

GRANT AGREEMENT

BETWEEN

Transparency International e.V. (Secretariat),
Alt Moabit 96,
D-10559 Berlin, Germany,
(hereinafter referred to as "**TI-S**")

AND

Transparency International Espana (TI Spain)
Fortuny 53
Madrid 28010
Spain
(hereinafter referred to as "**the Partner**")

(hereinafter jointly referred to as "**the Parties**")

Title of the Project to be carried out under this Grant Agreement:
Integrity Watch: online tools for the fight against political corruption in Europe

BACKGROUND

- i. TI-S together with eight other partners received the ISF-Police Action Grant of the European Commission Directorate-General Migration and Home Affairs (Donor) with the aim 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.

A set of online tools will be tailored to the national contexts in seven EU Member states (Spain, Italy, Netherlands, Latvia, Lithuania, Greece, Slovenia), and two existing ones will be updated (for France and for Integrity Watch EU), allowing for stronger civil oversight in areas with high corruption risks and provide information and data for investigative journalists.

This data will be harmonized and then featured in user-friendly interactive websites. Country tools and series of reports will be published containing detailed analysis of the data; identify potential regulatory gaps, best practices and recommendations for improvements.

- ii. On the basis of the application, the Project Partners have entered into a collective funding contract with the Donor (Grant Agreement number: 823842) outlining the nature of the Project, its proposed budget, and the respective responsibilities of all the parties involved.

- iii. On the basis of Donor requirements, the Project Partners have also endowed TI-S as the project coordinator, with a power of attorney in their dealings with the Donor, under the conditions specified in the Grant Contract and in the individual partner mandates.
- iv. This Sub-Grant Agreement is signed within the Grant contract for the project. The present Agreement gives further definition to the arrangements necessary for the effective implementation of the project, in line with the participant's obligations as a Project Partner; the TI-S obligations as the project coordinator; the general standards and principles of the TI movement; and the previous understandings among the parties.

1. PURPOSE AND SCOPE OF THE AGREEMENT

- 1.1 The purpose of this Grant Agreement is to facilitate the implementation of the project: Online tools for the fight against political corruption in Europe / IW Europe.
- 1.2 The Parties agree to work together closely in order to achieve the agreed results set out in the Terms of Reference attached hereto as **Annex I**.
- 1.3 The following Annexes form integral parts of the Agreement and must be treated as such when determining the duties of the Parties:

Annex I	Terms of Reference
Annex II	Budget
Annex III	Additional Provisions
Annex IV	EU Visibility Requirements Summary
Annex V	Consortium Agreement
Annex VI	ODbL v1.0 License
- 1.4 Specific outputs, activities and delivery timetables are specified in **Annex I**.

2. OBLIGATIONS OF THE PARTIES

- 2.1 The Parties shall perform and complete all obligations and responsibilities as determined in Annex I - Terms of Reference.
- 2.2 TI-S shall be responsible for transferring the agreed grant amount to the Partner as per Article 9 of this Agreement following signature of this Agreement by both Parties.
- 2.3 TI-S shall be responsible for providing technical support, which shall include monitoring of progress against obligations and activities set out in Annex I and budgets set out in Annex II. TI-S will make available to the Partner planning and reporting templates required for monitoring and reporting purposes. The responsibility for the financial management of the granted funds remains with the Partner.
- 2.4 Through the implementation of this project, the Partner undertake to do everything in their power to carry out the action as described in Annex I and comply with the deadlines in accordance with Annex I.
- 2.5 The Partner shall undertake to do everything to implement the agreed activities set out in Annex I with the requisite care, efficiency, transparency and diligence in compliance with this Agreement, keeping TI-S informed of any delays in implementation.

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3. PROCUREMENT

- 3.1 The Partner shall follow its own procurement guidelines and procedures, and comply with the donor requirements set out in this Agreement, in securing the supply of goods, works, or services for the delivery of the project. Failure to comply with these rules would render the related expenditure ineligible for EC funding.
- 3.2 Donor procurement rules requires the Partner to follow the principles of good procurement practice, namely: transparency, fairness and value for money. Value for money is defined as the selection of the most advantageous offer on the basis of a price/quality evaluation ratio. Best value for money is the result of several factors, including price, quality and experience that allow the objective selection of the best fit for purpose vendor.
- 3.3 Thresholds with regards to service procurement are as follows:
- Purchase value of less than or equal to € 2,000: Best value for money is obtained through informal search on the internet or other sources of offers.
 - Purchase value exceeding € 2,000 and less than or equal to € 5,000: Best value for money is obtained through informal search on the internet or other sources of offers, with formal assessment recorded in a matrix.
 - Purchase value exceeding € 5,000 and less than € 60,000: Quotations from at least 3 independent vendors have to be obtained. These quotations must be evaluated from a cost/benefit point of view and the process duly documented in a purchase and procurement form.
- 3.4 The Partner's own procurement guidelines shall be in line with generally accepted procurement practices and adhere to the principles of openness, transparency, fairness, non-discrimination, proportionality, accountability and value for money. The Partner is required to ensure that suitably qualified contractors are chosen without bias and that the best value for money is obtained, with the full transparency appropriate to the use of public funds.
- 3.5 No offer, gift, payment or benefit of any kind, which would or could be construed as an illegal or corrupt practice, shall be accepted, either directly or indirectly, as an inducement or reward for the award or execution of procurement contracts.
- 3.6 If requested by TI-S, the Partner shall provide TI-S with all necessary information, such as relevant documents on decisions and actions taken, including details and copies of awarded contracts. TI-S may at any time conduct special audits of procurement processes carried out in relation to this Agreement.
- 3.7 The Partner shall ensure that any procurement contract contains provisions stipulating that the contractor has no rights vis-à-vis the Donor under the agreement.
- 3.8 The Partner may subcontract tasks to a third party forming part of the partner activities provided that the conditions specified in Sec. 3 of this Agreement are complied with.

4. LIABILITY AND SPECIAL PROVISIONS

- 4.1 The Partner shall be liable for any and all damages to persons, property or any financial loss caused by the Partner or any third party, hired by the Partner, in the performance of the obligations under this Agreement.

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- 4.2 The Partner shall ensure that every contract with a third party contains a clause that any limitation or exclusion of liability to the Partner's benefit also applies to limit or exclude TI-S's liability.
- 4.3 The Partner shall be liable for any and all damages caused by any other kind of legal action resulting from the implementation of this Agreement.
- 4.4 TI-S shall not accept any responsibility or liability for any claims, debts, demands, damage or loss arising from the implementation of this Agreement.

5. **INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

- 5.1 The Parties agree that each Party shall remain the owner of any intellectual and industrial property rights (including but not limited to inventions, patents, trademarks, utility models, design patents, copyrights, topographical rights, database rights, know-how, trade secrets and similar rights anywhere in the world) ("**IP**") which that Party owns at the time of conclusion of this Agreement ("**Background IP**").
- 5.2 The results of the activities based on this Agreement (the "**Foreground IP**"), as well as any intellectual property rights, including copy rights (pertaining thereto), shall be published under the ODbL v1.0 license ("**Foreground IP License**"). The ODbL v1.0 license is attached to this agreement in Annex VI.
- 5.3 To the extent the Partner's Background IP is necessary to make use of the Foreground IP License, the Partner hereby grants to TI-S a non-exclusive, irrevocable, worldwide, perpetual, transferable and sub-licensable right and license to use the Partner's Background IP for the purpose of making

- 6.4 Upon a request by TI-S, the Donor may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the Parties' security or prejudicing their commercial interests.

7. CONFLICT OF INTEREST

- 7.1 The Partner shall immediately notify TI-S of any circumstances, which might place the Partner in an actual or perceived conflict of interest in relation to the obligations under this Agreement or the interests of TI-S and/or Transparency International in general.
- 7.2 A conflict of interest arises if the impartial and objective performance of the obligations of the Partner under this Agreement is compromised by – but not exclusively – family relationship, personal relationship, political or national affinity, and economic interests.
- 7.3 A conflict of interest might also arise from the use of the title of and the association with Transparency International under this Agreement to secure other assignments and/or contracts to be performed under the Partner's own name. The Partner shall seek prior approval of TI-S to enter into such assignment and/or Agreements.

8. CONFIDENTIALITY

- 8.1 The Parties agree that all information disclosed between them in connection with the performance of this Agreement shall be treated as confidential. This applies in particular for all trade and business secrets and all secrets in relation to the business (e.g. procedures or methods used by TI-S or the Partner, confidential financial, tax and other information received from or with respect to third parties or TI-S, data, know-how, marketing plans, contact persons, customers, etc.). It applies also for this Agreement itself.
- 8.2 The Partner shall obligate any subcontractor to the same terms of confidentiality as set out in clauses 8.1 of this Agreement.
- 8.3 The previous clauses (8.1, 8.2) shall remain in force after termination or expiration of this Agreement.

9. FINANCIALS

- 9.1 The total grant amount approved under this Grant Agreement is **EUR 31,752.25** (amount in words: Thirty-one thousand, seven hundred fifty-two Euros and twenty-five cents).
- 9.2 The Donor, through TI-S, will fund up to 90% of the grant amount or the total reported costs, whichever is lower, and the Partner will provide co-funding for the remaining 10%. The planned disbursement schedule is as follows:

Instalment number	Instalment amount	Conditions to be met
First instalment:	40% of the grant amount funded by the EC	As soon as possible upon signature by both parties of this agreement
Second instalment:	40% of the grant amount funded by the EC	At least 70% of the funds previously transferred spent according to the Terms of Reference (Annex I) supported by required documentary evidence and a disbursement

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		request
Final Instalment:	20% of the grant amount	Following the receipt and approval by the EC of the final narrative and financial report, including all required documentary evidence.

Without exceeding the total contract value, TI-S reserves the right to modify the amounts of subsequent disbursements in line with the actual expenditure reported on the project.

The amounts transferred under this agreement shall be treated as advances on TI-S books and held as open accounts, until settled by way of receipt and acceptance of a final narrative and financial report by TI-S and the EC.

- 9.3 The grant shall be used only for the purposes stated in this Agreement. Use and management of the funds shall comply with local regulations, generally accepted accounting practices and any specific donor requirements reflected in Annex III to this Grant Agreement.
- 9.4 TI-S reserves the right to suspend or cancel payments or claim repayment in part or in full, if the funds are found to be misused, not satisfactorily accounted for, and/or the stated project objectives and contractual requirements are not being met.
- 9.5 The following costs will not be considered eligible:
- costs related 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 TI-S;
 - excessive or reckless expenditure;
 - deductible VAT;
 - costs incurred during suspension of the implementation of the project;
 - in-kind contributions provided by third parties
 - costs declared under another EU grant in particular, indirect costs if the beneficiary is already receiving an operating grant financed by the EU budget in the same period
 - costs (especially travel and subsistence costs) for staff or representatives of EU institutions, bodies or agencies
- 9.6 Indirect costs are eligible if they are declared on the basis of the flat-rate of 7% of the eligible direct costs.
Beneficiaries receiving an operating grant financed by the EU budget cannot declare indirect costs for the period covered by the operating grant.
No accompanying documentation is necessary for indirect costs. The indirect costs must be included in the total value of the project.
- 9.7 In case of an under-spend after implementation of the activities, such amounts shall be refunded to TI-S within 30 days after the end of the project.
- 9.8 Where co-funding is required to fund the project, the Partner is under an explicit obligation to independently raise these funds and provide evidence to TI-S regarding the amounts and sources, if required. The Partner is required to inform TI-S in due course in case there is a

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risk for such obligation not being met and thus jeopardizing project implementation.

- 9.9 The Partner's co-financing (i.e. **10%**) of the grant cannot be sourced from any other European Commission grant, nor originate from TI-S funds transferred to the Partner as part of the IMPACT Project funded by Global Affairs Canada. Issues regarding the eligibility of the funds used by the Partner as co-financing is to be brought to the attention of TI-S without delay.
- 9.10 The project budget is in EURO, and the Partner is responsible for managing any foreign exchange risk arising from the conversion of the funds into local currency.
- 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.
 - Beneficiaries with accounting established in euro must convert costs incurred in another currency into euro according to their usual accounting practices.
- 9.11 The grant will be transferred to the following bank account of the Partner:

**BANK DETAILS FOR PAYMENTS INSIDE THE SEPA
(Single Euro Payments Area)**

ACCOUNT HOLDERS NAME	TI-SPAIN
ADDRESS: STREET	FORTUNY 53
TOWN	MADRID
POST CODE	28010
COUNTRY	SPAIN

BANK NAME IN FULL	BANKIA
ADDRESS: STREET	PLAZA DE CELENQUE 2
TOWN	MADRID
COUNTRY	SPAIN
ACCOUNT or IBAN NUMBER	ES51 2038 1175 6360 0044 5474
BIC / SWIFT CODE	CAHMESMMXXX

The Partner shall immediately inform TI-S of any change to the bank account details specified in this Agreement.

10. REPORTING

- 10.1 The Partner agrees to keep a record of all expenditures incurred under this Agreement and will provide TI-S with a **narrative implementation and a financial report**, including simple copies of all related invoices as per the following schedule.
- 1st report for the period 01/01/2019 to 30/09/2019 due by 15th October 2019
- 2nd report for the period 01/10/2019 to 31/12/2019 due by 15th January 2020
- 3rd report for the period 01/01/2020 to 30/06/2020 due by 15th July 2020
- Final report for the period 01/07/2020 to 31/12/2020 due by 20th January 2021
- Supporting documents accompanying the financial report shall include, for every type of

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expenditure, where applicable, the following (if required, TI-S could request additional documentation to ensure costs are fully documented):

- Staff costs: **labour contracts, salary slips, timesheets, bank statements.** Partner will provide reconciliation of the staff costs reported and the documents submitted if required.
- Organized workshops or events: **per diems receipt, list of attendees, proof of payment**
- Consultancy work: **procurement file (tender, evaluation, etc.), contract, invoices, acceptance of work, proof of payment**
- Travel: **boarding passes, bus/train tickets, proof of payment**
- Equipment: **proof of best value for money (if applicable), invoice, proof of payment (bank statement)**
- Meals, dinners, lunches: **receipts, list of participants, proof of payment**
- Per diems: **receipts, proof of payment**
- Visa costs: **receipts, proof of payment** when possible

Lump sums justified by a receipt will not be considered as sufficient evidence. Documentary evidence (i.e. invoices, receipts, payslip, etc.) are required for every single cost reported.

The Partner will provide TI-S with the supporting documents numbered in line with the numbering in the expenditure list included in the financial report, in an organised manner.

Co-financing costs shall be reported in the same manner as the costs funded by the Donor and in line with article 10.1. That is, the 100% of the costs will be accompanied by full supporting evidence, regardless of the amount. In-kind contributions cannot be treated as co-financing.

Templates for both narrative and financial reporting will be made available by TI-S. Funds used in breach of the Agreement shall be accounted for and repaid within 30 days of TI-S' request for a refund funds.

- 10.2 If requested by TI-S, the Partner will provide TI-S with copies of materials produced as part of the project, including (but not limited to): agendas, reports, participant lists and photographs of the activity.
- 10.3 TI-S reserves the right to exclude from the final report to the donor any item of expenditure reported by the Partner deemed, according to TI-S' own interpretation, not in compliance with the donor's rules. In any case, the Partner shall consult with the relevant financial management guidelines and advice as provided by TI-S to ensure best practice in the management of the funds.
- 10.4 TI-S reserves the right to hold back payments under this agreement in case of non-compliance by the Partner with requirements embedded in any other agreements between the Parties, particularly with regards to the submission of project interim or final financial reports, project audits or other documentary evidence.
- 10.5 The Partner and TI-S also agree for project proposals, outputs and narrative reports (or parts of these documents) to be made available to other Partners and the broader TI Movement to encourage the sharing of knowledge, learning and good practice.

11. ENTRY INTO FORCE AND DURATION

- 11.1 This Agreement shall enter into force on 02 January 2019.

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- 11.2 The Agreement shall remain in force until **30 January 2021**, unless it is terminated in accordance with provisions 12.2 or 12.3.

12. AMENDMENTS AND TERMINATION

- 12.1 Any amendment or modification to this Agreement shall be agreed upon between the Parties in writing.
- 12.2 Both Parties are entitled to terminate this Agreement in writing at any time by observing a notice period of 14 (fourteen) working days.
- 12.3 Both Parties are entitled to terminate this Agreement for good cause with immediate effect. Good cause includes, but is not limited to:
- a) breach of a provision to this Agreement, including provisions in Annex III, which remain without remedy for 7 (seven) working days after written notice of breach has been served;
 - b) breach of a material provision to this Agreement, including provisions in Annex III, which are not capable of remedy.
- 12.5 12.4 In accordance with Annex III - Additional Provisions, any corrupt or illegal behaviour constitutes a violation of this Agreement and justifies its immediate termination. In the event of the termination of this Agreement by the Partner, the Partner shall return/submit to TI-S all property, unused funds, documents and other records related to implementation of the Project under this Agreement. The terminating Party agrees not to exercise any right of retention regarding the aforementioned property, unused funds, documents and other records.

13. DISPUTE RESOLUTION AND JURISDICTION

- 13.1 The Parties shall seek to resolve any conflict through mutual discussion and consultation.
- 13.2 In case of continued disagreement, the Parties shall refer the matter to a mutually agreed mediator, with the costs borne equally by both sides. The Parties may also choose to submit the matter to independent and binding arbitration, subject to a mutual agreement.
- 13.3 Failing the process above, the Parties may bring legal proceedings to the judicial authorities.
- 13.4 The place of jurisdiction for all disputes arising out of or in connection with this agreement shall be Berlin, Germany.

14. MISCELLANEOUS

- 14.1 This Agreement shall be governed by the laws of the Federal Republic of Germany.
- 14.2 If any of the provisions of this Agreement shall become or be held invalid or unenforceable, all other provisions hereof shall remain in full force and effect.
- 14.3 This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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For TI Spain

(Place) 02 January 2019

For TI-S:

Berlin, _____
02 January 2019

Jesús Sánchez Lambás, Secretary General

E-Mail: jsl@a25.es

Transparency International Spain



Alessandro Giancesini, Chief Financial Accountant

E-Mail: agiancesini@transparency.org

Transparency International e. V. (Secretariat)

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ANNEX I Terms of References

TI Spain will be responsible for the timely delivery of **Work Package 3** as outlined in the Signed Grant Agreement (823842).

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.

Description of the work

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.

Expected Outputs

Outputs	Lead responsibility	Months of implementation
1 x scoping of relevant datasets and work-plan for data-collection and cleaning (methodology)	TI ES	M1-M2
Build 1 x functional data-set	TI ES/TI EU	M3-8
Detailed Work Plan with detailed steps of planned action	TI ES/TI EU	M3 – M5
Initial concept document	TI EU/TI ES	M3-8
User-experience testing	TI ES	M11-12
Summary report	TI ES	M13-15
National launch event	TI ES	ca. M16 (to be coordinated with TI EU)

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Dissemination meetings	TI ES	M16 - 24
Tool promotion and dissemination of key findings and best practices	TI ES/ TI-S/ TI EU	M16 - 24

Expected Deliverables

Deliverables	Format	Language	Beneficiaries	Months of implementation
Online Tool	Electronic	Spanish	Citizens, journalists, CSOs, academics, public officials	M 3 - M18
Translation / Drafting of the website	Electronic	Spanish		M13 - M18
Summary report on political corruption	Electronic + Printed 10 pp, 100 copies	Spanish		M17 - M20
Press releases	Electronic 2pp	Spanish		M18 - M24
Online articles	Electronic 2 - 4pp	Spanish & English		M18 - M24
Social media posts	Electronic	Spanish		M12 - M24
E-mail dissemination campaign	Electronic 2pp	Spanish		M18 - M24

Expected Travel

Objective	Participant	Number of participants	Location	Days
Participation in kick-off meeting	TI Spain	2	Brussels	1
Participation in national launch event	TI Spain/ TI EU	1	Spain	1
Participation in final event	TI Spain	1	Brussels	1

Communication with TI-S and Partners

The contacts persons at TI-S for the overall coordination of the project are Nadja Kostka (Project Coordinator, nkostka@transparency.org) and for the financial oversight Kristina Kovacs (Project Accountant, kkovacs@transparency.org).

The partner agrees to use the TI internal electronic exchange service Office 365 Teamsite to communicate within the group, to share documents and other useful resources. Sharepoint/One Drive shall be used to share narrative and financial reports. Confidentiality will be secured for sensitive information (such as the financial report and supporting documents) by using private folders accessible only to TI-S and the partner.

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The partner agrees to complete this project jointly with all Parties as outlined in the Consortium Agreement (Annex V).

ANNEX II: Budget in EUR

A1.1	Direct Personnel Costs	18,900.00
A1.1	Project coordination, evaluation, reporting	6,750.00
A1.2	Knowledge & Research, Analysis	7,200.00
A1.3	Financial and Administrative support	1,650.00
A1.4	Dissemination, Communication	3,300.00
B1	Travel	800.00
B2	Subsistence	900.00
E1	Other Direct costs	9,075.00
E1.1	Kick off meeting	0.00
E1.2	Online tool	5,650.00
E1.3	Communication & Dissemination	1,400.00
E1.4	Report (synthesis / national)	600.00
E1.5	National launch / Final event	1,425.00
F1	Indirect cost	2,077.25
Total		31,752.25



ANNEX III: Additional Provisions

ADDITIONAL PROVISIONS

The following provisions reflect terms and conditions as set out in funding agreements between TI-S and its donors. Any recipient of sub grants, deriving from TI-S core and project resources is under the same obligation to comply with donor requirements and any breach thereof may result in suspension or termination of the grant funding.

1. ANTI - CORRUPTION

- 1.1 No offer, payment, consideration or benefit of any kind which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – neither directly nor indirectly – as an inducement or reward in relation to activities funded under the Grant Agreement, including tendering, award, or execution of contract.
- 1.2 The Partner shall work actively to prevent corruption, illegal or improper handling or other form of misuse of funds. When planning and implementing activities under the Grant Agreement, the Partner shall take the risk of corruption into account and identify key risks and risk mitigation measures.
- 1.3 If at any stage the Partner becomes aware of, or suspects, any misappropriation or diversion of funds or possible fraud or corruption the Partner must report the matter immediately in writing to TI-S.

2. ANTI - TERRORISM

- 2.1 The Partner is committed to taking appropriate steps to ensure that funds are not used to provide assistance to, or otherwise support, terrorists or terrorist organizations.
- 2.2 No such funds, other financial assets and economic resources will be made available, directly or indirectly, to, or for the benefit of, a natural or legal person, group or entity associated with terrorism consistent with relevant United Nations resolutions, European Union measures and other international standards, relating to counter terrorism and in particular the financing of terrorism.
- 2.3 If, during the course of the Agreement, the Partner discovers a link with any organization or individual possibly considered a terrorist entity by international standards, the Partner must immediately inform TI-S in writing. A prompt response and action plan will be jointly devised in order to adequately mitigate potential risks.

3. EMPLOYMENT POLICY

The Partner shall comply with good corporate governance, assuring that employment policies/practices implemented comply with internationally recognized equality standards on disability, gender and child protection.

4. ENVIRONMENTAL POLICY

The Partner shall pay due regard to the environmental impact of its activities under this Agreement.

5. REPORTING ON IRREGULARITIES

- 5.1 If any changes occur, which significantly impair the developmental value of the funding arrangement, the Partner shall inform TI-S immediately in writing.
- 5.2 The Partner is obliged to immediately inform TI-S in writing of any changes including major changes to planned project activities, or if irregularities in the management of funds are foreseen or have occurred. This also applies where a delay occurs in the envisaged progress of activities, or where other essential changes occur in relation to the original conditions of the grant.

6. RIGHT OF INSPECTION

- 6.1 TI-S is entitled to request all relevant information, which has a bearing on the implementation and progress of activities, and to carry out physical and financial inspections at any time in respect of activities undertaken with TI-S funds, also after termination of the Agreement. The Partner shall cooperate with and assist TI-S in the process of monitoring, evaluation, review, audits or similar activities. TI-S reserves the right to conduct unannounced inspections up to ten years after the end of this contract.
- 6.2 The right of inspection as outlined in 6.1 may also extend to TI-S' donors. The Partner shall render every assistance to the officials appointed by the donors to carry out such an inspection and shall allow them access to the documents relating to the grant.

7. PRESERVATION OF DOCUMENTS AND AUDITING

- 7.1 The Partner shall retain all records related to the Agreement until the end of the tenth year after TI-S' last payment. They shall be kept in a safe and orderly manner, preferably in digital form and must be easily accessible / retrievable.
- 7.2 The Partner must supply TI-S with a copy of their annual accounts, where applicable, audited by an independent firm of professional auditors. These will include a management assertion of the existence and satisfactory performance of procedures and controls to mitigate the major risks to which the Partner is exposed in administering its funds, including the funds received under this Agreement.

8. CONFIDENTIALITY AND SIDE ACTIVITIES

- 8.1 The Parties agree that all information disclosed between them in connection with the performance of this contract shall be treated as confidential.
- 8.2 The Partner shall treat confidential all matters in connection with his/her work under this contract for TI-S and related activities as well as any information he/she obtains during the performance of this contract. This shall apply in particular to all trade and business secrets and all secrets in relation to the business (e.g. procedures or methods used by TI-S, confidential financial, tax and other information received from or with respect to third parties or TI-S, data, know-how, marketing plans, contact persons, customers, etc.).
- 8.3 The Partner shall obligate any subcontractor to the same terms of confidentiality as set out in clauses 8.1 and 8.2.
- 8.4 The previous clauses (8.1, 8.2, 8.3) shall remain in force after the termination of this contract.

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- 8.5 The parties agree that the Partner may provide services to third parties in addition to the services under this contract.

9. VISIBILITY

For branding and visibility purposes, the Partner shall clear all publications with the Grant Coordinator at TI-S (Nadja Kostka at nkostka@transparency.org).

ANNEX IV: EU Visibility requirements summary

(Updated 1 January 2018)

Find a below a non-binding summary. Please refer to the Communication and Visibility in EU-financed external actions guidelines for full description:

https://ec.europa.eu/europeaid/sites/devco/files/communication-visibility-requirements-2018_en.pdf

1. Introduction

The EU Visibility Requirements ('the Requirements') are designed to ensure that external actions that are wholly or partially financed by the EU include information and communication measures designed to inform specific or general target audiences about the reasons for the action, the EU's support for the country or region concerned, and the outcomes and impact of that support.

2. Branding

The **EU emblem (section 3)** is the default visual brand used to acknowledge and advertise the Union's financial support for an external action. No other visual brands may be used for this purpose. Exceptions may be authorised only in very rare cases at the sole discretion of the European Union. All such exceptions require the EU's prior written agreement.

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.*

The following hashtags may be used on Twitter: #EUfundsHomeAffairs, #migrationEU, #SecurityUnion, as well as #EUandME, #EUProtects, #investEU.

- 2.1. Events, visits:** The EU emblem must be prominently displayed on materials, online, and at venues, to ensure that people attending such events are aware of the EU's financial support. When organising high-profile visits by senior officials, political leaders and other public figures to the sites of EU-financed actions, partners must work with the EU to organise appropriate coverage through press releases, media events, online coverage and photo opportunities.

- 2.2. Audio-visual material, photography and other productions:** Audio-visual and photographic material must comply with the criteria for appropriate communication and visibility, and with generally recognised standards and best practice in the field concerned. Videos produced by EU-financed external actions must be approved by the EU before they are screened, broadcast or distributed. They must feature the EU emblem at the beginning and/or end of the production, accompanied by the following text: *'This [film/video/...] was produced with the financial support of the European Union's Internal Security Fund — Police.'* Radio and other audio productions produced by EU-financed external

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actions must be approved by the EU before they are broadcast or distributed. They must include the following phrase: *'This [programme/...] was produced with the financial support of the European Union's Internal Security Fund'*. Photography: the progress, results and impact of EU-financed actions and related events must, where relevant and possible, be documented by photographs for subsequent use in communication actions and products.

2.3. Websites: All official websites of the EU institutions and agencies use URL addresses in the second level domain 'europa.eu'. Externally hosted websites (i.e. with URL addresses outside the 'europa.eu' domain) for specific EU-financed external actions must prominently feature the EU emblem accompanied by text acknowledging the Union's support, links to the relevant EU websites, and a disclaimer.

2.4. Newsletters, leaflets, brochures and other printed materials: Newsletters, leaflets, brochures and other printed materials must comply with the criteria for appropriate communication and visibility set out in section 2, and with generally recognised standards and best practice in the field concerned. Where newsletters, leaflets, brochures and other printed materials produced by a partner feature a definition of the European Union, the cover or front page must clearly identify the publication as being part of an EU-financed action. The lower banner of the front or back page must carry a **disclaimer**.

2.5. Displays: Display panels must identify the key deliverables and project management structures of the EU-financed actions to which they refer. They must be clearly visible so that passers-by are able to read them and understand the nature of the action and the role of the EU as donor. Display panels must be erected beside access routes to the site where the action is taking place and must remain in place from the start of the action until six months after its completion. Partners must also produce display panels when promoting EU-financed actions at exhibitions or events, and at the entrances to training centres, office receptions, etc. Where the EU is the sole donor supporting the action, the EU emblem (section 3) must appear on the display panel where it will be most prominently visible. Where there are multiple donors, the EU emblem must be at least as prominent as those of the other financial partners and the positioning of emblems on the panel must be determined in agreement with all the donors. For plastic or textile banners produced as a backdrop for special events such as inaugurations and conferences and where the EU is the sole donor supporting the action, the EU emblem must appear on the banner where it will be most prominently visible. Where there are multiple donors, the EU emblem must be at least as prominent as those of the other financial partners and the positioning of emblems on the banner must be determined in agreement with all the donors.

3. EU Visual Identity Rules

The EU emblem:



Regardless of the scale, scope or objective of an action, the EU emblem must be visibly and prominently displayed - at least as prominently as that of the implementing partner concerned - on all communication and visibility materials associated with the action.

The rules for the use and reproduction of the EU emblem are as follows:

- o The minimum height of the EU emblem is 1 cm;
- o The name of the European Union must always be spelled out in full;
- o The typeface used in conjunction with the EU emblem must be one of the following: Arial, Calibri, Garamond, Trebuchet, Tahoma, or Verdana. The use of italics, underlining and font effects is not permitted; – there are no particular rules on the positioning of text in relation to the EU emblem, but the text may not interfere with, cross or cover the emblem in any way;

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- The font size used must be proportionate to the size of the emblem;
- Depending on the background, the colour of the font may be reflex blue (the same blue colour as the EU flag), black or white.

3.1. **Alterations and additions:** when the EU emblem is reproduced in any graphic representation, it must be used in its entirety, without any alterations or additions. The display or reproduction of the emblem may not incorporate any flag or symbol of another country, donor, agency or organization. The graphic representation of any such partners must be displayed separately.

3.2. **Explaining the European Union:** Partners or contractors wishing to include a general statement about the EU in a written communication, may use the following standard general statement: *'The Member States of the European Union have decided to link together their know-how, resources and destinies. Together, they have built a zone of stability, democracy and sustainable development whilst maintaining cultural diversity, tolerance and individual freedoms. The European Union is committed to sharing its achievements and its values with countries and peoples beyond its borders.'*

3.3. **Disclaimer:** The EU is not responsible for the contents of communication materials prepared by implementing partners, all of which must include a standard disclaimer, translated into (the) local language(s) where appropriate. For publications in print or electronic format: **'This publication was produced with the financial support of the European Union. Its contents are the sole responsibility of and do not necessarily reflect the views of the European Union.'** For websites and social media accounts: *'This was created and maintained with the financial support of the European Union. Its contents are the sole responsibility of and do not necessarily reflect the views of the European Union.'* For videos and other audio-visual material: *'This was produced with the financial support of the European Union. Its contents are the sole responsibility of and do not necessarily reflect the views of the European Union.'*

4. Intellectual property rights

Implementing partners grant the Union a royalty-free, non-exclusive and irrevocable licence to use all communication and visibility materials and products developed in support of EU-financed external actions covered by these Requirements, for the purposes of: internal use, reproduction, communication to the public, distribution, adaptation, translation, sub-licensing and storing and archiving. Copyright ownership must be included in the communication and visibility results of EU funded external actions, worded as follows: **'© — year — name of copyright owner. All rights reserved. Licensed to the European Union under conditions'**.

5. Reporting on communication and visibility

Partners must ensure that their contractual reporting contains a detailed account of the implementation of the action's communication and visibility plan, evaluating the outcomes and reach of the communication measures carried out in support of the action and illustrating their evaluation as appropriate using press cuttings, photographs, samples, audio and video files, transcripts etc.

6. Exceptional situations

Security issues or local political sensitivities may make it preferable or necessary to limit communication and visibility activities in certain countries or areas. In such cases, the target audience and the visibility tools, products and channels to be used in promoting a given action will be determined on a case-by-case basis, in consultation and agreement with the European Union.

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