

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 3.0: Generating Value from Data to Manage Risks and Detect Corruption in Europe

BACKGROUND

This Integrity Watch 3.0 (IW 3.0) iteration repurposes data from visualisation to risk-management. Since 2014, IW is the leading online hub that monitors integrity in political decision making across Europe. IW collects and harmonises hard-to-access data into searchable platforms, allowing watchdogs, journalists and officials to keep office holders in check. IW 3.0 will expand from 8 to 16 countries, include resource allocation data, and develop detection tools of conflicts of interest, undue influence and flows of criminal money.

IW 3.0 is implemented by TI-S as the global coordinator, TI EU, the Daphne Caruana Galizia Foundation and 15 TI chapters in the EU. It has been granted funding from 01 January 2022 to 31 December 2023 by the European Commission – DG for Migration and Home Affairs . Following a competitive tendering process, the project partners have entered a collective funding contract with the donor (EC Grant Agreement number: 101038764) outlining the nature of the project, its proposed budget, and the respective responsibilities of all the parties involved.

Based on 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.

Further details on roles and responsibilities of the Partner are set out in the Terms of Reference in Annex I.

1. PURPOSE AND SCOPE OF THE AGREEMENT

1.1 The purpose of this Grant Agreement is to facilitate the implementation of “Integrity Watch 3.0: Generating Value from Data to Manage Risks and Detect Corruption in Europe” through the provision of grant funding. 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.

1.2 The following Annexes form integral parts of the Agreement and must be treated as such when determining type and scope of 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 ODbL v1.0 License

1.3 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 7 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 commits to achieving the outputs and complying with the deadlines in accordance with Annex I, Terms of Reference.

2.5 The Partner shall 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.

2.6 The Partner has full responsibility for implementing the action and complying with the EC Grant Agreement number 101038764 between the EU and TI-Secretariat and the other beneficiaries.

3. PROCUREMENT

3.1 The Partner shall follow its own procurement guidelines and procedures in securing the supply of goods, works, or services for the delivery of the project.

3.2 The Partner's 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

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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.

- 3.3 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.

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.
- 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 databases developed based on this Agreement (the "**Foreground Database IP**"), shall be published under the ODbL v1.0 license (the "**Foreground Database IP License**"). The ODbL v1.0 license is attached to this Agreement in Annex V.

Any communication and visibility materials shall be owned and vested by the Partner and published under copyrights, all rights reserved (the "**Foreground Communication IP**"). 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'.

Any other products such as the data itself or other content, which is not comprised by communication and visibility materials, developed based on this Agreement (the "**Foreground Products IP**"), shall be published under the CC BY 4.0 license (the "**Foreground Products IP License**"). The CC BY 4.0 license can be found here: <https://creativecommons.org/licenses/by/4.0/>.

- 5.3 To the extent the Partner's Background IP is necessary to make use of the Foreground Database IP License, Foreground Communication IP License or Foreground Products 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 full use of the aforementioned Foreground IP Licenses (the "**Background IP License**").

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- 5.4 The Partner grants the European Union a royalty-free, non-exclusive and irrevocable licence to use the Foreground Database IP, the Foreground Communication IP and the Foreground Products IP, for the purposes of: internal use, reproduction, communication to the public, distribution, adaptation, translation, sub-licensing and storing and archiving (the “**Foreground EU IP License**”).
- 5.5 The Partner shall hold TI-S free and harmless of any claims, costs or expenses (including but not limited to damages and reasonable attorneys’ fees) incurred by TI-S as a result of third party claims that any of the Foreground IP or the use thereof by TI-S infringes such third party’s rights.
- 5.5 Any assignment, transfer or licensing of rights in accordance with this Sec. 5 by the Partner is fully compensated by the remuneration in accordance with Sec. 9 of this Agreement.
- 5.6 For the avoidance of doubt, the Parties clarify that any licensing in accordance with this Sec. 5 shall survive the termination or end of this Agreement.

6. VISIBILITY REQUIREMENTS

- 6.1 The Partner will not use name and logo of TI-S without prior written approval of TI-S.
- 6.2 The Partner will comply with the visibility requirements set out in **Annex IV** (EU Visibility Requirements Summary) of the Agreement.

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 If the Partner is not legally associated with Transparency International as a National Chapter, National Chapter in formation, or a National Contact, 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.

7. FINANCIALS

- 7.1 The total grant amount approved under this Grant Agreement is **EUR 17,940.69** (amount in words: seventeen thousand nine hundred forty and sixty-nine Euros) which represent 90% of the budget disclosed in annex II.
- 7.2 The donor, through TI-S, will fund up to 90% of the budgeted amount or the total reported costs, whichever is lower, and the Partner will provide co-funding for the remaining 10%.

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The planned disbursement schedule is as follows:

Indicative date	Instalment Number	Amount
As soon as possible upon signature by both parties of this agreement.	1 (25 % of the grant amount)	4,485.00 EUR
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 request	2 (25% of the grant amount)	4,485.00 EUR
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 request	3 (30% of the grant amount)	5,382.00 EUR
Following the receipt and approval by the EC of the final narrative and financial report, including all required documentary evidence.	Final Instalment (20% of the grant amount)	3,588.69 EUR

TI-S shall disburse the first instalment within **14** days of the date of this Agreement. TI-S shall disburse subsequent instalments as indicated above and further subject to the Partner:

- (a) Satisfactory completion of planned activities and key deliverables as outlined in Annex I
- (b) Submitting narrative and financial reports as outlined under Article 8.1;
- (c) Having reported satisfactorily on expenditure covering at least 70% of the latest disbursement (and 100% from any previous disbursements);
- (d) Submitting a disbursement request, including confirmation that the funds are required and that they will be spent according to this grant agreement.

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

- 7.3 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

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any specific donor requirements reflected in Annex III to this Grant Agreement.

- 7.4 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.
- 7.5 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.
- 7.6 Where co-funding is required to fund the project, the Partner is under an explicit obligation to independently raise these matching funds and provide evidence to TI-S regarding the amounts and sources. The Partner is required to inform TI-S in due course in case there is a risk for such obligation not being met and thus jeopardizing project implementation.
- 7.7 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 monthly accounting rates published on the Commission's website, calculated over the corresponding reporting period.

The financial reporting template prepared by TI-S contains a table where the monthly rate will have to be filled in.

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

- 7.8 The grant will be transferred to the following bank account of the Partner:

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

ACCOUNT HOLDERS NAME	Transparency International Espana
ADDRESS: STREET	c/Fortuny 53
TOWN	Madrid
POST CODE	28010
COUNTRY	Spain

BANK NAME IN FULL	Caixa Bank S.A.
ADDRESS: STREET	Paseo General Martinez Campos 3
TOWN	Madrid
COUNTRY	Spain
ACCOUNT or IBAN NUMBER	ES5621006704040200100220
BIC / SWIFT CODE	CAIXESBBXXX

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

8. REPORTING

- 8.1 The Partner agrees to keep a record of all expenditures incurred under this Agreement and will provide TI-S with a financial report including supporting documentation in electronic format as well as a narrative implementation report as per the following schedule:

1st narrative and financial report for the period 01/01/2022 to 30/06/2022 due by 15th July 2022

2nd narrative report for the period 01/07/2022 to 15/12/2022 due by 15th December 2022

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2nd financial report for the period 01/07/2022 to 31/12/2022 due by 15th January 2023

3rd narrative report and financial report for the period from 15/12/2022 or 01/01/2023, respectively, to 30/06/2023 due by 15th July 2023

4th narrative and financial report for the period 01/07/2023 to 31/12/2023 due by 15th January 2024

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.

- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 The Partner is required to provide TI-S with the latest Financial Statements prior to the start of this Agreement; and then annually, within 3 months of their release, with the Financial Statements falling within the validity of this Agreement.
- 8.6 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.

9. ENTRY INTO FORCE AND DURATION

- 9.1 This Agreement shall enter into force on 01 January 2022.
- 9.2 The Agreement shall remain in force until 29 February 2024, unless it is terminated in accordance with provisions 10.2 or 10.3.

10. AMENDMENTS AND TERMINATION

- 10.1 Any amendment or modification to this Agreement shall be agreed upon between the Parties in writing.
- 10.2 Both Parties are entitled to terminate this Agreement in writing at any time by observing a notice period of **30 (thirty) days**.
- 10.3 Both Parties are entitled to terminate this Agreement for good cause with immediate effect. Good cause includes, but is not limited to:

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- a) breach of a provision to this Agreement, including provisions in Annex III, which remain without remedy for **7 (seven) 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.
- 10.4 In accordance with Annex III - Additional Provisions, any corrupt or illegal behaviour constitutes a violation of this Agreement and justifies its immediate termination.

11. DISPUTE RESOLUTION AND JURISDICTION

- 11.1 The Parties shall seek to resolve any conflict through mutual discussion and consultation.
- 11.2 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.
- 11.3 Failing the process above, the Parties may bring legal proceedings to the judicial authorities.
- 11.4 The place of jurisdiction for all disputes arising out of or in connection with this agreement shall be Berlin, Germany.

12. MISCELLANEOUS

- 12.1 This Agreement shall be governed by the laws of the Federal Republic of Germany.
- 12.2 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.
- 12.3 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.

For TI Spain:

Madrid , February 25th, 2022.
(Place) (Date)

Firmado por 50829279S SILVINA
BACIGALUPO (R: G84845361) el día
25/02/2022 con un certificado emitido
por AC Representación

For TI-S:

Berlin, _____
(Date)

Silvina Bacigalupo Saggese, Chair,
Transparency International Spain

Manuel Pirino, Interim Manager of Regional
and Global Projects
Transparency International Secretariat

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ANNEX I : Terms of Reference/Project outline

Integrity Watch 3.0: Generating Value from Data to Manage Risks and Detect Corruption in Europe

1. Background

This Integrity Watch 3.0 (IW 3.0) iteration repurposes data from visualisation to risk-management. Since 2014, IW is the leading online hub that monitors integrity in political decision making across Europe. IW collects and harmonises hard-to-access data into searchable platforms, allowing watchdogs, journalists and officials to keep office holders in check. IW 3.0 will expand from 8 to 16 countries, include resource allocation data, and develop detection tools of conflicts of interest, undue influence and flows of criminal money.

IW 3.0 is a grant running from 01 January 2022 to 31 December 2023, provided by the European Commission – DG for Migration and Home Affairs. It involves TI-S as the global coordinator, TI EU, the Daphne Caruana Galizia Foundation and 15 TI chapters in the EU.

The action aims at strengthened safeguards for the prevention, detection and reduction of political corruption risks in 16 EU countries, contributing to revert problems:

1. Flawed quality of political integrity data;
2. Weak risk-management tools;
3. Insufficient oversight institutional mandates and capacities.

2. Roles and Responsibilities

TI-S will provide overall leadership for the action. This involves on the one hand handling contractual coordination responsibilities, which include the action's technical and financial management, and on the other hand provide the methodological, technological and other content assistance to support the work of partners in 16 countries. Regarding the specific capacity development services, TI-S will work jointly with the Daphne Caruana Galizia Foundation, as described in Work Package (WP) 1.

TI-EU's role is to coordinate the EU institution-level policy advocacy and related communications. This role includes the facilitation of the European Community of Practice that aims to activate and organise the selected country representatives of which to present lessons learnt, advocate the adoption of best practices, related to political integrity and open data, to EU-level institutions. WP 1 and WP 5 provide more details about these responsibilities. TI EU also shares their experience and technical expertise in developing and updating Integrity Watch platforms.

At country level, the project will take place directly in 16 countries that are organised in three groups, each group delivering to different degree on four work packages.

Grouping reflects each country's level of data availability, existing monitoring capacity, and opportunities to improve standards and practice. The 16 countries are Romania, Portugal, Finland and Malta (that make group A); Italy, France, Greece, the Netherlands and Spain (group B); Lithuania, Latvia, Estonia, Czechia, Slovenia, Slovakia, and Hungary (group C).

The other 16 country partners are responsible for country implementation, including activity and financial reporting to TI-S. At country level, implementation consists of dataset building (all countries); platform development (all countries); risk management and analysis (seven countries, group C), capacity development (each group to different extent), documentation of regulations and

performance (all countries), analysis of the regulatory performance and practice (group C), and participation in exchanges of the European Community of Practice (each group to different extent). WP2, WP3, WP4 and WP5 describe in detail these responsibilities.

3. Objectives

By December 2023, IW 3.0 will have:

(Outcome 1) Improved the ability of relevant agencies, civil society and media to measure and detect corruption risks, and prevent political corruption;

(Outcome 2) Increased domestic and cross-border coordination and cooperation between relevant stakeholders in government, civil society and media.

Co-applicants organised in three groups as per their country's data availability and opportunities to improve standards and practice will deliver on:

(Output 1) Joined-up datasets, dashboards and risk indicators;

(Output 2) Law enforcement, civil society and media detection and prevention capacities;

(Output 3) Best practice and tech/data-based tools conducive to deterring political corruption;

(Output 4) A European Community of Practice that shares lessons and best practice as well as advocates for better standards.

4. Work Packages: Activities, Outputs and Deliverables for GROUP B

Work package 2: Datasets, dashboards and corruption risk indicators	
I. Objective(s) of this work package (expected outcome)	
Creation or update of joined-up datasets and dashboards, and risk indicators on political corruption across EU countries	
II. Description of the work (activities)	
2.1 Scoping data and building datasets in 16 countries. Based on the methodology consulted by TI-S as per activity 1.1, co-applicants will conduct a systematic data scoping exercise within three months following the kick-off of the Action. The data scoping will draw from co-applicants own assessment as well as from the Global Data Barometer survey modules on political party finance, interest and asset declarations, lobbying interactions, public consultation in rulemaking, business ownership, procurement and public finances. After completion of the data scoping, consultation with potential platform users gathered in a national advisory group to identify the relevant data. Furthermore, co-applicants will receive TI-S support in data cleaning and database building (WP 1.3)	

2.2 Creating and updating web-based platforms in 16 countries. This activity complements 1.5 in creating, updating or enriching IW platforms. Where there is an existing IW platform (group B + Lithuania and Slovenia) the action will update and enrich with further political corruption data and functionalities. In the other eight countries, co-applicants will develop similar platforms and functions. While each platform will have its own hosting, an EU-wide common portal will help centralise registration of users and channel queries from users.

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

Output No.	Output (a)	Explanation (b)
2.1	At least 39 datasets built following a methodology for data scoping, data collection and dataset building	Following the systematic evaluation of based on the accessibility and interoperability of existing data relevant to political corruption (policy input, policy output and auxiliary data), datasets that are accessible and interoperable will be extracted, downloaded, scrapped and cleaned, and finally merged according to the standardised methodology.
2.2	16 web-based platforms that are running with visualisation, search, at least seven of which with risk analysis (red flagging) functionalities and one EU-wide portal linking to each.	Eight co-applicants already run online platforms, to be updated and upgraded. All platforms will have data on political corruption and functions allowing users to easily search and analyse information.

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	Data scoping report for 16 countries	Electronic	English	Advisory group participants (as per methodology point 4), media and other CSO watchdogs.	1- 4

2.2	Methodology for data collection and data scrapping/cleaning	Electronic	English	Co-applicants only	1- 5
2.3	At least 39 machine readable datasets	Electronic (machine readable)	National languages. English where possible	Oversight and law enforcement agencies, decision making officials, CSOs watchdogs	4 - 18
2.4	At least 16 web-based national platforms (incl. a common portal) with visualisation, search and risk analysis (red flagging) functionalities	Electronic (html)	In the national languages and English where possible	Oversight and law enforcement agencies, decision making officials, CSOs watchdogs; users from the public	4 - 18
IV. Distribution of activities to each applicant/co-applicant/their affiliated entity(ies) in this work package					
Activity No.	Name of the activity		Applicant/co-applicant/affiliated entity(ies)		
2.1	Scoping data and building datasets in 16 countries		Co-applicants from countries Groups A, B and C		

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2.2	Developing web platforms in 16 countries	Co-applicants from countries Groups A, B and C
Work package 3: Capacity development		
I. Objective(s) of this work package (expected outcome)		
Capacity development for law enforcement, government agencies, civil society and media to use data and tech tools in detection and prevention of political corruption		
Activity 3.1 Capacity development, training tools and materials (tutorials, guides, podcasts, etc.) and pilot testing of web platforms with prospective users. In parallel to the development of web platforms with risk-management functionalities supported by TI-S, co-applicants will engage intended users from law enforcement, government agencies, civil society watchdogs, and media outlets in pilot testing web platforms and all functionalities. With support of TI-S, as per WP1 Activities 1.5 and 1.6.		
Activity 3.2 Engaging prospective and target users in the use of platforms (all countries) and risk indicators (in at least seven countries). This activity involves engaging prospective users of visualisation, analytical and risk-management tools after web platforms go online, through the organisation of hackathons, working meetings, webinars, and workshops as appropriate.		
III.a. Expected output(s) (excl. deliverables) of this work package		
Output No.	Output (a)	Explanation (b)
3.1	At least 16 user toolkits (each toolkit may consist of demos, written guides, and video tutorials in case of risk-analysis tools) targeting prospective platform users	Customised step-by-step accompanying material with basic instructions to make best use of platforms (and risk analysis tools where applicable). This may include a FOI BOT for database review and automate FOI usage.

3.2	At least 55 bilateral and multilateral working sessions or interactions with approx. 500 target users and stakeholders through hackathons, webinars, workshops, working meetings and helpdesk services (approx. 6 sessions with approx. total of 10 users, in 7 countries group C; <u>2 sessions in countries group B</u> ; one session in countries group A)	Co-applicants will conduct bilateral and multilateral working sessions with targeted users. Prior to the finalisation of web platforms, to assess user experience, identify bottlenecks and improve the quality of analytical and visualisation tools. Once platforms are online and running, to provide training and assist the analysis of output values of corruption risk indicators
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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	16 User toolkits (written guide, video tutorials, audio podcasts, demos) for all countries	Digital and print	National languages	Targeted representatives from law enforcement, government agencies, civil society watchdogs, and media outlets, general public	9-20
3.2	Working meeting notes with participant lists	Digital and print	National languages	Targeted representatives of law enforcement, government agencies, civil society watchdogs, and media outlets	16-24

3.3	Outputs from meeting notes where applicable (charts, data, infographics, findings, blogs)	Digital	National languages	Targeted representatives of law enforcement, government agencies, civil society watchdogs, and media outlets	16-24
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IV. Distribution of activities to each applicant/co-applicant/their affiliated entity(ies) in this work package

Activity No.	Name of the activity	Applicant/co-applicant/affiliated entity(ies)
3.1	Activity 3.1 Developing training tools and materials (tutorials, guides, podcasts, etc.) and pilot testing with prospective users of web platforms	Co-applicants from country groups B and C. Group A countries will review and use material as provided by TI-S
3.2	Activity 3.2 Engaging prospective and target users in the use of platforms and risk indicators (hackathons, meetings, webinars, workshops).	Co-applicants from country groups A, B and C

Work package 4 : Analysis and compilation on best practice and lessons learnt

I. Objective(s) of this work package (expected outcome)

Analysis and compilation of best practical tech/data-based tools, policies, legislation and institutions which are conducive to deterring political corruption

II. Description of the work (activities)

4.1 Identification and systematisation of applicable regulations (laws, by-laws, rules) and implementation and compliance practices (consultations, user-oriented services). Parallel to data scoping and dataset building, co-applicants will actively identify, organise and file relevant rules from laws, by-laws, regulations, policies and other disclosure requirements that apply to selected datasets. Additionally, co-applicants will conduct expert surveys to capture behavioural efforts by a range of officials from law enforcement, oversight and regulatory institutions in the implementation of such regulations, such as consultation, user-oriented services, etc. With regards to business registry information (where applicable), the resulting trackers will directly draw from and interact with the web-based repositories prepared by the “Civil Society Advancing Beneficial Ownership Transparency” project (ABOT) (see 4.3.1).

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4.2 Analysis and tracking of the performance of frameworks and behaviours vs compliance and detection capacity. Building an understanding of the factors that explain the performance of regulations and implementation practices in each of Group C countries will inform reflection by advisory group participants in the context of the European community of practice presented in WP 5.

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

Output No.	Output (a)	Explanation (b)
4.1	16 online trackers of regulations and implementation practices	The compilation results from an ongoing identification of the relevant rules from laws, by-laws, regulations, policies and other disclosure requirements that apply to selected datasets, as well as efforts by a range of different officials and public institutions in the enforcement of such regulations.

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	16 webpage files with documentation of existing regulatory framework and implementation practices	Electronic (html)	National language		12- 18

IV. Distribution of activities to each applicant/co-applicant/their affiliated entity(ies) in this work package

Activity No.	Name of the activity	Applicant/co-applicant/affiliated entity(ies)
4.1	Identification and systematisation of applicable regulations (laws, by-laws, rules) and implementation and compliance practices (consultations, user-oriented services).	Co-applicants from Groups A, B and C countries

Work package 5: Active European community of practice		
I. Objective(s) of this work package (expected outcome)		
Creating a European Community of Practice aimed at continuous sharing lessons learnt and best practice and advocacy for higher political integrity data standards		
II. Description of the work (activities)		
5.1 Engaging stakeholders in a national advisory group (NAG). Following general guidance co-created through WP1 1.2, co-applicants will regularly convene an informal group of stakeholders at different steps throughout the action. Co-applicants will invite to these groups working level leadership from: law enforcement, oversight, government agencies; civil society watchdogs, media outlets, research institutions. This activity consists of co-applicants' ongoing and sustained engagement with them from consultation on data selection, corruption risk indicators development (where applicable), to the analysis of the performance of regulatory frameworks and implementation practices, as well as output values generated by web platform functionalities.		
5.2 Connecting participants of national advisory groups in a European Community of Practice. Co-applicants will collaborate with TI-EU and TI-S (WP1 1.11) in matchmaking and promoting peer-to-peer engagement across borders. The result of these multiple cross-border interactions is a European community of practice. Matchmaking will be based on public agencies and co-applicants' complementary strengths regarding developing datasets, risk indicators and web-platforms. Co-applicants will host or participate in tailored cross-border exchanges with participants of other advisory groups.		
5.3 Strategic communications to advocate strengthened standards for prevention, detection and reduction of political corruption. Co-applicants, supported by TI-EU and TI-S (WP 1.11), will carry out strategic communications throughout the life of the action. Communication will in particular focus on data availability (prior to web platforms), trends in output reports (e.g., extent campaign donors win bids), and stories that illustrate how corrupt interests unduly influence legislative outcomes or resource allocation. Messaging will align with the overall objective of strengthening standards for prevention and detection of political corruption, and the importance of better disclosure of relevant data to attain that goal. Public communications stemming from NAGs and European Community of Practice exchanges will be used to the same end.		
III.a. Expected output(s) (excl. deliverables) of this work package		
Output No.	Output (a)	Explanation (b)
5.1	At least 30 NAG working meetings in 16 countries (2 per country)	Groups to convene informally at several steps throughout the project, from: (i) consultation for data scoping; (ii) development of risk indicators (Group C); (iii) regulatory performance analysis;(iv) analysis of risk indicators' output values; as well as (v) other in-country exchanges determined based on technical needs and strengths.

5.2	At least 14 cross-national exchanges and one 16-country conference of the European Community of Practice	Co-applicants supported by TI- EU and TI-S's matchmaking, will organise cross-border peer-to-peer exchanges amongst oversight agencies, journalists, and citizen watchdogs with complementary capacities, assisted by the Daphne Caruana Galizia Foundation when required. Exchanges will take place remotely or in-person and will aim to share practice and lessons learned. At the end of the project TI-EU will convene the resulting community of practice in conference in Brussels at the end of the action (circumstance permitting) and will establish web-based coordination and collaboration spaces to sustain peer-to-peer.			
5.3	Evidence-based public communications advocating strengthened prevention and detection of political corruption.	Co-applicants, supported by TI- EU and TI-S, will carry out strategic communications throughout the duration of the action, in particular as web platforms go online; Communications based on evidence will aim at strengthened detection, better disclosure of relevant data. Co-applicants will engage and target stakeholders represented in NAGs in their communications.			
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	Meeting notes and/or NAG statements	Electronic	National language	NAG participants: Representatives from law enforcement, oversight, government agencies; civil society watchdogs, media outlets, research institutions from country groups B and C	3-24
5.2	Concept notes, agendas and meeting notes related to cross-border peer-to-peer meeting agendas	Electronic	English	NAG participants involved in exchanges, all countries	13-24
5.3	Web-based platform for collaboration and coordination	Electronic	National language	NAG participants from country groups B and C	12 - 18

5.4	Communication materials (Press releases, blogposts, articles or op-eds highlighting relevant findings and case studies)	Electronic	National language (country level) and English (EU level)	Law enforcement, oversight government agencies; civil society watchdogs, media outlets, research institutions	16 - 24
IV. Distribution of activities to each applicant/co-applicant/their affiliated entity(ies) in this work package					
Activity No.	Name of the activity			Applicant/co-applicant/affiliated entity(ies)	
5.1	Engaging stakeholders in a national advisory groups (NAG)			Co-applicants from country groups A, B and C	
5.2	Connecting participants of national advisory groups in a European Community of Practice			Co-applicants from country groups A, B and C	
5.3	Strategic communications to advocate strengthened standards for prevention, detection and reduction of political corruption.			Co-applicants from country groups A, B and C	
				TI-EU and TI-S	

1. Timeline

FOR GROUP B

	2022												2023											
Number and name of the activity	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
	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 2.1 Scoping data and building datasets in 16 countries		X	X	X	X	X	X	X	X	X	X	X	X	X	X									
Activity 2.2 Developing web platforms in 15 countries				X	X	X	X	X	X	X	X	X	X	X	X	X	X							
Activity 3.1 Developing training tools and materials (tutorials, guides, podcasts, etc) and pilot testing with prospective users of web platforms									X	X	X	X	X	X	X	X	X	X						
Activity 3.2 Engaging prospective and target users in the use of platforms and risk indicators (hackathons, meetings, webinars, workshops).																X	X	X	X	X	X	X	X	X
Activity 4.1 Identification and systematisation of applicable regulations and implementation and compliance practices				X	X	X	X	X																
Activity 5.1 Engaging stakeholders in a national advisory groups (NAG)			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Activity 5.2 Connecting participants of national advisory groups in a European Community of Practice												X	X	X	X	X	X	X	X	X	X	X	X	X
Activity 5.3 Strategic communications to advocate strengthened standards for prevention, detection and reduction of political corruption.																X	X	X	X	X	X	X	X	X

2. MEL Targets

To be finalised during completion of MEL Plan by TI-S

Specific Objective 1: Improved ability of law enforcement and government oversight agents, civil society and media to measure and detect corruption risks and prevent political corruption.			
Indicator		Baseline	Target
1.1	Increase in the number of IW open-data online dashboards capable to process political corruption risk indicators (Group C countries only)	0	7
1.2	Increase in the number of red-flagging functionalities based on newly developed political corruption risk-indicators (by qualified users)	0	14
1.3	Increase in the number of interoperable political integrity datasets interfaced in web-based platforms produced by the action	18	39
1.4	Increase rate (%) in the number of searches (unique views) in all web-based platforms (general public)	(approx. 44,000)	100% increase
Specific Objective 2: Increased domestic and cross-border coordination and cooperation between relevant stakeholders in government, civil society and media.			
Indicator		Baseline	Target
2.1	Number of working meetings held by targeted users (in informal national advisory groups where applicable) with the purpose of scoping data, validation of risk indicators and analysis of red flags detected	0	16 (countries) / 32 meetings
2.2	Number of cross-national peer exchanges between domestic and/or EU stakeholders with complementary capacities (all countries eligible, matchmaking based on complementary strengths/needs)	0	8
2.3	Number of best practices in the use and analysis of political integrity datasets (arrangements, practical tech/data-based tools, behaviours) conducive to detection, prevention and deterrence of political corruption that are identified as result of domestic and cross-national peer exchanges	tbc	16

3. Communication with TI-S and Partners

The contacts persons at TI-S for the overall coordination of the project are Nadja Kostka (Project manager, nkostka@transparency.org) and for the financial oversight Alexandre Veste (Project Accountant, aveste@transparency.org).

The partner agrees to use the TI internal electronic exchange service Office 365 Teams, if adopted by Chapter, to communicate within the Consortium, to share documents and other useful resources.

Sharepoint/One Drive or E-mail 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.

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

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ANNEX II: Budget TI Spain

Ref.	Budget heading	TI Spain
A	Staff	15,550.00
B.1	Travel	600.00
B.2	Subsistence	1,380.00
E	Other direct costs	1,100.00
	Total Direct Costs A+B+C+D+E	18,630.00
F	Indirect costs (max 7%)	1,304.10
	Total Eligible Costs	19,934.10
	90% funded	17,940.69

Breakdown:

Budget heading	Name of Beneficiary	Activity	Description of item i.e. Who? What?	Unit (day, persons etc.)	Amount per unit in EURO	Number of units	Total EURO
A	TI Spain	Project Manager	Project Manager	days	150.00	35.00	5,250.00
A	TI Spain	Researcher	Researcher	days	130.00	70.00	9,100.00
A	TI Spain	Comms & Advocacy manager	Comms & Advocacy manager	days	100.00	12.00	1,200.00
B.2	TI Spain	Subsistence	Accommodation and DSA	lump sum	1.00	1,380.00	1,380.00
B.1	TI Spain	Travel	Flights	lump sum	1.00	600.00	600.00
E	TI Spain	Designer/editor	Infogram, flyers design, web dissemination materials	lump sum	1.00	1,100.00	1,100.00
F		Indirect costs	Office rent, phone, internet, office costs - 7%	lumpsum	1,304.10	1.00	1,304.10
							19,934.10

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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.

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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.
- 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. BRANDING

Upon request by TI-S, the Partner, when referring to activities, fully or partly financed in accordance with the Grant Agreement, shall recognize and make public that activities are financed by TI-S' donors.

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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."*

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 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 - Police'.* 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

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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:

- The minimum height of the EU emblem is 1 cm;
- The name of the European Union must always be spelled out in full;
- 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;
- 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.

ANNEX V: ODC Open Database License (ODbL)

Preamble

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“Database Right” – Means rights resulting from the Chapter III (“sui generis”) rights in the Database Directive (as amended and as transposed by member states), which includes the Extraction and Re-utilisation of the whole or a Substantial part of the Contents, as well as any similar rights available in the relevant jurisdiction under Section 10.4.

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Words in the singular include the plural and vice versa.

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