x scoping of relevant datasets and work-plan for data-collection and cleaning	Identify and document data availability and quality and specify data-collection and cleaning methods
8.2	1 x functional data-set	Functional data set formatted for upload on the online tool (CSV, JSON format)
8.3	National launch event	Launch event with 30 participants promoting the national and disseminate main findings from the report to

8.4	Dissemination meetings	journalists, civil society- public officials and citizens. For the promotion of tool functionality and disseminate best practices with journalists, civil society and public officials.
-----	------------------------	---

Please list outputs produced under this work package:

(a) be specific as to the scope and level of ambition, therefore use a quantitative description where applicable (e.g. X regional seminars organised with X participants each, X hours of training (who was trained, where))

(b) please add here additional information which would help the evaluator to understand the characteristics/scope/level of ambition of the output(s)

III.b. Expected deliverable(s) of this work package

Deliverable No.	Deliverable name/type (a)	Format (b)	Language (c)	Beneficiaries (d)	Months of implementation (e)
8.1	Online tool	Electronic	Latvian	Citizens, journalists, CSO's, academics, public officials	M3 - M18
8.2	Translation / drafting of website	Electronic	Latvian		M13 - M18
8.3	Summary report on political corruption	Electronic + Printed 10pp 100 copies	Latvian		M17 - M20
8.4	Press releases	Electronic 1-2pp	Latvian		M18 - M24
8.5	Online articles	Electronic 2-4pp	English & Latvian		M18 - M24

Please list the deliverables produced under this work package.

(a) the type/name of deliverable should be self-explanatory and could be: a publication (flyer / brochure / working paper / article / press release / slides / CD), website / web-tool, etc.

(b) indicate the format (printed / electronic), the approximate number of pages and copies of a publication

(c) specify each language in which the deliverable will be available

(d) indicate the specific short / medium / long term beneficiaries for each deliverable

(e) specify the month in which the deliverables will be actually completed. Month 1 marks the start of the action, and all deadlines should be relative to this starting date.

IV. Distribution of activities to each Applicant/Co-applicant in this work package

Establish a clear list of the activities described above indicating which activity is performed by which Applicant/Co-applicant.

Activity No.	Name of the activity	Applicant/Co-applicant	Effort in person months
8.1	Methodology for data-collection and data-cleaning	TI LV	0,7
8.2	Build a functional data-set	TI EU / TI LV	0,8 / 1,9
8.3	Initial concept document	TI EU / TI LV	0,8 / 1,0
8.4	User-experience testing	TI LV	1,4
8.5	Summary report	TI LV	1,7
8.6	National launch event	TI LV	0,3
8.7	Tool promotion and dissemination of key findings and best practices	TI Secretariat / TI EU / TI LV	0,05/0,05 / 0,4

V. Travels

If the costs for travel and substance (B.1+B.2) as presented in Part A, point 3 *Budget* of the application exceed 15% of the total costs, you should provide detailed information on the nature and objectives of each trip, its relevance to the project, location (EU/non-EU), number of participants.

Trip No.	Objective, nature and relevance to the project	Applicant/Co-applicant;	Number of participants;	Location (EU/non-EU)	Days/DSAs
T.8.1	Participation in kick-off meeting	TI LV	1	EU / Brussels	1
T.8.2	Participation in national launch event	TI EU	1	Latvia	1
T.8.3	Participation in final event	TI LV	1	EU / Brussels	1

VI. Sub-contracting

Indicate which activities will be sub-contracted and explain the reasons for sub-contracting (as opposed to the direct implementation by the applicant / co-applicant) (if any). Purchase of goods or services necessary for the implementation of activities by the applicant / co-applicant should not be considered sub-contracting. In principle, the applicant and co-applicant should have the capacity to carry out the activities of the action. Nevertheless, in some cases sub-contracting of the implementation of certain activities might be justified.

VII. Equipment

Describe and list the equipment⁷ to be purchased under this WP.

► Work package 9

Work package: Integrity Watch France - Extension

Duration in months:	24	Name of the Applicant/Co-applicant leading this work package (if applicable): Transparency International France (TI FR)
---------------------	----	---

I. Objective(s) of this work package (expected outcome)

The objective of this work package is to extend the national version of Integrity Watch in France into a tool aimed at monitoring and preventing conflicts of interests in public and political life by using all the relevant data available, and formulate recommendations to enhance the integrity of the French political system with the aim of reducing political corruption risks.

II. Description of the work (activities)

⁷ Under this action the full cost of purchase of equipment is not eligible. The costs for the equipment envisaged to be purchased shall only cover the project duration depreciation costs. The latter shall be written off in accordance with international accounting standards and the beneficiary's usual accounting practices. See also the provisions of Article 6.2 E.1 of the Model Grant Agreement.

Please present a concise overview of the work in this work package in terms of planned activities to achieve the objectives of this work package. Please be specific, give a short name for each activity and number them (the same activities will have to be reproduced in the section IV).

The main activities in work package 9 include the collection of data and outreach at national level in France. TI FR will start the project by outlining a methodology for data-collection and data-cleaning (9.1) based on the agreed work-plan during the project kick-off meeting in Brussels. The co-applicant will prepare a functional data-set (9.2), ideally containing declarations of interests of MPS and ministers, data from the lobbying register, and data available from the Parliament ("registre des déports" - to be published) and/or other relevant sources of data, for the purpose of creating a tool aimed at preventing, detecting and monitoring conflicts of interests at parliamentary level. Most of these data have been released over the last few years and/or are scheduled to be published in the coming months; their great potential - especially if they can be crossed - in fighting political corruption has yet to be fully explored. TI France will subsequently outline in conjunction with TI EU an update concept document (9.3) for the front-end interface (UI) and provide, through testing user-experience (9.4), detailed change-logs in order to ensure adequate functionality and accessibility. Data-analysis of initial findings will be presented in a summary report (9.5) on political corruption in France. Both the updated online tool and the summary report will be launched during a national launch event (9.6) where journalists, civil society and public officials will be introduced to the tool functionality and main findings. TI FR will promote the new tool and disseminate best practices through meetings, press releases and other media (9.7).

TI France joined the Integrity Watch initiative in 2014 by publishing the declarations of interest of French MPs and the first data sets on lobbying. The launch of IW led to publishing concrete recommendations addressed to the relevant authorities (High Authority for the Transparency of Public Life) and MPs to help improve the existing system and to encourage decision-makers to adopt best practices. Furthermore, Transparency France plays an important pedagogical role in order to enable citizens to better understand where progress were made and where improvements are still needed regarding integrity of public life, promoting active and responsible citizenship. The ongoing and constructive dialogue with key stakeholders has for example recently led local municipalities, including Paris, to adopt a tool developed by Transparency for automatically making public any meetings local elected officials hold with lobbyists.

III. Expected outputs (incl. deliverables)

Outputs are the products, capital goods and services which result from an Action's activities.

Deliverables are outputs which can be delivered to the Commission printed on paper or in a digital format.

Limit the number of outputs and deliverables, do not include minor sub-items or internal working papers.

Examples of outputs (excl. deliverables) and deliverables for work package 0:

- **Outputs** (excl. deliverables) – kick-off meetings, coordination meetings, steering committees
- **Deliverables** – report, minutes, agreements

III.a. Expected output(s) (excl. deliverables) of this work package

Output No.	Output (a)	Explanation (b)
9.1	1 x hackathon and work-plan for data-collection and cleaning	Identify data-collection and cleaning methods. Download, scrape and codify the necessary datasets. In addition, this allows participants to network, foster awareness and encourage ownership for this cause.
9.2	1 x functional group of data-sets	Functional data sets formatted for upload on the online tool (CSV, JSON format)
9.3	Dissemination meetings	For the promotion of tool functionality and disseminate best practices with journalists, civil society and public officials.

9.4	National launch event	Launch event promoting the tool and disseminating main findings from the report to journalists, civil society, public officials and citizens.
-----	-----------------------	---

Please list outputs produced under this work package:

(a) be specific as to the scope and level of ambition, therefore use a quantitative description where applicable (e.g. X regional seminars organised with X participants each, X hours of training (who was trained, where))

(b) please add here additional information which would help the evaluator to understand the characteristics/scope/level of ambition of the output(s)

III.b. Expected deliverable(s) of this work package

Deliverable No.	Deliverable name/type (a)	Format (b)	Language (c)	Beneficiaries (d)	Months of implementation (e)
9.1	Updated online tool	Electronic Electronic +	French	Citizens, journalists, CSO's, academics, public officials	M6 - M12
9.5	Summary report on political corruption	Printed 10pp 100 copies	French		M12 - M18
9.6	Press releases	Electronic 2pp	French		M6 - M18
9.7	Online articles	Electronic 2-4pp	English & French		M6 - M18

Please list the deliverables produced under this work package.

(a) the type/name of deliverable should be self-explanatory and could be: a publication (flyer / brochure / working paper / article / press release / slides / CD), website / web-tool, etc.

(b) indicate the format (printed / electronic), the approximate number of pages and copies of a publication

(c) specify each language in which the deliverable will be available

(d) indicate the specific short / medium / long term beneficiaries for each deliverable

(e) specify the month in which the deliverables will be actually completed. Month 1 marks the start of the action, and all deadlines should be relative to this starting date.

IV. Distribution of activities to each Applicant/Co-applicant in this work package

Establish a clear list of the activities described above indicating which activity is performed by which Applicant/Co-applicant.

Activity No.	Name of the activity	Applicant/Co-applicant	Effort in person months
9.1	Methodology for data-collection and data-cleaning	TI FR	1,1
9.2	Build a functional data-set	TI EU / TI FR	0,8 / 0,7
9.3	Initial concept document	TI EU / TI FR	0,8 / 0,9
9.4	User-experience testing	TI FR	0,8
9.5	Summary report	TI FR	1,1
9.6	National launch event	TI FR	1,1
9.7	Tool promotion and dissemination of key findings and best practices	TI Secretariat / TI EU / TI FR	0,05/0,05 / 1,4

V. Travels

If the costs for travel and substance (B.1+B.2) as presented in Part A, point 3 *Budget* of the application exceed 15% of the total costs, you should provide detailed information on the nature and objectives of each trip, its relevance to the project, location (EU/non-EU), number of participants.

Trip No.	Objective, nature and relevance to the project	Applicant/Co-applicant;	Number of participants;	Location (EU/non-EU)	Days/DSAs
T.9.1	Participation in kick-off meeting	TI FR	2	EU / Brussels	1
T.9.2		TI EU	1	EU / France	1



T.9.3	Participation in national launch event	TI FR	2	EU / Brussels	1
	Participation in final presentation event				

VI. Sub-contracting

Indicate which activities will be sub-contracted and explain the reasons for sub-contracting (as opposed to the direct implementation by the applicant / co-applicant) (if any). Purchase of goods or services necessary for the implementation of activities by the applicant / co-applicant should not be considered sub-contracting. In principle, the applicant and co-applicant should have the capacity to carry out the activities of the action. Nevertheless, in some cases sub-contracting of the implementation of certain activities might be justified.

VII. Equipment

Describe and list the equipment⁸ to be purchased under this WP.

⁸ Under this action the full cost of purchase of equipment is not eligible. The costs for the equipment envisaged to be purchased shall only cover the project duration depreciation costs. The latter shall be written off in accordance with international accounting standards and the beneficiary's usual accounting practices. See also the provisions of Article 6.2 E.1 of the Model Grant Agreement.

4.2. Implementation timetable

Action Title: Integrity Watch: online tools for the fight against political corruption in Europe

	MONTHS																							
Number and name of the activity	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12	M 13	M 14	M 15	M 16	M 17	M 18	M 19	M 20	M 21	M 22	M 23	M 24
Activity 1.1 - Kick-off meeting																								
Activity 1.2 - Web development coordination																								
Activity 1.3 - Mid-project meetings																								
Activity 1.4 - Monitoring and evaluation																								
Activity 1.5 - Financial management																								
Activity 1.6 - Promotional campaign																								

[illegible]

Fill in cells to show the duration of activities.

Repeat lines as necessary.

4.3. Types of eligible activities, complementarity and ethics

4.3.1. Which type(s) of eligible activity specified in the Call for Proposals will the action involve?

- ☒ projects promoting networking, public-private partnerships, implementation of best practices and innovative approaches at Union level, training and exchange programmes;

4.3.2. Complementarity and synergies with other actions

Transparency International (TI) and its chapters have ongoing activities in the area of fighting political corruption and money in politics. A full list of EU funded projects awarded to project partners can be found below. We will ensure that ongoing activities will not overlap with the activities proposed as part of this action and will ensure that wherever possible there are synergies between our activities.

Most notably, TI EU is currently working on launching national versions of Integrity Watch in Poland and Chile and additional versions might be added throughout the project phase. Interlinking more versions and cross-referencing the tools will increase their overall reach and impact.

As part of an Action Grant, a number of TI chapters are working on Anti-Corruption Advocacy for Sustainable Development (SDGs). Funded by the European Commission, chapters are monitoring elements of political corruption such as lobbying regulation and political party and campaign finance rules. This provides additional expertise, but does not overlap with the development of online tools as part of this action.

TI is also working on topics such as open contracting, open government, open data, open budgets as part of several projects, including projects that are funded by the European Commission. 15 project partners from 11 EU countries are working for example on Integrity Pacts. Integrity Pacts are an agreement between the government agency offering a contract and the companies bidding for it that they will abstain from bribery, collusion and other corrupt practices for the extent of the contract. Gaps and red flags raised by the Action, will enable the Integrity Pacts project identify potential corruption risk areas in procurement.

Apart of the Global Anti-Corruption Consortium (GACC) funded by the US State Department, TI works with investigative journalism turning a spotlight on the secretive shadow economy with anti-corruption activists able to translate complex information into compelling campaigns for change. The Consortium, Organized Crime and Corruption Reporting Project (OCCRP) and TI, advances a global, cross-border approach to expose grand corruption and drive action by governments, law enforcements, tax authorities and international organisations. Funded by William and Flora Hewlett foundation, TI's anti-money laundering (AML) program engages business in the advancement of global standards to stop corrupt money flows. It tackles mainly the real estate and accounting sectors to effectively implement AML systems, which detect, prevent and report the laundering of corrupt and criminal proceeds. It complements the Action by contributing to reduction the laundering risks of political corruption proceeds through these sectors.

As part of a project that is funded by the Open Society Foundation, TI also seeks to build a community of practice, promote knowledge exchange and support advocacy within the Open Government Partnership (OGP) member countries so that anti-corruption commitments related to open government are implemented. It focuses on ensuring the OGP is a key international mechanisms for catalysing policy change on opening government and for countries to commit and implement policy changes that increase transparency, accountability and integrity – including on the area of political corruption.

4.3.3. Does your action involve any or more of the following:

- Do your activities involve human participants?

☐ Yes ☐ No

- Are they vulnerable individuals or groups? ☐ Yes ☐ No
 - Are they children/minors? ☐ Yes ☒ No
 - Do your activities involve physical interventions on the study participants? ☐ Yes ☒ No
 - Do they involve invasive techniques? ☐ Yes ☒ No
 - Do they involve collection of biological samples? ☐ Yes ☒ No
 - Do your activities involve personal data collection and/or processing? ☒ Yes ☐ No
 - Do they involve the collection and/or processing of sensitive personal data (e.g.: health, sexual lifestyle, ethnicity, political opinion, religious or philosophical conviction)? ☐ Yes ☒ No
 - Do they involve processing of genetic information? ☐ Yes ☒ No
 - Do they involve tracking or observation of participants? ☐ Yes ☒ No
 - Do they involve further processing of previously collected personal data (secondary use)? ☒ Yes ☐ No
 - Do your activities involve dual-use items in the sense of Regulation 428/2009, or other items for which an authorisation is required? ☐ Yes ☐ No
 - Are there any other ethics issues that should be taken into consideration? ☐ Yes ☐ No
- If yes, please specify which:

4.3.4. Addressing ethical issues

Throughout this Action, Transparency International will ensure full compliance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. To ensure this we will seek pro bono legal advice.

TI Secretariat, TI EU and TI National Chapters are in the process of putting in place their internal structure for dealing with the new data protection provisions coming into force on the 25th of May 2018. In particular, the applicants and co-applicant will contact their respective national data protection authorities to verify national provisions, specifically in regards to the relationship between the protection of personal data and freedom of expression. We will appoint a specific contact point (data protection officer) for data protection matters as part of this action.

Given that all data we intend to use for Integrity Watch tools comes from official sources in member states (such as lobby register, declarations of interest published by parliaments or governments...) the risk that these sources do not comply with data protection regulation themselves is relatively little. We will further ensure that any changes to original data are reflected on our platforms in as close to realtime as possible. If beyond the time of the project it should no longer be ensured that tools can be updated we will take our tools offline to ensure that no outdated information remains in the public domain.

PART 5 – PRESENTATION OF APPLICANTS AND ACTION MANAGEMENT

5.1. Applicants

5.1.1. Partnership

Transparency International (TI) has extensive experience in evidence-based advocacy work and technical support. Since its inception, TI has been at the forefront of producing relevant research and knowledge products on (anti-)corruption, such as the Corruption Perceptions Index, Global Corruption Barometer and National Integrity System Assessments. TI has significant technical expertise on anti-corruption: hosting the U4's Anti-Corruption Helpdesk; supporting national-level advocacy by TI Chapters with technical inputs and reviews (e.g. as part of the National Integrity System Assessment projects implemented in more than 60 countries; the Open Governance Project implemented in 4 countries; or the Lifting the Lid on Lobbying Project, implemented in 17 countries).

One of the key strengths of TI has been its ability to build networks and coordinate advocacy efforts across Europe and beyond. TI EU leads the movement's EU advocacy, and has been building its expertise in the area of money and politics, including lobbying, conflicts of interest, ethics rules, political party finance and public integrity over the last several years. TI EU has published research on these issues at the EU level and developed a number of online tools on the Integrity Watch website.

For this project, TI Secretariat will partner with TI EU and eight TI European chapters, namely Italy, France, Spain, Greece, the Netherlands, Slovenia, Latvia and Lithuania identified based on their record of accomplishment on working on political corruption. These countries also have the biggest potential for an oversight tool that empower civil society and journalists to uncover political corruption, which in turn might foster national reforms elements of political corruption.

5.1.2. Roles of Applicants

As the lead applicant and coordinator of the project, TI Secretariat will be responsible for the overall management of the grant (including financial management and reporting) and the coordination of activities to ensure adherence to the implementation plan. As a co-applicant, TI EU will be responsible for guiding chapters in the development of their national versions of Integrity Watch – from assessing potential datasets to launching the final tool. TI EU will coordinate the research for the regional synthesis report and facilitate the standardisation of datasets in order to enable cross-border connections. TI EU will organise the kick-off meeting and final conference and draft, design and produce the synthesis report.

Each other co-applicant will be responsible for national level activities, including data collection, preparing datasets, developing national versions of the Integrity watch tool in coordination with TI EU, producing summary reports, organising a national launch event and promoting the tool at the national level. All activities of the co-applicants are detailed in their respective work packages 2-9 and corresponding budget sections. All partners will participate in the two project meetings (the kick-off meeting and the final conference) and in regular project partner coordination calls. TI EU will also participate in each national launch event.

5.1.3. Staff involved

TI Secretariat

- **Project coordinator** - coordination of the action's donor accountability and reporting across all implementing partners, overall budget oversight, coordination of the action's overall monitoring and evaluation of the project as per committed in the proposal and as per expert advice.

- **Research expert** - support of the partners on data scoping and data set triangulation, linkages to the regional and global projects and initiatives for learning and synergies.
- **Project Accountant** - Financial management, reporting and disbursements.
- **Regional advisor** - support to national chapters with regional expertise, to the project coordination and linking advocacy on partners' communication to other regional engagements.

TI EU:

- **Head of advocacy** - providing expertise on the technical aspects of the action, project partner support for the development of the tools.
- **Project research coordinator** - daily management and coordination of action, including organisation of project partner meetings, project partners' liaison, implementation timeline management, liaison with the tools developers, production of the final report and organisation of the final event.
- **Administrative and financial support** – financial oversight, accounting and administrative support.
- **Communications manager** - communications and social media support, awareness raising and dissemination.

TI-Italy:

- **Project coordinator** - management and coordination of national activities, advocacy towards institutions
- **Researcher** - data collection and data cleaning, elaboration of dataset, writing of report
- **Communication and social media manager** - organisation and promotion of national launch event and dissemination
- **Administrative** - event logistics and reporting

TI-Latvia

- **Project manager** - management and coordination of project activities, implementation of methodology for data collection and cleaning, preparation of dataset, oversight of the development of the tools and testing, analysis of the findings.
- **Communication specialist** - analysis of the findings and preparation of the final report in cooperation with the project manager, organization of the launch event and promotion activities.
- **Accountant** - accounting and financial reporting.

TI Nederland

- **Project coordinator** - overall project implementation, liaising with TI EU, organisation of the national launch event, technical and financial reporting, (financial) administration of the project.
- **Communication officer** - project communication and promotion of tool functionality and implement best practices.
- **Researcher** - build a functional dataset and data collection & analyse data.

TI France

- **Advocacy manager:** overall project coordination.
- **Communication officer:** communication and social media support , formatting and printing of the report
- **Campaign officer:** dissemination of project outputs and results to different stakeholders and engaging with them on the findings.

TI-Spain

- **Project Coordinator:** Overall management and implementation of the project. Coordination of the staff, Events, technical and financial reporting, administration in general.
- **Researcher:** Data collection and analysis, Reports.
- **Administrative assistant:** administrative support.

- **Communications and Social media Manager:** communications and social media support, dissemination of the products of the project.

TI-Greece

- **Project Coordinator:** Coordination of the project implementation, organisation of the national event, oversight of subcontractors, communication - press releases/social media/print material, MEL coordination).
- **Data Researcher /Analyst:** Formation of the methodology of data, data research and data analysis, coordination for the report.

TI Lithuania

- **Project leader:** overall project oversight and strategic coordination, organisation of meetings with stakeholders, research strategy development and overview, moderation of events.
- **Senior project coordinator:** coordination of research and communication activities, meetings with stakeholders.
- **Project coordinator:** project coordination activities, research and tool development, data collection, financial and administrative activities.
- **Project assistant:** communications and social media support, assistance on various project activities (research, data collection, tool development, administrative tasks).

5.2. Project management

5.2.1. Project management

Transparency International National Chapters will implement this Action in country, supported by TI EU and TI Secretariat. Each co-applicant will ensure a clear management structure within its organisation. One project lead will be appointed in each Chapter. Each co-applicant will be responsible for all aspects of the project implementation (i.e. development and promotion of the tool) in their countries. The main roles of TI National Chapters are as strategic leaders on national data scoping and development of tools; outreach to key target groups; conveners of stakeholder workshops; carrying out dissemination to media and key influencers; and project management of in-country outputs and activities.

Transparency International EU will give the specialist expertise, knowledge and learning on the technical aspects of the project and on Integrity Watch to the National Chapters, organise project partner meetings and the final event in Brussels, working together with all project partners to produce the final synthesis report.

Transparency International Secretariat will take on the role of overall coordination of the action, working closely with TI EU and National Chapters. In particular, the project coordinator, project accountant, research coordinator, and monitoring and evaluation teams will be engaged with this Action. The main output areas which will be directly implemented through TI Secretariat are financial management and overall project coordination of the grant. The TI Secretariat project coordinator will also be responsible, in coordination with the co-applicants, for all the aspects of the technical and financial reporting to the donor.

Communication frequency and feedback mechanisms with project partners will be agreed upon during the kick-off meeting in the beginning of the project with all involved in implementation. This will include monthly phone calls and weekly email correspondence between the TI Secretariat, TI EU and project leads in each National Chapter. The project will also make use of team collaboration software, to facilitate contact and track project implementation.

5.2.2. Risks and measures to mitigate them

Risk 1: Low quality data sets. The Action will mitigate this by scoping and integrating sufficient quality data sets in the planned national versions of the Integrity Watch platform. TI national chapters will set up clear and consistent methodology

for applying data-cleaning techniques, the purpose of which include both the identification of incomplete or inaccurate data and the formatting or removal of such data where applicable. TI EU will review project-partners' respective data-cleaning techniques based on their capacity to achieve both the required consistency and accuracy. External developers will do the coding of the Integrity Watch tools (front-end and back-end).

Risk 2: Delays in implementation. TI Secretariat will liaise on a regular basis with project partners to ensure that outputs and deliverables are completed within the expected timeframe. Close attention will be paid that activities in the initial stages of the project (kick-off meeting and development of methodology) are correctly implemented to avoid delays in the final stages. TI EU has established working relationships with these developers on existing version of Integrity Watch for the past 4 years and aims to enhance and extend this cooperation. TI EU office will have weekly updates with project partners during the critical phase of tool development and report back to TI Secretariat on progress in building and implementing national platforms.

Risk 3. Comparability between the results in the national reports on the state of political corruption in each participating country. Ensuring data comparability is of particular importance for discerning EU-wide trends. The data scoping will try to ensure that data sets that are integrated are most relevant to providing linkages to political corruption. Common methodology for data-analysis will be agreed with TI national chapters at the start of the project, with regular updates planned to ensure correct implementation of the methodology and national chapters will be closely supported throughout the process.

5.2.3. Monitoring and evaluation

The core project team consisting of the TI chapters, TI EU and TI Secretariat will keep track of the Action's impact and outcome indicators and the delivery of outputs, using TI's existing Monitoring, Evaluation and Learning framework. Called Impact Monitoring, the approach designed to be sufficiently flexible in order to capture the different change processes that the Transparency International movement and the broader anti-corruption community are contributing to and achieving.

Data on activities include functional datasets produced, design documents and change logs for web development, meetings held, events attended, media coverage, events organised, interviews, press releases, synthesis reports and tool launches. We will measure the outreach of the new national Integrity Watch platforms by the number of unique views using Google Analytics.

To measure impact, each project partner will track to what extent the tools and the coverage resulting from initial data analysis will have led to the adoption of best practices and, where applicable, investigations into breaches of ethics rules. Other impact indicators include the number of outside activities dropped by elected representatives, the number of complaints against lobbyists and public officials for breaches of ethics rules and codes of conduct, and number of investigations opened for serious allegations.

These quantitative and qualitative indicators will ensure evidence-based assessment of the project, with each applicant responsible for tracking and recording their activities and impact. A post-implementation meeting dedicated to the evaluation of the work done and lessons learnt will take place in the framework of the final event in Brussels.

5.2.4. Dissemination strategy and visibility

The tools, reports, and recommendations produced during this action will be broadly disseminated in relevant workshops, national public events and at EU and global level. TI national chapters and TI EU will utilise infographics across social media to promote the different national versions and to display results of the platforms in an engaging way. We will

widely communicate the launches of national versions of Integrity Watch through social media and will promote them via direct outreach to journalists.

The proposed action will benefit from further dissemination and outreach activities conducted for reaching other target audiences. Outputs will be disseminated through the online platforms, through workshops, reports, assessments, and thematic meetings, etc., as well as at external conferences which go far beyond the project at hand. For example, for the final report and event, TI Secretariat and TI EU will ensure widespread promotion of the event and report through our networks, social media channels, website and offline direct communications. We will closely work with journalists to ensure broad media coverage of our findings and the tools. A press release, along with the infographics, will be shared with the TI and TI EU's large media contact list, and further promoted bilaterally with journalists, who have a focus on corruption, lobbying as well as Brussels-based correspondents from national outlets.

TI is fully committed to sharing what we learn with as wide an audience as possible. In all instances, compliance with the Communication and Visibility Manual for EU external actions will be ensured. All knowledge and promotion material presenting the Action to development practitioners and policy makers will have both the TI and EU logos and a mention of the European Commission's support.

5.2.5 Sustainability and long-term impact of the results of the action

The planned follow-up is described under the results below:

TI Secretariat, TI EU and National Chapters will ensure that the Integrity Watch platforms will stay online and regularly updated beyond the timeframe of the present project. This will be done by integrating the upkeep of the IW tool and the dissemination of findings into the workflow of each co-applicant beyond the project's planned end-date. The low-cost nature of platform maintenance and the implementation of automatic updating processes will secure the long-term sustainability of the tools developed through this project. This will depend on the quality of data in each country. However this intervention is expected to create a cohesive cycle whereby showing the value of the data will induce institutions to publish in better quality, thus further helping with the sustainability of the intervention.

The Action will use the findings from the data analysis in order to identify red flags to be further investigated by journalists and enforcement authorities. Transparency International is currently working with the Organised Crime and Corruption Reporting Project (OCCRP) journalists on specific cases. This partnership as well as the relationships that National Chapters have with national media and enforcement authorities will ensure effective follow up of suspicious cases identified from the Integrity Watch platforms.

The individual cases uncovered will enable Transparency International to identify legal and systemic gaps at the national and EU level and to formulate recommendations to enhance integrity of European political systems and reduce corruption risks at the intersection of the private and public sector.

Collaboration between Transparency International, partner organisations, investigative journalists, enforcement authorities and EU institutions will strengthen a network of stakeholders working together to prevent, detect and sanction political corruption across the EU. Finally, this project will enable all co-applicants to develop and expand expertise in using information technologies and open data to combat political corruption more effectively. Further updates can be envisioned in the medium- to long-term to expand the scope of the platforms with additional tools enabling further linkages with our existing areas of work around the Open Government Partnership, anti-money laundering, public procurement and beneficial ownership. In terms of resourcing after the end of the project, the tool and data update will be embedded, whenever possible, into beneficiaries' related projects. The tool and its results can also form a fundraising resource to sustain it further, especially in cases where data cleaning is resource intensive to keep the data up to date.

Proposal Number: 823842

Proposal Acronym: IW Europe



Associated with document Ref. Ares(2018)6260069 - 06/12/2018

PART 6 - INFORMATION CONCERNING OTHER EU GRANTS/PROCUREMENT

6.1. Grant applications or offers submitted by the Applicant and Co-applicants to EU institutions or agencies under grants/procurement for which the evaluation process is not yet finalised:

Year	Name of EU Programme	Reference number and title	Name of Applicant/Co-applicant	Role	Amount (Euro)
2018	Erasmus + - Call 2018 Round 1 KA2 - Cooperation for innovation and the exchange of good practices	KA205-C4D3EDE1 - European Youth Stand Up Against Corruption	Transparency International Italia	Co-applicant	100.039
2018	EU/CoE Joint Programme for international cooperation projects - Democratic and Inclusive School Culture in Operation (DISCO)	Be present, participate and take action	Transparency International Italia	Co-applicant	72.255

6.2. EU actions of the Applicant and Co-applicants: please indicate any action/project of the Applicant and Co-applicants that has been awarded funding from an EU institution or agency in the last 4 years should be listed. This includes awards under grant/procurement

Name of EU programme	Reference number and title of the action/project	Name of Applicant/Co-applicant	Role	Amount awarded (Euro) (*)	Action/project webpage
Regional and Urban Policy	ARES (2016) 815795 Integrity Pacts- Civil Control mechanism for safeguarding EU funds	Transparency International Secretariat	Applicant	7,238,585	https://www.transparency.org/programmes/overview/integritypacts
Civil society in development	DCI-NSA PUD 2015 371-460 Anti-corruption advocacy for sustainable development	Transparency International Secretariat	Applicant	5,427,839	

Delegation Senegal (DELEG SN)	FED/2017/154261/1 Strengthening Anti-Money Laundering Capacities in West Africa	Transparency International Secretariat	Applicant	489, 250	
FP& Cooperation Programme	ANTICORRP	Transparency International Secretariat	Co-applicant	372,386	http://anticorrrp.eu/
Home Affairs, Europe for Citizens	HOME/2012/ISEC/FIN EC/4000003884 Lifting the lid on lobbying	Transparency International Secretariat	Applicant	1,140,356	https://www.transparency.org/news/feature/veiled_in_secret_recy_lobbying_in_europe
Neighbourhood instrument	ENPI/2012/309-654 European Neighborhood Program - National Integrity Systems	Transparency International Secretariat	Applicant	523,733	https://www.transparency.org/whatwedo/activity/european_neighbourhood_east_region_national_integrity_systems
Neighbourhood instrument	HOME/2011/ISEC/AG/FINEC/4000002227 Speak Up - Engaging citizens in fighting corruption in Europe	Transparency International Secretariat	Applicant	928,036	https://www.transparency.org/whatwedo/publication/speak_up_empowering_citizens_against_corruption
Neighbourhood instrument	HOME/2012/ISEC/AG/FINEC/4000004407 Speak Up - Engaging citizens in fighting corruption in Europe, Phase 2	Transparency International Secretariat	Applicant	712,242	https://www.transparency.org/news/feature/speaking_up_safely_against_corruption_in_europe
Humanitarian Aid	ECHO/ERC/BUD/2015 /91012 Enhancing the integrity and accountability of humanitarian action in	Transparency International Secretariat	Applicant	855,344	https://www.transparency.org/whatwedo/publication/create_synthesis

	complex emergency contexts				
Regional and Urban Policy	2015CE16BAT098 Integrity Pacts - Civil Control Mechanism for Safeguarding EU Funds	Transparency International Secretariat	Applicant	2,835,167	https://www.transparency.org/programmes/overview/integritypacts
Instrument for Democracy and Human Rights	EIDHR/2013/333-327 Anti-corruption expert facility for EU development cooperation and external relations staff - Transparency International (TI)'s Helpdesk	Transparency International Secretariat	Applicant	220,495	https://knowledgehub.transparency.org/helpdesk
Civil society and Local Authorities	CSO-LA/2016/379-542 Strengthening local governance in the Maldives through capacity building local councils and empowering citizens for social accountability	Transparency International Secretariat		104,350	n/a
Neighbourhood: Regional programmes neighbourhood south	National integrity systems in the MENA region	Transparency International Secretariat		281,284	https://www.transparency.org/whatwedo/activity/european_neighbourhood_south_region_nis
Neighbourhood: Regional programmes neighbourhood south	DEVCO F4/RI/ARES (2012) National integrity systems in the MENA region, phase 2	Transparency International Secretariat	Applicant	929,285	https://www.transparency.org/whatwedo/activity/european_neighbourhood_south_region_nis
Montenegro Delegation	EuropeAid/153998/DD/ACT/ME/A Transparent, Accountable and Effective Judiciary:	Transparency International Secretariat	Applicant	291,490	

	Combating Corruption and Organized Crime in Montenegro				
European Neighbourhood instrument	ENPI/2012/310 064 National integrity systems in the Western Balkans and Turkey	Transparency International Secretariat	Applicant	1,774,759	https://www.transparency.org/whatwedo/activity/turkey-and-western-balkans-national-integrity-systems
European Neighbourhood instrument	National integrity systems in the Western Balkans and Turkey, Bridge grant	Transparency International Secretariat	Applicant	400,000	https://www.transparency.org/whatwedo/activity/turkey-and-western-balkans-national-integrity-systems
Environment	DCI-ENV/2013/323-831/ REDD+ Governance & Finance Integrity in Sub-Saharan Africa	Transparency International Secretariat	Applicant	1,623,921	www.transparency.org/programmes/detail/cgip
	Staying on the side - How to stop match fixing	Transparency International Secretariat		201,891	
Completion of operations and programmes in the field of external borders, security and safeguarding liberties (18.02.51)	SI2.682237.1 (BGUE) European Corruption Observatory	Transparency International EU	Applicant	365,043	http://transparency.eu/project/european-corruption-observatory/
Civil society in development (21.02.08.01)	SCR.CTR.371460.01.1 (BGUE) Anti-Corruption Advocacy for Sustainable Development	Transparency International EU	Co-applicant	240,000	http://transparency.eu/priority/global-eu/
Fostering inclusive, innovative and reflective European	JAG.20652.2 (BGUE) Openbudgets.eu – Financial Transparency	Transparency International EU	Co-applicant	155,087	http://openbudgets.eu/

societies (09.04.03.02)	platform for the public sector				
Internal Security Fund - Police (ISFP)	SI2.720423.1 (BGUE) Enhancing Beneficial Ownership Transparency	Transparency International EU	Applicant	124,341	http://transparency.eu/priority/financial-flows-crime/
DG Regio grant	2015CE16BAT098, Integrity Pacts –Civil control mechanism for Safeguarding EU Funds (Phase II)	Transparency International Italia	Applicant	361.181,71	http://www.monitorappalti.it
HERCULE III PROGRAMME 2014-20 - LEGAL TRAINING AND STUDIES	OLAF/2016/D1/004 Impact of statute of limitation in corruption cases affecting EU Financial Interests- A European comparison	Transparency International Italy	Applicant	43.041,39	https://www.transparency.it/impact-of-statutes-of-limitations-in-corruption-cases-affecting-eu-financial-interests/
Economic and financial crime, Corruption, Environmental Crime	HOME/2014/ISFP/AG/ EFCE/7192 Enhancing Beneficial Ownership Transparency	Transparency International Italia	Co- applicant	50.488,75	https://www.transparency.it/impact-of-statutes-of-limitations-in-corruption-cases-affecting-eu-financial-interests/
Erasmus Plus Programme	2014-1-HU01-KA201- 002308 Innovative approaches towards teaching anti- corruption in formal education	Transparency International Italia	Co- applicant	60.138	https://www.transparency.it/impact-of-statutes-of-limitations-in-corruption-cases-affecting-eu-financial-interests/
Prevention of and fight against crime programme	HOME/2012/ISEC/AG/ FINEC/4000004407 Speak Up II: Engaging Citizens in Fighting Corruption in southern Europe	Transparency International Italia	Co- applicant	107.815,28	https://www.transparency.it/impact-of-statutes-of-limitations-in-corruption-cases-affecting-eu-financial-interests/

Prevention of and fight against crime programme	HOME/2012/ISEC/AG/400000383 Promoting Open Data as a tool to detect and prevent corruption in Europe. Analysis of law, practice, public perception and impact in four Pilot EU Countries	Transparency International Italia was a co-applicant	Co-applicant	59.466,32	https://www.transparency.it/impact-of-statutes-of-limitations-in-corruption-cases-affecting-eu-financial-interests/
Prevention of and fight against crime programme	HOME/2012/ISEC/AG/FINEC/4000003852 Engaging the EU Presidency in the fight against corruption	Transparency International Italia	Co-applicant	28.525	https://www.transparency.it/impact-of-statutes-of-limitations-in-corruption-cases-affecting-eu-financial-interests/
Prevention of and fight against crime programme	HOME/2012/ISEC/AG/FINEC/4000003875 Enhancing Integrity and Effectiveness of Illegal Asset Confiscation – European Approaches	Transparency International Italia	Co-applicant	57.426,56	https://www.transparency.it/impact-of-statutes-of-limitations-in-corruption-cases-affecting-eu-financial-interests/
Prevention of and fight against crime programme	HOME/2012/ISEC/AG/FINEC/4000003884 Lifting the Lid on Lobbying: Taking secrecy out of politics in Europe	Transparency International Italia	Co-applicant	57.762,04	https://www.transparency.it/impact-of-statutes-of-limitations-in-corruption-cases-affecting-eu-financial-interests/
Education and culture	EAC-2012-0568 Staying on side: How to Stop Match Fixing	Transparency International Italia	Co-applicant	57.148,7	https://www.transparency.it/impact-of-statutes-of-limitations-in-corruption-cases-affecting-eu-financial-interests/
Prevention of and fight against crime programme	HOME/2011/ISEC/AG/FINEC/4000002197 Unhealthy Health Systems – Promoting integrity in the health	Transparency International Italia	Applicant	18.2916,5	https://www.transparency.it/impact-of-statutes-of-limitations-in-corruption-cases-affecting-eu-financial-interests/

	service and implementing check and balance evaluation				
Economic and financial crime, Corruption, Environmental Crime	HOME/2014/ISFP/AG/EFCE/7192 Enhancing Beneficial Ownership Transparency	Transparency International Nederland	Co-applicant	50,149.21	https://www.transparency.nl/wp-content/uploads/2017/04/TI-netherlands-UBO-web.pdf
Education and Culture	EAC-2012-0568 Staying on side: How to Stop Match Fixing	Transparency International España	Co-applicant	48.487,00	https://transparencia.org.es/wp-content/uploads/2017/12/proyecto_amatt.pdf
Directorate General for Regional and Urban Policy	2015CE16BAT098 Integrity Pacts - Civil Control Mechanism for Safeguarding EU Funds, Phase II	Transparency International Latvia	Co-applicant	367 482	https://delna.lv/lv/intergritates_pakts_2016/
Prevention of Fight against Crime Programme	HOME/2012/ISEC/AG/FINEC/4000003884 Lifting the lid on lobbying: taking secrecy out of politics in Europe	Transparency International Latvia	Co-applicant	46 443	http://delna.lv/lv/2014/02/20/lobšanas-atklata-ne-noslepumainiba-eiropas-politika-lifting-the-lid-on-lobbying-taking-secrecy-out-of-politics-in-europe/
Prevention of Fight against Crime Programme		Transparency International Latvia	Co-applicant	29 207	http://delna.lv/lv/2014/02/20/prezidenturas-es-padome-uzraudziba-pretkorupcijas-labo-praksu-analize-leveraging-the-rotating-eu-presidency-to-promote-exchange-of-anti-corruption-best-practice-lidzfinanse-eiropas-komisija/
Prevention of Fight against Crime Programme	Speak up – Engaging citizens in fighting corruption in Europe	Transparency International Latvia	Co-applicant	79 757	HYPERLINK "https://delna.lv/lv/2014/08/26/speak-up/" https://delna.lv/lv/2014/08/26/speak-up/

Proposal Number: 823842

Proposal Acronym: IW Europe



Associated with document Ref. Ares(2018)6260069 - 06/12/2018

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

ESTIMATED BUDGET FOR THE ACTION (page 1 of 1)

Cost form ⁷	Estimated eligible ¹ costs (per budget category)									EU contribution ²			Action's estimated receipts		
	A. Direct personnel costs	B. Direct travel and subsistence costs				C. Direct costs of subcontracting	E. Other direct costs	F. Indirect costs ⁹	Total costs	Reimbursement rate % ⁴	Maximum EU Contribution ⁵	Maximum grant amount ⁶	Income generated by the action	Financial contributions given by third parties to the beneficiaries	Action's total receipts
	A.1 Employees (or equivalent) A.2 Natural persons under direct contract and seconded persons	B.1 Travel	B. Subsistence				E.1 Equipment E.2 Other goods and services								
	Actual	Actual	Actual	Unit ⁸		Actual	Actual	Flat-rate ¹⁰							
	a	b1	[b2]	No	Total [b2]	c	e1	f = flat-rate * (a + b1 + [b2] + c + [d] + e1	g = a + b1 + [b2] + c + [d] + e1 + f	h	i = g * h	j	k	l	m = k + l
1. TI	84,040.00	4,200.00	2,400.00			0.00	4,000.00	6,624.80	101,264.80	90	91,138.32	91,138.32	0.00	0.00	0.00
2. TI EU	136,020.00	8,600.00	4,800.00			0.00	17,375.00	11,675.65	178,470.65	90	160,623.59	160,623.58	0.00	0.00	0.00
3. TI Italy	19,370.00	1,300.00	920.00			0.00	11,560.00	2,320.50	35,470.50	90	31,923.45	31,923.45	0.00	0.00	0.00
4. TI Lithuania	25,258.00	1,700.00	1,513.00			0.00	12,650.00	2,878.47	43,999.47	90	39,599.52	39,599.52	0.00	0.00	0.00
5. TI France	26,543.00	1,000.00	0.00			0.00	17,500.00	3,153.01	48,196.01	90	43,376.41	43,376.41	0.00	0.00	0.00
6. TI Netherlands	18,200.00	800.00	1,000.00			0.00	24,450.00	3,111.50	47,561.50	90	42,805.35	42,805.35	0.00	0.00	0.00
7. TI Latvia	21,740.00	600.00	1,160.00			0.00	8,680.00	2,252.60	34,432.60	90	30,989.34	30,989.34	0.00	0.00	0.00
8. TI Spain	18,900.00	800.00	900.00			0.00	9,075.00	2,077.25	31,752.25	90	28,577.03	28,577.03	0.00	0.00	0.00
9. TI Slovenia	26,800.00	800.00	500.00			0.00	17,100.00	3,164.00	48,364.00	90	43,527.60	43,527.60	0.00	0.00	0.00
10. TI Greece	11,900.00	750.00	750.00			0.00	19,300.00	2,289.00	34,989.00	90	31,490.10	31,490.10	0.00	0.00	0.00
Total consortium	388,771.00	20,550.00	13,943.00			0.00	141,690.00	39,546.78	604,500.78	90	544,050.71	544,050.70	0.00	0.00	0.00

(1) See Article 6 for the eligibility conditions.

(2) The consortium remains free to decide on a different internal distribution of the EU funding (via the consortium agreement; see Article 25.3)

(3) The indirect costs claimed must be free of any amounts covered by an operating grant (received under any EU or Euratom funding programme). A beneficiary that receives an operating grant during the duration of the action cannot claim any indirect costs for the year(s) covered by the operating grant (see Article 6.2.F)

(4) For the reimbursement rate, see Article 5.2

(5) This is the *theoretical* amount of the EU contribution, if the reimbursement rate is applied to all the budgeted costs. This *theoretical* amount is capped by the 'maximum grant amount'

(6) The 'maximum grant amount' is the maximum grant amount decided by the Commission. It normally corresponds to the requested grant, but may be lower

(7) See Article 5 for the cost forms

(8) See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit)

(9) See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit, estimated number of units, etc).

(10) For the flat rate, see Article 6.2.F

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

TRANSPARENCY INTERNATIONAL LIAISON OFFICE TO THE EUROPEAN UNION AISBL (TI EU), established in RUE DE L'INDUSTRIE 10, BRUXELLES 1000, Belgium, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('2')

in Grant Agreement No 823842 ('the Grant Agreement')

between TRANSPARENCY INTERNATIONAL EV and the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Integrity Watch: online tools for the fight against political corruption in Europe / IW Europe (IW Europe).

and mandates

the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

ACCESSION FORM FOR BENEFICIARIES

TRANSPARENCY INTERNATIONAL ITALIA (TI Italy), established in PIAZZALE CARLO MACIACHINI 11, MILANO 20159, Italy, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('3')

in Grant Agreement No 823842 ('the Grant Agreement')

between TRANSPARENCY INTERNATIONAL EV and the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Integrity Watch: online tools for the fight against political corruption in Europe / IW Europe (IW Europe).

and mandates

the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

ACCESSION FORM FOR BENEFICIARIES

TRANSPARENCY INTERNATIONAL LIETUVOS SKYRIUS (TI Lithuania), established in DIDZIOJI 5, VILNIUS 01128, Lithuania, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('4')

in Grant Agreement No 823842 ('the Grant Agreement')

between TRANSPARENCY INTERNATIONAL EV **and** the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Integrity Watch: online tools for the fight against political corruption in Europe / IW Europe (IW Europe).

and mandates

the coordinator to submit and sign in its name and on its behalf any ***amendments*** to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

ASSOCIATION TRANSPARENCE-INTERNATIONAL (FRANCE) (TI France), established in 14 passage Dubail, PARIS 75010, France, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('5')

in Grant Agreement No 823842 ('the Grant Agreement')

between TRANSPARENCY INTERNATIONAL EV **and** the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Integrity Watch: online tools for the fight against political corruption in Europe / IW Europe (IW Europe).

and mandates

the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

TRANSPARENCY INTERNATIONAL NEDERLAND (TI Netherlands), established in MAURITSKADE 64, KAMER 2D-3, AMSTERDAM 1092AD, Netherlands, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('6')

in Grant Agreement No 823842 ('the Grant Agreement')

between TRANSPARENCY INTERNATIONAL EV and the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Integrity Watch: online tools for the fight against political corruption in Europe / IW Europe (IW Europe).

and mandates

the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

SABIEDRIBA PAR ATKLATIBU DELNA (TI Latvia), established in CITADELES IELA 8, RIGA 1010, Latvia, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('7')

in Grant Agreement No 823842 ('the Grant Agreement')

between TRANSPARENCY INTERNATIONAL EV **and** the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Integrity Watch: online tools for the fight against political corruption in Europe / IW Europe (IW Europe).

and mandates

the coordinator to submit and sign in its name and on its behalf any ***amendments*** to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

ACCESSION FORM FOR BENEFICIARIES

TRANSPARENCY INTERNATIONAL ESPANA (TI Spain), established in FORTUNY 53, MADRID 28010, Spain, VAT number: ESG84845361, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('8')

in Grant Agreement No 823842 ('the Grant Agreement')

between TRANSPARENCY INTERNATIONAL EV and the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Integrity Watch: online tools for the fight against political corruption in Europe / IW Europe (IW Europe).

and mandates

the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

TRANSPARENCY INTERNATIONAL SLOVENIA - DRUSTVO INTEGRITETA (TI Slovenia), established in VOZARSKI POT 12, LJUBLJANA 1000, Slovenia, VAT number: SI57790507, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('9')

in Grant Agreement No 823842 ('the Grant Agreement')

between TRANSPARENCY INTERNATIONAL EV **and** the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Integrity Watch: online tools for the fight against political corruption in Europe / IW Europe (IW Europe).

and mandates

the coordinator to submit and sign in its name and on its behalf any ***amendments*** to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

ACCESSION FORM FOR BENEFICIARIES

DIETHNIS DIAFANEIA ELLAS ASSOCIATION (TI Greece), established in THETIDOS 4, ATHINA 11528, Greece, VAT number: EL099522558, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('10')

in Grant Agreement No 823842 ('the Grant Agreement')

between TRANSPARENCY INTERNATIONAL EV and the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Integrity Watch: online tools for the fight against political corruption in Europe / IW Europe (IW Europe).

and mandates

the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

① print format A4
landscape

MODEL ANNEX 4 ISFB/ISFP/AMIF/JUST-DRUGS MGA — MULTI

FINANCIAL STATEMENT FOR [BENEFICIARY [name] / AFFILIATED ENTITY [name]] FOR REPORTING PERIOD [reporting period]

	Eligible ¹ costs (per budget category)										Receipts			EU contribution				
	A. Direct personnel costs	B. Direct travel and subsistence costs			C. Direct costs of subcontracting	<i>[D. Direct costs of fin. support]</i>	E. Other direct costs		F. Indirect costs ²	Total costs	Income generated by the action	Financial contributions given by third parties to the beneficiaries	Total receipts	Reimbursement rate % ³	Maximum EU contribution ⁴	Requested EU contribution		
	A.1 Employees (or equivalent) A.2 Natural persons under direct contract and seconded persons	B.1 Travel	B.2 Subsistence			<i>[D.1 Financial support]</i> <i>[D.2 Prizes]</i>	E.1 Equipment E.2 Other goods and services	<i>[E.3.1 Costs for ad hoc queries]</i>	<i>[E.3.2 Costs for translation of ad hoc queries]</i>									
Cost form ⁵	Actual	Actual	Actual	Unit ⁶		Actual	Actual	Actual	Unit ⁷	Unit ⁷	Flat-rate ⁸							
	a	b1	[b2]	No	Total [b2]	c	[d]	e1	Total [e2]	Total [e3]	f = flat-rate * (a + b1 + [b2] + c + [d] + e1 + [e2] + [e3])	g = a + b1 + [b2] + c + [d] + e1 + [e2] + [e3] + f	h	i	j= h + i	k	l	m
[short name beneficiary / affiliated entity]																		

The beneficiary/affiliated entity hereby confirms that:

The information provided is complete, reliable and true.

The costs declared are eligible (see Article 6).

The costs can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 12, 13 and 17).

For the last reporting period: that all the receipts have been declared (see Article 5.3.3).

① Please declare all eligible costs, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Only amounts that were declared in your individual financial statements can be taken into account later on, in order to replace other costs that are found to be ineligible.

¹ See Article 6 for the eligibility conditions.

² The indirect costs claimed must be free of any amounts covered by an operating grant (received under any EU or Euratom funding programme). A beneficiary that receives an operating grant during the duration of the action cannot claim any indirect costs for the year(s) covered by the operating grant (see Article 6.2.F).

³ See Article 5.2 for the reimbursement rate.

⁴ This is the theoretical amount of EU contribution that the system calculates automatically (by multiplying the reimbursement rate by the total costs declared). The amount you request (in the column 'requested EU contribution') may be less.

⁵ See Article 5.2 for the cost forms.

⁶ See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

⁷ See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit, **estimated number of units**, etc).

⁸ See Article 6.2.F for the flat-rate.



ANNEX 5

MODEL FOR THE CERTIFICATE ON THE FINANCIAL STATEMENT (CFS)

This document sets out:

- the objectives and scope of the independent report of factual findings on costs declared under a EU grant agreement financed under the Internal Security Fund — Borders and Visa, the Internal Security Fund — Police, the Asylum, Migration and Integration Fund or the Justice Programme — Drugs Policy Initiatives and
- a model for the certificate on the financial statement (CFS).

1. Background and subject matter

[OPTION 1 for actions with one RP and NO interim payments: Within 60 days of the end of the reporting period, the coordinator must submit to the Commission a **final report**, which should include (among other documents and unless otherwise specified in Article 15 of the Grant Agreement) a **certified financial statement** (CFS; see proposed model below) for each beneficiary and (if applicable) each affiliated entity, if it requests an EU contribution of EUR 100 000 or more as reimbursement of actual costs..]

[OPTION 2 for actions with several RPs and interim payments: Within 60 days of the end of each reporting period, the coordinator must submit to the Commission a **periodic report**, which should include (among other documents and unless otherwise specified in Article 15 of the Grant Agreement) a **certified financial statement** (CFS; see proposed model below) for each beneficiary and (if applicable) each affiliated entity, if the cumulative amount of EU contribution the beneficiary/affiliated entity requests as reimbursement of actual costs is EUR 100 000 or more.

The CFS must be submitted every time the cumulative amount of payments requested (i.e. including in previous financial statements) reaches the threshold (i.e. a first certificate once the cumulative amount reaches 100 000, a second certificate once it reaches 200 000, a third certificate once it reaches 300 000, etc.).

Once the threshold is reached, the CFS must cover all reporting periods for which no certificate has yet been submitted.]

The beneficiary must provide the CFS for itself and, if applicable, for its affiliated entity(ies).

The **purpose** of the audit on which the CFS is based is to give the Commission ‘reasonable assurance’¹ that costs declared as eligible costs under the grant (and, if relevant, receipts generated in the course of the action) are being claimed by the beneficiary in accordance with the relevant legal and financial provisions of the Grant Agreement.

The **scope** of the audit is limited to the verification of eligible costs included in the CFS. The audit must be conducted in line with point 3 below.

¹ This means a high degree of confidence.

Certifying auditors must carry out the audits in compliance with generally accepted **audit standards** and indicate which standards they have applied. They must bear in mind that, to establish a CFS, they must carry out a compliance audit and not a normal statutory audit. The eligibility criteria in the Grant Agreement always override normal accounting practices.

The beneficiary and the auditor are expected to address any **questions on factual data or detailed calculations** before the financial statement and the accompanying certificate are submitted. It is also recommended that the beneficiary take into account the auditor's preliminary comments and suggestions in order to avoid a qualified opinion or reduce the scope of the qualifications.

Since the certificate is the main source of assurance for cost claims and payments, it will be easier to consider amounts as eligible if a **non-qualified certificate** is provided.

The submission of a certificate does not affect the Commission's right to carry out its **own assessment or audits**. Neither does the reimbursement of costs covered by a certificate preclude the Commission, the European Anti-Fraud Office or the European Court of Auditors from carrying out checks, reviews, audits and investigations in accordance with Article 17 of the Grant Agreement.

The Commission expects the certificates to be issued by auditors according to the highest professional standards.

2. Auditors who may deliver a certificate

The beneficiary is free to choose a **qualified external auditor**, including its usual external auditor, provided that:

- the external auditor is **independent** from the beneficiary and
- the provisions of **Directive 2006/43/EC**² are complied with.

Independence is one of the qualities that permit the auditor to apply unbiased judgement and objective consideration to established facts to arrive at an opinion or a decision. It also means that the auditor works without direction or interference of any kind from the beneficiary.

Auditors are considered as providing services to the beneficiary/affiliated entity under a **purchase contract** within the meaning of Article 9 of the Grant Agreement. This means that the costs of the CFS may normally be declared as costs incurred for the action, if the cost eligibility rules set out in Articles 6 and 9.1.1 of the Grant Agreement are fulfilled (especially: best value for money and no conflict of interests; see also below eligibility of costs of other goods and services). Where the beneficiary/affiliated entity uses its usual external auditor, it is presumed that they already have an agreement that complies with these provisions and there is no obligation to find new bids. Where the beneficiary/affiliated entity uses an external auditor who is not their usual external auditor, it must select an auditor following the rules set out in Article 9.1.1.

² Directive [2006/43/EC](#) of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).



Public bodies can choose an external auditor or a competent public officer. In the latter case, the auditor's independence is usually defined as independence from the audited beneficiary 'in fact and in appearance'. A preliminary condition is that this officer was not involved in any way in drawing up the financial statements. Relevant national authorities establish the legal capacity of the officer to carry out audits of that specific public body. The certificate should refer to this appointment.

3. Audit methodology and expected results

3.1 Verification of eligibility of the costs declared

The auditor must conduct its verification on the basis of inquiry and analysis, (re)computation, comparison, other accuracy checks, observation, inspection of records and documents and by interviewing the beneficiary (and the persons working for it).

The auditor must examine the following documentation:

- the Grant Agreement and any amendments to it;
- the periodical and/or final report(s);
- *for personnel costs*
 - salary slips;
 - time sheets;
 - contracts of employment;
 - other documents (e.g. personnel accounts, social security legislation, invoices, receipts, etc.);
 - proofs of payment;
- *for travel and subsistence costs*
 - the beneficiary's internal rules on travel;
 - transport invoices and tickets (if applicable);
 - declarations by the beneficiary;
 - other documents (proofs of attendance such as minutes of meetings, reports, etc.);
 - proofs of payment;
- *for subcontracting*
 - the call for tender;
 - tenders (if applicable);
 - justification for the choice of subcontractor;
 - contracts with subcontractors;
 - invoices;
 - declarations by the beneficiary;
 - proofs of payment;
 - other documents: e.g. national rules on public tendering if applicable, EU Directives, etc.;
- *for equipment costs*
 - invoices;
 - delivery slips / certificates of first use;
 - proofs of payment;
 - depreciation method of calculation;
- *for costs of other goods and services*
 - invoices;
 - proofs of payment; and



- other relevant accounting documents.

General eligibility rules

The auditor must verify that the costs declared comply with the general eligibility rules set out in Article 6.1 of the Grant Agreement.

In particular, the costs must:

- be actually incurred;
- be linked to the subject of the Grant Agreement and indicated in the beneficiary's estimated budget (i.e. the latest version of Annex 2);
- be necessary to implement the action which is the subject of the grant;
- be reasonable and justified, and comply with the requirements of sound financial management, in particular as regards economy and efficiency;³
- have been incurred during the action, as defined in Article 3 of the Grant Agreement (with the exception of the invoice for the audit certificate and costs relating to the submission of the final report);
- not be covered by another EU or Euratom grant (see below ineligible costs);
- be identifiable, verifiable and, in particular, recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where it is established and its usual cost-accounting practices;
- comply with the requirements of applicable national laws on taxes, labour and social security;
- be in accordance with the provisions of the Grant Agreement (see, in particular, Articles 6 and 9-11a) and
- have been converted to euro at the rate laid down in Article 15.6 of the Grant Agreement:
 - for beneficiaries with accounts established in a currency other than the euro:
Costs incurred in another currency must be converted into euros at the average of the daily exchange rates published in the C series of the [EU Official Journal](#) determined over the corresponding reporting period.
If no daily euro exchange rate is published in the EU Official Journal for the currency in question, the rate used must be the average of the monthly accounting rate established by the Commission and published on its [website](#);
 - for beneficiaries with accounts established in euro:
Costs incurred in another currency should be converted into euros applying the beneficiary's usual accounting practice.

The auditor must verify whether expenditure includes **VAT** and, if so, verify that the beneficiary:

- cannot recover the VAT (this must be supported by a statement from the competent body) and
- is not a public body acting as a public authority.

The auditor should base his/her audit approach on the **confidence level** following a review of the beneficiary's internal control system. When using sampling, the auditor should indicate and justify the sampling size.

³ To be assessed in particular on the basis of the procurement and selection procedures for service providers.



Specific eligibility rules

In addition, the auditor must verify that the costs declared comply with the specific cost eligibility rules set out in Article 6.2 and Articles 9.1.1, 10.1.1, 11.1.1, 11a.1.1 and 11a.2.1 of the Grant Agreement.

Personnel costs

The auditor must verify that:

- personnel costs have been charged and paid in respect of the actual time devoted by the beneficiary's personnel to implementing the action (justified on the basis of time sheets or other relevant time-recording system);
- personnel costs were calculated on the basis of annual gross salary, wages or fees (plus obligatory social charges, but excluding any other costs) specified in an employment or other type of contract, not exceeding the average rates corresponding to the beneficiary's usual policy on remuneration;
- the work was carried out during the period of implementation of the action, as defined in Article 3 the Grant Agreement;
- the personnel costs are not covered by another EU or Euratom grant (see below ineligible costs);
- for additional remunerations: the 2 conditions set out in Article 6.2.A.1 of the Grant Agreement are met (i.e. that it is part of the beneficiary's usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required and that the criteria used to calculate the supplementary payments are objective and generally applied by the beneficiary, regardless of the source of funding used);
- for in-house consultants: the 3 conditions set out in Article 6.2.A.2 of the Grant Agreement are met (i.e. that the in-house consultant works under the beneficiary's instructions, that the result of the work carried out belongs to the beneficiary, and that the costs are not significantly different from those for personnel performing similar tasks under an employment contract).

The auditor should have assurance that the management and accounting system ensures proper allocation of the personnel costs to various activities carried out by the beneficiary and funded by various donors.

Travel and subsistence costs

The auditor must verify that travel and subsistence costs:

- have been charged and paid in accordance with the beneficiary's internal rules or usual practices (or, in the absence of such rules or practices, that they do not exceed the scale normally accepted by the Commission;
- are not covered by another EU or Euratom grant (see below ineligible costs)
- were incurred for travels linked to action tasks set out in Annex 1 of the Grant Agreement.

Subcontracting costs

The auditor must verify that:

- the subcontracting complies with best value for money (or lowest price) and that there was no conflict of interests;
- the subcontracting was necessary to implement the action for which the grant is requested;
- the subcontracting was provided for in Annex 1 and Annex 2 or agreed to by the Commission at a later stage;
- the subcontracting is supported by accounting documents in accordance with national accounting law;
- public bodies have complied with the national rules on public procurement.

Equipment costs

The auditor must verify that:

- the equipment was acquired during the period of implementation of the action, as defined in Article 3 of the Grant Agreement;
- the equipment is purchased, rented or leased at normal market prices;
- public bodies have complied with the national rules on public procurement;
- the equipment is written off, depreciation has been calculated according to the tax and accounting rules applicable to the beneficiary and only the portion of the depreciation corresponding to the duration of the action has been declared and
- the costs are not covered by another EU or Euratom grant (see below ineligible costs).

Costs of other goods and services

The auditor must verify that:

- the purchase complies with best value for money (or lowest price) and that there was no conflict of interests;
- public bodies have complied with the national rules on public procurement;
- the costs are not covered by another EU or Euratom grant (see below ineligible costs).

Ineligible costs

The auditor must verify that the beneficiary has not declared any costs that are ineligible under Article 6.4 of the Grant Agreement:

- costs relating to return on capital;
- debt and debt service charges;
- provisions for future losses or debts;
- interest owed;
- doubtful debts;
- currency exchange losses;
- bank costs charged by the beneficiary's bank for transfers from the Commission;
- excessive or reckless expenditure;
- deductible VAT;
- VAT incurred by a public body acting as a public authority;
- costs incurred during suspension of the implementation of the action;
- in-kind contributions from third parties;
- costs declared under other EU or Euratom grants (including those awarded by a Member State and financed by the EU or Euratom budget or awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget); in



particular, indirect costs if the beneficiary is already receiving an operating grant financed by the EU or Euratom budget in the same period;

- costs incurred for permanent staff of a national administration for activities that are part of its normal activities (i.e. not undertaken only because of the grant);
- costs incurred for staff or representatives of EU institutions, bodies or agencies.

3.2 Verification of receipts

The auditor must verify that the beneficiary has declared receipts within the meaning of Article 5.3.3 of the Grant Agreement, i.e.:

- income generated by the action (e.g. from the sale of products, services and publications, conference fees) and
- financial contributions given by third parties, specifically to be used for costs that are eligible under the action.

3.3 Verification of the beneficiary's accounting system

The auditor must verify that:

- the accounting system (analytical or other suitable internal system) makes it possible to identify **sources of financing** for the action and related expenses incurred during the contractual period and
- expenses/income under the grant have been recorded systematically using a numbering system that **distinguishes** them from expenses/income for other projects.



Certificate on the financial statement (CFS)

To

[Beneficiary/affiliated entity's full name
address]

We, [full name of the audit firm/organisation], established in [full address/city/country], represented for signature of this audit certificate by [name and function of an authorised representative],

hereby certify

that:

1. We have **conducted an audit** relating to the costs declared in the financial statement of [name of beneficiary/affiliated entity] (the [beneficiary's]/[affiliated entity's]), to which this audit certificate is attached and which is to be presented to the European Commission under Grant Agreement No [insert number] — [insert acronym], covering costs for the following reporting period(s): [insert reporting period(s)].
2. We confirm that our audit was **carried out in accordance with generally accepted auditing standards** in compliance with ethical rules and on the basis of the provisions of the **Grant Agreement** and its Annexes (and in particular the audit methodology described in Annex 5).
3. The financial statement was examined and all necessary tests of [all]/[X]% of the supporting documentation and accounting records were carried out in order to obtain **reasonable assurance that**, in our opinion and on the basis of our audit
 - total **costs** of EUR [insert number] ([insert amount in words]) are eligible, i.e.:
 - actual;
 - determined in accordance with the [beneficiary's]/[affiliated entity's] accounting principles;
 - incurred during the period referred to in Article 3 of the Grant Agreement;
 - recorded in the [beneficiary's]/[affiliated entity's] accounts (at the date of this audit certificate);
 - comply with the specific eligibility rules in Article 6.2 of the Grant Agreement;
 - do not contain costs that are ineligible under Article 6.4 of the Grant Agreement, in particular:
 - costs relating to return on capital;
 - debt and debt service charges;
 - provisions for future losses or debts;
 - interest owed;
 - doubtful debts;
 - currency exchange losses;
 - bank costs charged by the [beneficiary's]/[affiliated entity's] bank for transfers from the Commission
 - excessive or reckless expenditure;



- deductible VAT;
 - VAT incurred by a public body acting as a public authority;
 - costs incurred during suspension of the implementation of the action;
 - in-kind contributions provided by third parties;
 - costs declared under other EU or Euratom grants (including those awarded by a Member State and financed by the EU or Euratom budget or awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget); in particular, indirect costs if the [beneficiary]/[affiliated entity] is already receiving an operating grant financed by the EU or Euratom budget in the same period;
 - costs incurred for permanent staff of a national administration, for activities that are part of its normal activities (i.e. not undertaken only because of the grant);
 - costs incurred for staff or representatives of EU institutions, bodies or agencies;
 - [are claimed according to the euro conversion rate referred to in Article 15.6 of the Grant Agreement;]
- total **receipts** of EUR [insert number] ([insert amount in words]) have been declared under Article 5.3.3 of the Grant Agreement and
- the [beneficiary's]/[affiliated entity's] **accounting procedures** are in compliance with the accounting rules of the state in which it is established and permit direct reconciliation of the costs incurred for the implementation of the action covered by the EU grant with the overall statement of accounts relating to its overall activity.

[However, our audit opinion is **qualified** for:

- costs of EUR [insert number]
- receipts of EUR [insert number]

which in our opinion do not comply with the applicable rules.]

4. We are qualified/authorised to deliver this audit certificate [(for additional information, see appendix to this certificate)].
5. The [beneficiary]/[affiliated entity] paid a **price** of EUR [insert number] (including VAT of EUR [insert number]) for this audit certificate. **OPTION 1:** These costs are eligible (i.e. incurred within 60 days of the end of the action referred to in Article 3 of the Grant Agreement) and included in the financial statement.**OPTION 2:** These costs were not included in the financial statement.]

Date, signature and stamp



Digitally sealed by the European Commission
Date: 2018.12.06 08:30:26 CET

This document is digitally sealed. The digital sealing mechanism uniquely binds the document to the modules of the Participant Portal of the European Commission, to the transaction for which it was generated and ensures its integrity and authenticity.

Any attempt to modify the content will lead to a breach of the electronic seal, which can be verified at any time by clicking on the digital seal validation symbol.