



GRANT AGREEMENT for an ACTION

AGREEMENT NUMBER – **OLAF/2012/D5/025**

The European Union ("the Union"), represented by the European Commission ("the Commission"), itself represented for the purposes of signature of this agreement by **Mr. Johan KHOUW**, Head of Unit Hercule, Pericles & EURO Protection, European Anti-Fraud Office (OLAF),

of the one part,

and

National Tax and Customs Administration with its registered office Széchenyi utca 2, H-1054 Budapest, Hungary, ("the beneficiary"), represented for the purposes of signature of this agreement by **Mr. Ildikó Vida, President**

of the other part,

HAVE AGREED

the **Special Conditions, General Conditions** and **Annexes** below:

- | | |
|------------------|---|
| Annex I | Description of the action |
| Annex II | Estimated budget of the action |
| Annex III | Technical implementation reports and financial statements to be submitted |
| Annex IV | Final report form |

which form an integral part of this agreement ("the agreement").

The terms set out in the Special Conditions shall take precedence over those in the other parts of the agreement.

The terms of the General Conditions shall take precedence over those in the Annexes.

I - SPECIAL CONDITIONS

ARTICLE I.1 – PURPOSE OF THE GRANT

- I.1.1 The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the Annexes to the agreement, which the beneficiary hereby declares that he has taken note of and accepts, for the action entitled "**Possibilities of improving international criminal co-operation against crimes threatening economic and financial security of the European Union**" ("the action").
- I.1.2 The beneficiary accepts the grant and undertakes to do everything in his power to carry out the action as described in Annex I, acting on his own responsibility.

ARTICLE I.2 - DURATION

- I.2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- I.2.2 The action shall run **from 25/03/2013** ("the starting date of the action") until **28/03/2013** ("the closing date of the action"). Expenditure, related to the action, can be considered eligible from the date when the last of the two parties signs the agreement until **28/06/2013**.

ARTICLE I.3 - FINANCING THE ACTION

- I.3.1 The total cost of the action is estimated at € **95 791.81**, as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for Union funding under the terms of Article II.14, of any other costs that the action may entail, and of all receipts, so that receipts and costs balance.
- I.3.2 The total eligible costs of the action for which the Commission grant is awarded are estimated at € **95 791.81**, as shown in the estimated budget in Annex II.
- Indirect costs are eligible for flat-rate funding of 7% of the total direct eligible costs, subject to the conditions laid down in Article II.14.3.
- I.3.3 The Commission shall contribute a maximum of € **76 633.45**, equivalent to **80.00 %** of the estimated total eligible costs indicated in paragraph 2. The amount of the Union contribution is further limited to 80,00 % of the total costs of the action. The final amount of the grant shall be determined as specified in Article II.17, without prejudice to Article II.19.

The Union grant may not finance the entire costs of the action. The amounts and sources of co-financing other than from Union funds shall be set out in the estimated budget referred to in paragraph 1.

- I.3.4 By way of derogation from Article II.13, the beneficiary may, when carrying out the action, adjust the estimated budget by transfers between headings of eligible costs, provided that this adjustment of expenditure does not affect the implementation of the action and the transfer between headings does not exceed 10% of the amount of each heading of estimated eligible costs for which the transfer is intended, and without exceeding the total eligible costs indicated in paragraph 2. He shall inform the Commission in writing.

ARTICLE I.4 - PAYMENT ARRANGEMENTS

I.4.1 Pre-financing:

Within 45 days of the date when the last of the two parties signs the agreement a pre-financing payment of € **38 316.73** shall be made to the beneficiary, representing **50.00 %** of the amount specified in Article I.3.3.

I.4.2 Payment of the balance

The request for payment of the balance shall be accompanied by the final technical implementation report and financial statement specified in Article II.15.4.

The Commission shall have 45 days to approve or reject the technical implementation report or to request additional supporting documents or information under the procedure laid down in Article II.15.4. In that case, the beneficiary shall have 30 days to submit the additional information or a new report.

A payment representing the balance of the grant determined in accordance with Article II.17 shall be made to the beneficiary within 45 days following approval by the Commission of the technical implementation report accompanying the request for payment of the balance.

The Commission may suspend the period for payment in accordance with the procedure in Article II.16.2.

ARTICLE I.5 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS

The provisions relating to the submission of the technical implementation reports, financial statements and other documents referred to in Article I.4 are contained in Annex III.

The technical implementation reports, financial statements and other documents referred to in Article I.4 must be submitted in 2 copies in English on the following dates:

- final technical implementation report and financial statement: within 3 months following the closing date of the action specified in Article I.2.2., covering the period from the starting date of the action until the closing date of the action mentioned in article I.2.2.

ARTICLE I.6 - BANK ACCOUNT

Payments shall be made to the beneficiary's bank account or sub-account denominated in euro, as indicated below:

Name of bank:	Hungarian State Treasury
Address of branch:	
Precise denomination of the account holder:	Nemzeti Adó és Vámhivatal
Full account number (including bank codes):	HU86100230020029938900000000

This account or sub-account must identify the payments made by the Commission and must be reserved exclusively for EU funds received for carrying out the action for which the grant is awarded. If the funds paid to this account or sub-account yield interest or equivalent benefits under the law of the State on whose territory the account is opened, such interest or benefits shall, if they are generated by pre-financing payments, be recovered by the Commission as specified in Article II.16.4.

ARTICLE I. 7 -GENERAL ADMINISTRATIVE PROVISIONS

1. Any communication addressed to the Commission in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following addresses:

Requests for payment and other financial information must be addressed to:

European Commission
European Anti-Fraud Office (OLAF)
Mr. K. Binon
Acting Head of Unit OLAF/R.2,
J-30 01/116
B-1049 BRUSSELS

E-mail address: Koen.Binon@ec.europa.eu

The technical reports and all other correspondence must be sent to:

European Commission
European Anti-Fraud Office (OLAF)
Mr. Johan Khouw
Head of Unit Hercule, Pericles & EURO protection, Unit OLAF/D.5
J-30 01/020,
B-1049 BRUSSELS
BELGIUM
E-mail address: Johan.Khouw@ec.europa.eu

2. Ordinary mail shall be considered to have been received by the Commission on the date on which it is formally registered by the Commission unit responsible referred to above. E-mail shall be considered as received on the date it is received. However, if the beneficiary receives a reply asking him to re-direct the e-mail, it shall not be considered as received until the correctly re-directed e-mail is received.
3. Any communication addressed to the beneficiary in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following address:
Ildikó Vida
Széchenyi utca 2,
H-1054 Budapest,
Hungary
E-mail address: international@nav.go.hu
4. Any change of address by the beneficiary shall be communicated in writing to the Commission.

ARTICLE I.8 - LAW APPLICABLE AND COMPETENT COURT

The grant is governed by the terms of the agreement, the Union law applicable and, on a subsidiary basis, by the law of Belgium relating to grants.

The beneficiary may bring legal proceedings regarding decisions by the Commission concerning the application of the provisions of the agreement, and the arrangements for implementing it, before the Court of First Instance of the European Communities and, in the event of appeal, the Court of Justice of the European Communities.

ARTICLE I.9 – DATA PROTECTION

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by OLAF, without prejudice to the possibility of passing the data to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Union.

Beneficiaries may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to OLAF. Beneficiaries may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

II -GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 - LIABILITY

- II.1.1 The beneficiary shall have sole responsibility for complying with any legal obligations incumbent on him.
- II.1.2 The Commission shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused during the action's execution. Consequently, the Commission will not entertain any request for indemnity or reimbursement accompanying any such claim.
- II.1.3 Except in cases of *force majeure*, the beneficiary shall make good any damage sustained by the Commission as a result of the execution or faulty execution of the action.
- II.1.4 The beneficiary shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.2 - CONFLICT OF INTERESTS

- II.2.1 The beneficiary undertakes to take all the necessary measures to prevent any risk of conflict of interests which could affect the impartial and objective performance of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.
- II.2.2 Any situation constituting or likely to lead to a conflict of interests during the performance of the agreement must be brought to the attention of the Commission, in writing, without delay. The beneficiary shall undertake to take whatever steps are necessary to rectify this situation at once.
- II.2.3 The Commission reserves the right to check that the measures taken are appropriate and may demand that the beneficiary take additional measures, if necessary, within a certain time.

ARTICLE II.3 - OWNERSHIP/USE OF THE RESULTS

- II.3.1 Unless stipulated otherwise in this agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the beneficiary.
- II.3.2 Without prejudice to paragraph 1, the beneficiary grants the Commission the right to make free use of the results of the action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

ARTICLE II.4 - CONFIDENTIALITY

The Commission and the beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

ARTICLE II.5 - PUBLICITY

II.5.1 Unless the Commission requests otherwise, any communication or publication by the beneficiary about the action, including at a conference or seminar, shall indicate that the action has received funding from the Union.

Any communication or publication by the beneficiary, in any form and medium, shall indicate that sole responsibility lies with the author and that the Commission is not responsible for any use that may be made of the information contained therein.

II.5.2 The beneficiary authorises the Commission to publish the following information in any form and medium, including via the Internet:

- the beneficiary's name and the address,
- the subject and purpose of the grant,
- the amount granted and the proportion of the action's total cost covered by the funding.

Upon a reasoned and duly substantiated request by the beneficiary, the Commission may agree to forgo such publicity, if disclosure of the information indicated above would risk compromising the beneficiary's security or prejudicing his commercial interests.

ARTICLE II.6 - EVALUATION

Whenever the Commission carries out an interim or final evaluation of the action's impact measured against the objectives of the Union programme concerned, the beneficiary undertakes to make available to the Commission and/or persons authorised by it all such documents or information, including information in electronic format, as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.19.

ARTICLE II.7 - SUSPENSION

II.7.1 The beneficiary may suspend implementation of the action if exceptional circumstances make this impossible or excessively difficult, notably in the event of *force majeure*. He shall inform the Commission without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

II.7.2 If the Commission does not terminate the agreement under Article II.11.2, the beneficiary shall resume implementation once circumstances allow and shall inform the Commission accordingly. The duration of the action shall be extended by a period equivalent to the length of the suspension. In accordance with Article II.13, a supplementary written agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.8 - FORCE MAJEURE

II.8.1 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under this agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in

equipment or material or delays in making them available (unless due to *force majeure*), labour disputes, strikes or financial difficulties cannot be invoked as *force majeure* by the defaulting party.

II.8.2 A party faced with *force majeure* shall inform the other party without delay by registered letter with acknowledgement of receipt or equivalent, stating the nature, probable duration and foreseeable effects.

II.8.3 Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by *force majeure*. The parties shall make every effort to minimise any damage due to *force majeure*.

II.8.4 The action may be suspended in accordance with Article II.7.

ARTICLE II.9 - AWARD OF CONTRACTS

II.9.1 If the beneficiary has to conclude contracts in order to carry out the action and they constitute costs of the action under an item of eligible direct costs in the estimated budget, he shall award the contract to the bid offering best value for money; in doing so, he shall take care to avoid any conflict of interests.

II.9.2 Contracts as referred to in paragraph 1 may be awarded only in the following cases:

- (a) they may only cover the execution of a limited part of the action;
- (b) recourse to the award of contracts must be justified having regard to the nature of the action and what is necessary for its implementation;
- (c) the tasks concerned must be set out in Annex I and the corresponding estimated costs must be set out in detail in the budget in Annex II;
- (d) any recourse to the award of contracts while the action is under way, if not provided for in the initial grant application, shall be subject to prior written authorisation by the Commission;
- (e) the beneficiary shall retain sole responsibility for carrying out the action and for compliance with the provisions of the agreement. The beneficiary must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Commission under the agreement;
- (f) the beneficiary must undertake to ensure that the conditions applicable to him under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.19 of the agreement are also applicable to the contractor.

ARTICLE II.10 - ASSIGNMENT

II.10.1 Claims against the Commission may not be transferred.

II.10.2 In exceptional circumstances, where the situation warrants it, the Commission may authorise the assignment of the agreement, or part thereof, and payments flowing from it to a third party, following a written request to that effect, giving reasons, from the beneficiary. If the Commission agrees, it must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms

thereof, the assignment shall not be enforceable against and shall have no effect on the Commission.

II.10.3 In no circumstances shall such an assignment release the beneficiary from his obligations to the Commission.

ARTICLE II.11 – TERMINATION OF THE AGREEMENT

II.11.1 Termination by the beneficiary

In duly justified cases, the beneficiary may withdraw his request for a grant and terminate the agreement at any time by giving 60 days' written notice stating the reasons, without being required to furnish any indemnity on this account. If no reasons are given or if the Commission does not accept the reasons, the beneficiary shall be deemed to have terminated this agreement improperly, with the consequences set out in the third subparagraph of paragraph 4.

II.11.2 Termination by the Commission

The Commission may decide to terminate the agreement, without any indemnity on its part, in the following circumstances:

- (a) in the event of a change to the beneficiary's legal, financial, technical, organisational or ownership situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;
- (b) if the beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;
- (c) in the event of *force majeure*, notified in accordance with Article II.8, or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.7;
- (d) if the beneficiary is declared bankrupt, is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (e) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of professional misconduct; ;
- (f) if the beneficiary has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
- (g) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (h) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the grant;
- (i) if the beneficiary has made false declarations or submits reports inconsistent with reality to obtain the grant provided for in the agreement.

In the cases referred to in points (e), (g) and (h) above, any related person shall mean any physical person with powers of representation, decision-making or control in relation to the beneficiary. Any related entity shall mean in particular any entity which meets the criteria laid down by Article 1 of the Seventh Council Directive n° 83/349/EEC of 13 June 1983.

II.11.3 Termination procedure

The procedure is initiated by registered letter with acknowledgement of receipt or equivalent.

In the cases referred to in points (a), (b), (d), (e), (g) and (h) above, the beneficiary shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If the Commission fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the termination procedure shall continue to run.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when notification of the Commission's decision to terminate the agreement is received.

If notice is not given in the cases referred to in points (c), (f) and (i) above, termination shall take effect from the day following the date on which notification of the Commission's decision to terminate the agreement is received.

II.11.4 Effects of termination

In the event of termination, payments by the Commission shall be limited to the eligible costs actually incurred by the beneficiary up to the date when termination takes effect, in accordance with Article II.17. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

The beneficiary shall have 60 days from the date when termination takes effect, as notified by the Commission, to produce a request for final payment in accordance with Article II.15.4. If no request for final payment is received within this time limit, the Commission shall not reimburse the expenditure incurred by the beneficiary up to the date of termination and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Commission.

By way of exception, at the end of the period of notice referred to in paragraph 3, where the Commission is terminating the agreement on the grounds that the beneficiary has failed to produce the final technical implementation report and financial statement within the deadline stipulated in Article I.5 and the beneficiary has still not complied with this obligation within two months following the written reminder sent by the Commission by registered letter with acknowledgement of receipt or equivalent, the Commission shall not reimburse the expenditure incurred by the beneficiary up to the date on which the action ended and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Commission.

By way of exception, in the event of improper termination by the beneficiary or termination by the Commission on the grounds set out in points (a), (e), (g), (h) or (i) above, the Commission may require the partial or total repayment of sums already paid under the agreement on the basis of technical implementation reports and financial statements approved by the Commission, in proportion to the gravity of the failings in question and after allowing the beneficiary to submit his observations.

ARTICLE II.12 - FINANCIAL PENALTIES

II.12.1 By virtue of the Financial Regulation applicable to the General Budget of the European Communities, any beneficiary declared to be in grave breach of his obligations shall be liable to financial penalties of between 2% and 10% of the value of the grant in question, with due regard for the principle of proportionality.

II.12.2 This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the establishment of the first.

II.12.3 The beneficiary shall be notified in writing of any decision by the Commission to apply such financial penalties.

ARTICLE II.13 - SUPPLEMENTARY AGREEMENTS

II.13.1 Any amendment to the grant conditions must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

II.13.2 The supplementary agreement may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the grant or result in unequal treatment of applicants.

II.13.3 If the request for amendment is made by the beneficiary, he must send it to the Commission in good time before it is due to take effect and at all events one month before the closing date of the action, except in cases duly substantiated by the beneficiary and accepted by the Commission.

PART B - FINANCIAL PROVISIONS

ARTICLE II.14 - ELIGIBLE COSTS

II.14.1 Eligible costs of the action are costs actually incurred by the beneficiary, which meet the following criteria:

- they are incurred during the duration of the action as specified in Article I.2.2 of the agreement, with the exception of costs relating to final reports and certificates on the action's financial statements and underlying accounts;
- they are connected with the subject of the agreement and they are indicated in the estimated overall budget of the action;
- they are necessary for the implementation of the action which is the subject of the grant;
- they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the usual cost-accounting practices of the beneficiary;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

The beneficiary's accounting and internal auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the action with the corresponding accounting statements and supporting documents.

II.14.2 The eligible direct costs for the action are those costs which, with due regard for the conditions of eligibility set out in Article II.14.1, are identifiable as specific costs directly linked to the performance of the action and which can therefore be booked to it direct. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in the previous paragraph:

- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the beneficiary's usual policy on remuneration.

The corresponding salary costs of personnel of national administrations are eligible to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the project concerned were not undertaken;

- travel and subsistence allowances for staff taking part in the action, provided that they are in line with the beneficiary's usual practices on travel costs or do not exceed the scales approved annually by the Commission;
- the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the beneficiary and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by the Commission, except where the nature and/or the context of its use justifies different treatment by the Commission;

- costs of consumables and supplies, provided that they are identifiable and assigned to the action;
- costs entailed by other contracts awarded by the beneficiary for the purposes of carrying out the action, provided that the conditions laid down in Article II.9 are met;
- costs arising directly from requirements imposed by the agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees).

II.14.3 The eligible indirect costs for the action are those costs which, with due regard for the conditions of eligibility described in Article II.14.1, are not identifiable as specific costs directly linked to performance of the action which can be booked to it direct, but which can be identified and justified by the beneficiary using his accounting system as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

By way of derogation from Article II.14.1, the indirect costs incurred in carrying out the action may be eligible for flat-rate funding fixed at not more than 7% of the total eligible direct costs. If provision is made in Article I.3.2 for flat-rate funding in respect of indirect costs, they need not be supported by accounting documents.

II.14.4 The following costs shall not be considered eligible:

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the beneficiary can show that he is unable to recover it according to the applicable national legislation. VAT paid by public bodies is not an eligible cost;
- costs declared by the beneficiary and covered by another action or work programme receiving a Union grant;
- excessive or reckless expenditure.

II.14.5 Contributions in kind shall not constitute eligible costs. However, the Commission can accept, if considered necessary or appropriate, that the co-financing of the action referred to in Article I.3.3 should be made up entirely or in part of contributions in kind. In this case, the value calculated for such contributions must not exceed:

- the costs actually borne and duly supported by accounting documents of the third parties who made these contributions to the beneficiary free of charge but bear the corresponding costs;
- the costs generally accepted on the market in question for the type of contribution concerned when no costs are borne.

Contributions involving buildings shall not be covered by this possibility.

In the case of co-financing in kind, a financial value shall be placed on the contributions and the same amount will be included in the costs of the action as ineligible costs and in receipts from the action as co-financing in kind. The

beneficiary shall undertake to obtain these contributions as provided for in the agreement.

II.14.6 By way of derogation from paragraph 3, indirect costs shall not be eligible under an action grant awarded to a beneficiary who already receives an operating grant from the Commission during the period in question.

ARTICLE II.15 - REQUESTS FOR PAYMENT

Payments shall be made in accordance with Article I.4 of the Special Conditions.

II.15.1 Pre-financing

Pre-financing is intended to provide the beneficiary with a float.

Where required by the provisions of Article I.4 on pre-financing, the beneficiary shall provide a financial guarantee from a bank or an approved financial institution established in one of the Member States of the Union.

The guarantor shall stand as first call guarantor and shall not require the Commission to have recourse against the principal debtor (the beneficiary).

The financial guarantee shall remain in force until final payments by the Commission match the proportion of the total grant accounted for by pre-financing. The Commission undertakes to release the guarantee within 30 days following that date.

II.15.2 Further pre-financing payments

Where pre-financing is divided into several instalments, the beneficiary may request a further pre-financing payment once he has used up the percentage of the previous payment specified in the provisions of Article I.4 on further pre-financing. The request shall be accompanied by the following documents:

- a detailed statement of the eligible costs actually incurred;
- where required by the above-mentioned provisions of Article I.4, a financial guarantee in accordance with paragraph 1;
- where required by the above-mentioned provisions of Article I.4, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or, in case of public bodies, by a competent and independent public officer;
- any other documents in support of his request that may be required in support of the request for further pre-financing payments.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes.

II.15.3 Interim payments

Interim payments are intended to reimburse the beneficiary for expenditure on the basis of a detailed statement of the costs incurred, once the action has reached a certain level of completion. It may clear all or part of any pre-financing.

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the action;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget;

- where required by the provisions of Article I.4 on interim payment, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or, in case of public bodies, by a competent and independent public officer. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the beneficiary in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the agreement.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes. The beneficiary shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, the Commission shall have the period specified in Article I.4 in order to:

- approve the interim report on implementation of the action;
- ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

Failing a written reply from the Commission within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of their regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Requests for additional information or a new report shall be notified to the beneficiary in writing.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The beneficiary shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking Article II.11.2 (b).

II.15.4 Payment of the balance

Payment of the balance, which may not be repeated, is made after the end of the action on the basis of the costs actually incurred by the beneficiary in carrying out the action. It may take the form of a recovery order where the total amount of earlier payments is greater than the amount of the final grant determined in accordance with Article II.17.

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the implementation of the action;

- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- a full summary statement of the receipts and expenditure of the action;
- where required by the provisions of Article I.4 on payment of the balance, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or, in case of public bodies, by a competent and independent public officer. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the beneficiary in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the agreement.

The documents accompanying the request for payment shall be drawn up in accordance with the provisions of Article I.5 and the annexes. The beneficiary shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, the Commission shall have the period specified in Article I.4 in order to:

- approve the final report on implementation of the action;
- ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

Failing a written reply from the Commission within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of their regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Requests for additional information or a new report shall be notified to the beneficiary in writing.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The beneficiary shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking Article II.11.2 (b).

ARTICLE II.16 -GENERAL PROVISIONS ON PAYMENTS

II.16.1 Payments shall be made by the Commission in euro. Any conversion of actual costs into euros shall be made at the daily rate published in the Official Journal of the European Union or, failing that, at the monthly accounting rate established by the Commission and published on its website applicable on the day when the payment order is issued by the Commission, unless the Special Conditions of the agreement lay down specific provisions.

Payments by the Commission shall be deemed to be effected on the date when they are debited to the Commission's account.

II.16.2 The Commission may suspend the period for payment laid down in Article I.4 at any time for the purposes of additional checks by notifying the beneficiary that his request for payment cannot be met, either because it does not comply with the provisions of the agreement, or because the appropriate supporting documents have not been produced or because there is a suspicion that some of the expenses in the financial statement are not eligible.

The Commission may suspend its payments at any time if the beneficiary is found or presumed to have infringed the provisions of the agreement, in particular in the wake of the audits and checks provided for in Article II.19.

The Commission may also suspend its payments:

- if there is a suspicion of irregularity committed by the beneficiary in the implementation of the grant agreement;
- if there is a suspected or established irregularity committed by the beneficiary in the implementation of another grant agreement or grant decision funded by the General Budget of the Union or by any other budget managed by it. In such cases, suspension of the payments will only proceed where the suspected or established irregularity can affect the implementation of the current grant agreement.

The Commission shall inform the beneficiary as soon as possible of any such suspension by registered letter with acknowledgement of receipt or equivalent, setting out the reasons for suspension.

Suspension shall take effect on the date when notice is sent by the Commission. The remaining payment period shall start to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by the Commission.

II.16.3 On expiry of the period for payment specified in Article I.4, and without prejudice to paragraph 2 of this Article, the beneficiary is entitled to interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the Union.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest shall not be treated as a receipt for the action for the purposes of determining the final grant within the meaning of Article II.17.4. The suspension of payment by the Commission may not be considered as late payment.

By way of exception, when the interest calculated in accordance with the provisions of the first and second subparagraphs is lower than or equal to EUR 200, it shall be paid to the beneficiary only upon demand submitted within two months of receiving late payment.

II.16.4 The Commission shall deduct the interest yielded by pre-financing which exceeds EUR 50 000, as provided for in Article I.4, from the payment of the balance of the

amount due to the beneficiary. The interest shall not be treated as a receipt for the action within the meaning of Article II.17.4.

Where the pre-financing payments exceed EUR 750 000 per agreement at the end of each financial year, the interest shall be recovered for each reporting period. Taking account of the risks associated with the management environment and the nature of actions financed, the Commission may recover the interest generated by pre-financing lower than EUR 750 000 at least once a year.

Where the interest yielded exceeds the balance of the amount due to the beneficiary as indicated in Article II.15.4, or is generated by pre-financing referred to in the previous subparagraph, the Commission shall recover it in accordance with Article II.18.

Interest yielded by pre-financing paid to Member States is not due to the Commission.

II.16.5 The beneficiary shall have two months from the date of notification by the Commission of the final amount of the grant determining the amount of the payment of the balance or the recovery order pursuant to Article II.17 or, failing that, of the date on which the payment of the balance was received, to request information in writing on the determination of the final grant, giving reasons for any disagreement. After this time such requests will no longer be considered. The Commission undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply.

This procedure is without prejudice to the beneficiary's right to appeal against the Commission's decision pursuant to Article I.8. Under the terms of Union law in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

ARTICLE II.17 - DETERMINING THE FINAL GRANT

II.17.1 Without prejudice to information obtained subsequently pursuant to Article II.19, the Commission shall adopt the amount of the final payment to be granted to the beneficiary on the basis of the documents referred to in Article II.15.4 which it has approved.

II.17.2 The total amount paid to the beneficiary by the Commission may not in any circumstances exceed the maximum amount of the grant laid down in Article I.3.3, even if the total actual eligible costs exceed the estimated total eligible costs specified in Article I.3.2.

II.17.3 If the actual eligible costs when the action ends are lower than the estimated total eligible costs, the Commission's contribution shall be limited to the amount obtained by applying the Union grant percentage specified in Article I.3.3 to the actual eligible costs approved by the Commission.

II.17.4 The beneficiary hereby agrees that the grant shall be limited to the amount necessary to balance the action's receipts and expenditure and that it may not in any circumstances produce a profit for him.

Profit shall mean any surplus of total actual receipts attributable to the action over the total actual costs of the action. The actual receipts to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the beneficiary for financing other than the Union grant, to which shall be added the amount of the

grant determined by applying the principles laid down in paragraphs 2 and 3 of this article. For the purposes of this article, only actual costs falling within the categories set out in the estimated budget referred to in Article I.3.1 and contained in Annex II shall be taken into account; non-eligible costs shall always be covered by non-Union resources.

Any surplus determined in this way shall result in a corresponding reduction in the amount of the grant.

II.17.5 Without prejudice to the right to terminate the agreement under Article II.11, and without prejudice to the right of the Commission to apply the penalties referred to in Article II.12, if the action is not implemented or is implemented poorly, partially or late, the Commission may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in this agreement.

II.17.6 On the basis of the amount of the final payment determined in this way and of the aggregate amount of the payments already made under the terms of the agreement, the Commission shall set the amount of the payment of the balance as being the amount still owing to the beneficiary. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the Commission shall issue a recovery order for the surplus.

ARTICLE II.18 - RECOVERY

II.18.1 If any amount is unduly paid to the beneficiary or if recovery is justified under the terms of the agreement, the beneficiary undertakes to repay the Commission the sum in question on whatever terms and by whatever date it may specify.

II.18.2 If the beneficiary fails to pay by the date set by the Commission, the sum due shall bear interest at the rate indicated in Article II.16.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Commission receives full payment of the amount owed, inclusive.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal.

II.18.3 If payment has not been made by the due date, sums owed to the Commission may be recovered by offsetting them against any sums owed to the beneficiary, after informing him accordingly by registered letter with acknowledgement of receipt or equivalent, or by calling in the financial guarantee provided in accordance with Article II.15.1. In exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Commission may recover by offsetting before the due date of the payment. The beneficiary's prior consent shall not be required.

II.18.4 Bank charges occasioned by the recovery of the sums owed to the Commission shall be borne solely by the beneficiary.

II.18.5 The beneficiary understands that, under Article 299 of the Treaty on the functioning of the European Union, the Commission may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the Court of First Instance of the European Communities.

ARTICLE II.19 - CHECKS AND AUDITS

II.19.1 The beneficiary undertakes to provide any detailed information, including information in electronic format, requested by the Commission or by any other outside body authorised by the Commission to check that the action and the provisions of the agreement are being properly implemented.

II.19.2 The beneficiary shall keep at the Commission's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement for a period of five years from the date of payment of the balance specified in Article I.4.

II.19.3 The beneficiary agrees that the Commission may have an audit of the use made of the grant carried out either directly by its own staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the agreement until the balance is paid and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by the Commission.

II.19.4 The beneficiary undertakes to allow Commission staff and outside personnel authorised by the Commission the appropriate right of access to sites and premises where the action is carried out and to all the information, including information in electronic format, needed in order to conduct such audits.

II.19.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Commission.

II.19.6 The Court of Auditors shall have the same rights as the Commission, notably right of access, as regards checks and audits.

SIGNATURES

For the beneficiary

Ildikó Vida
President

I. Vida 11.12.12

[signature]

Done at Budapest, [date]

01/08/2012

In duplicate in English.



For the Commission

Johan Khouw
Head of Unit
OLAF/D5

p.o. M. Hofman

[signature]

Done at Brussels, [date]

5/8/2012



European Anti-Fraud Office

Directorate D: Policy

Unit D.5: Hercule, Pericles & EURO Protection

ANNEX I – PROJECT TRAIN 2012-09-HU

**Summary Description of the Action
(Application Form Ref. Train 2012-09-HU is part of the Action Plan)**

DESCRIPTION OF THE ACTION (POINT III.2 APPLICATION FORM):

The agenda (including the presentations) of the conference and workshops shall be fully focussed and targeted to the protection of the financial interests of the European Union.

A four-day conference will be organised for police experts, prosecutors and national liaison officers of from 16 countries (Austria, Belgium, the Czech Republic, France, Germany, Hungary, Latvia, Lithuania, Netherlands, Poland, Romania, Slovakia, Slovenia, the United Kingdom, Switzerland and Croatia).

The conference will discuss and exchange experiences and best practices in the practical implementation of international cooperation. Experiences related to the practical implementation of the relevant regulations will also be exchanged (national legislation and international conventions, e.g. Naples II, Hungarian Act LIV of 2002 on the International Cooperation of Enforcement Bodies).

The objectives of the conference are to:

- facilitate cooperation among the countries concerned in taking practical action against international cross-border crime;
 - achieve more effective investigations of illegal cigarette factories and cigarette smuggling;
 - assess practical problems arising from different national legislations;
- prepare the ground for new *modi operandi*.

TARGET GROUP OF THE ACTION (POINT III.2 APPLICATION FORM):

Customs authorities, prosecutors' office, special service for national security (Hungary), international liaison officers.

Expected number of participants: 120

DATE AND PLACE:

25-28/03/2013 - Budapest.

INTERPRETATION: DE-EN-HU to DE-EN-HU

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SUBCONTRACTING

(SEE ARTICLE II.9 OF THE GRANT AGREEMENT)

Costs generated by contracts awarded by the beneficiary must only account for a limited part of the project for specific tasks of a specific duration

Subcontractors do not contribute financially to the project and therefore do not benefit from any intellectual property rights arising from the project. There should be no statutory link between subcontractors and the beneficiary, where this could lead to potential conflicts of interest and circumvention of the principle of non-profit. Where links exist, the Commission must be informed and give its prior approval.

Main rules for subcontracting:

Without prejudice to the application of Directive 2004/18/EC, when concluding external contracts in order to implement the project, the beneficiary must seek competitive tenders from potential contractors and award the bid offering best value for money, i.e. the best price/quality ratio. In doing so, the beneficiary must observe the principles of transparency and equal treatment of potential contractors, taking care to avoid any conflict of interest.

Subcontracting by a public body, where the need is demonstrated, must be awarded in accordance with the applicable national rules on public tendering and in conformity with EU directives on public tendering procedures.

For non-public bodies, where the value of the procurement contract awarded exceeds €60 000 and the need for subcontracting is demonstrated, the beneficiary must, in addition to complying with the above general rules, launch a call for tenders involving at least three potential contractors.

EVALUATION, PUBLICATION AND DISSEMINATION

(SEE POINT 2.2, 2.3 AND 2.5 APPLICATION FORM)

1. The completion of the OLAF Evaluation Form by the participants is obligatory (to be downloaded from the website http://ec.europa.eu/anti_fraud/about-us/funding/training/items/report_documents_en.htm)
2. A detailed analysis of the feedback (document to be downloaded from the website http://ec.europa.eu/anti_fraud/about-us/funding/training/items/report_documents_en.htm) is required from the beneficiary with the final technical report. A return rate of at least 75% is expected.
3. An abstract of every speaker's presentation(s) is required at least four weeks before the start of the event. This does not mean copies of the presentations but 10 - 15 lines of text explaining what the presentation will cover. This must, of course, relate to the relevant agenda item.
4. A final agenda must be forwarded to OLAF at least two weeks before the start of the event.
5. A final participant list must be forwarded to OLAF at least one week before the start of the event.
6. A draft invitation must be forwarded to OLAF before sending the final version to the participants.

PUBLICATION AND COMMUNICATION STRATEGY

Under the terms of the publication and communication strategy, beneficiaries must:

- Establish a link from the beneficiary's website (or dedicated website) to the Hercule II Programme website (http://ec.europa.eu/anti_fraud/about-us/funding/index_en.htm);
- Insert the OLAF logo and Hercule II Programme logo;
(http://ec.europa.eu/anti_fraud/about-us/funding/index_en.htm)
- Mention the support from the Hercule II Programme:
 - In every publication (title page) or related material (e.g. booklets, newsletters, leaflets);
 - In electronic information (e.g. websites, audio-visual material, videos, software);
 - At information events (conferences, seminars), as follows:

"This (event, publication, conference, training session etc.) is supported by the European Union Programme Hercule II (2007-2013). This programme is implemented by the European Commission. It was established to promote activities to combat fraud affecting the EU's financial interests, including cigarette smuggling and counterfeiting.

(for more information see

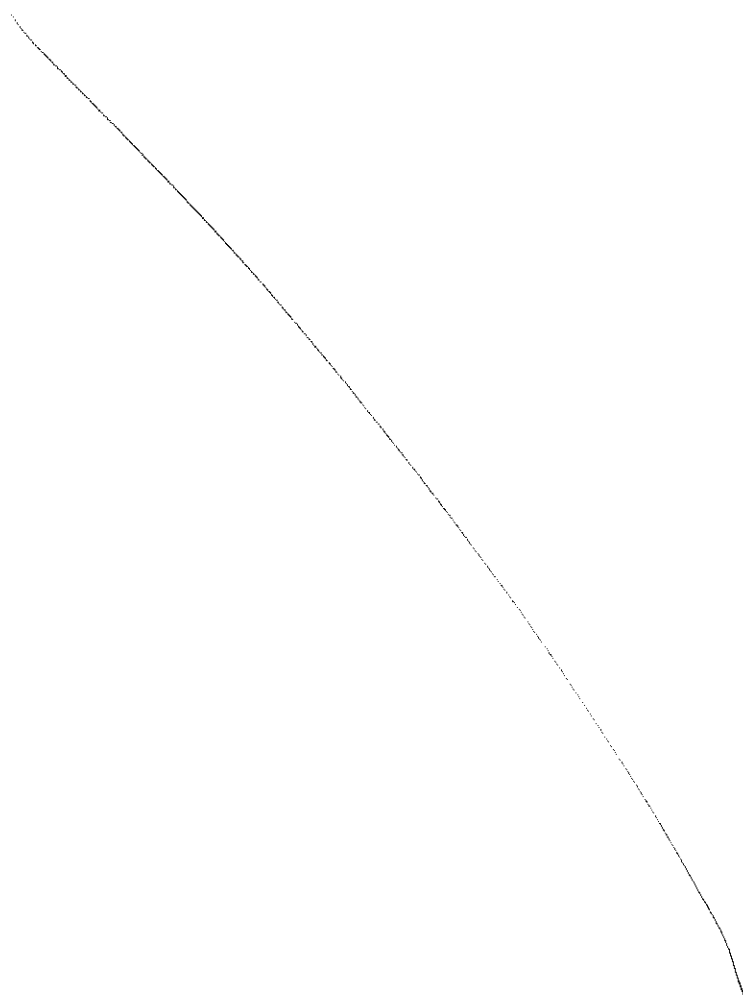
http://ec.europa.eu/anti_fraud/about-us/funding/index_en.htm)"

Any notice or publication by the beneficiary must specify, in whatever form and on/by whatever medium, including the internet, **"that it reflects the author's view and that the European Commission (OLAF) is not liable for any use that may be made of the information contained therein"**.

For publications, the following reference must also be included: **"The information contained in this publication does not necessarily reflect the position or opinion of the European Commission"**.

Beneficiaries may be asked to make the results available to the Commission in a form that is usable and suitable for their dissemination and copyright free: i.e. manuals, publications, software and internet sites.





ANNEX II - Estimated budget OLAF/2012/D5/025

All expenses must be justified
Budget amounts in EUR

EXPENDITURE

Staff dedicated to the action	8.940,00	
Staff costs	8.940,00	
Travel Costs	31.840,00	
Travel costs	31.840,00	
Subsistence Costs	33.026,45	
Accommodation	19.896,80	
Closing event	3.568,75	
Dinner	2.425,90	
Lunch	7.135,00	
Conference room and related charges	9.780,33	
Coffee breaks	4.566,25	
Interpreter booths	870,00	
Interpreters	3.920,00	
Technical equipment	424,08	
Miscellaneous Costs	5.938,28	
Translations / Badges / Badge holders / Pens / Notepads / Pendrives / Conference folders / Conference bags / Banner / Bank charges	5.938,28	
Sub total	89.525,06	
Other		
Indirect expenses (max 7%)	6.266,75	
TOTAL EXPENDITURE	95.791,81	

INCOME

Contribution from OLAF	76.633,45	
Applicant's contribution	19.158,36	
TOTAL INCOME	95.791,81	

Charged to OLAF	76.633,45	80,00 %
Charged to Beneficiary/Others	19.158,36	20,00 %

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HERCULE II PROGRAMME 2007-2013 - TRAINING PART

Annex II - Train-2012-09-HU

Beneficiary	Nemzeti Adó- és Vámhivatal (National Tax and Customs Administration)		
Country	HUNGARY		
Title of the Action	Possibilities for improving international criminal co-operation against crimes threatening economic and financial security of the European Union		
BUDGETED INCOME		BUDGETED EXPENSES	
Applicant's Contribution	19.158,36		
		DIRECT ELIGIBLE COSTS	
External Contributions	0,00	1. Staff Costs	8.940,00
		2. Conference Rooms and related Charges	9.780,33
Direct Receipts from the Action	0,00	3. Travel Costs	31.840,00
		4. Subsistence and hotel Costs	33.026,45
		5. Miscellaneous	5.938,28
		TOTAL DIRECT ELIGIBLE COSTS	89.525,06
Contribution sought from OLAF	76.633,45	INDIRECT ELIGIBLE COSTS	
		Indirect Expenses (Max. 7 %)	6.266,75
TOTAL INCOME	95.791,81	TOTAL EXPENDITURE	95.791,81

Percentage of the grant to the total cost	80,00%
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1. Staff Costs

Statutory staff: who work for the project with either a permanent or temporary individual employment contract with the applicant in accordance with the latter's national laws.

Name of the Person	Applicant	Country	Task to Perform	No. of Days	Daily Salary in €	Total in €
Ms. Mónika VÁRADI	NTCA	Hungary	Project manager	30,00	106,10	3.183,00
Ms. Vera MOLNÁR	NTCA	Hungary	Assistant project manager	40,00	65,40	2.616,00
						0,00
						0,00
						0,00
						0,00
Ms. Gabriella NAGY	NTCA	Hungary	Administrative assistant	15,00	73,20	1.098,00
						0,00
Mrs. Márta HUSZÁR	NTCA	Hungary	Administrative assistant	15,00	80,70	1.210,50
						0,00
Mr. Viktor HOMONNAI	NTCA	Hungary	Administrative assistant	15,00	55,50	832,50
				0,00	0,00	0,00
				0,00	0,00	0,00
				0,00	0,00	0,00
				0,00	0,00	0,00

External subcontracted staff: who work for the project as external consultants on the basis of a contract/invoice with the applicant in accordance with the latter's national laws.

Name of the Person	Subcontractor	Country	Task to Perform	No. of Days	Daily Salary in €	Total in €
				0,00	0,00	0,00
				0,00	0,00	0,00
				0,00	0,00	0,00
				0,00	0,00	0,00
				0,00	0,00	0,00
				0,00	0,00	0,00
				0,00	0,00	0,00
				0,00	0,00	0,00

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TOTAL	8.940,00
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2. Conference Rooms and related Charges

[illegible]

3. Travel Costs

[illegible]

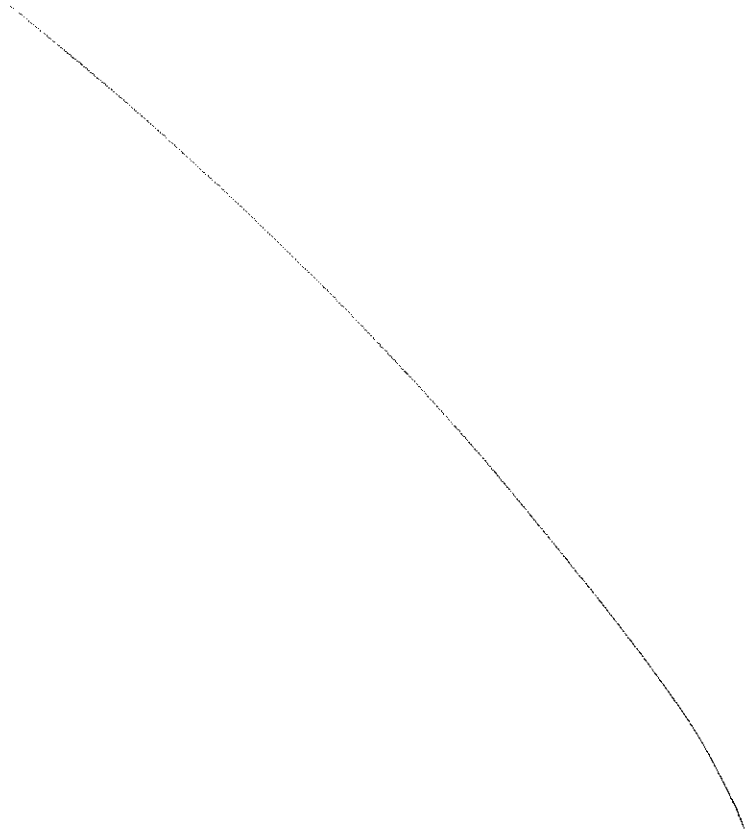
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			0,00	0,00	0,00	0,00
			0,00	0,00	0,00	0,00
			0,00	0,00	0,00	0,00
			0,00	0,00	0,00	0,00
			0,00	0,00	0,00	0,00
			0,00	0,00	0,00	0,00
			0,00	0,00	0,00	0,00
TOTAL			0,00	0,00	0,00	33.026,45

Re 20.04

SUMMARY BUDGET OF THE ACTION	
Total budgeted Expenditure = Total budgeted Income	
The Grey Boxes are to be filled in. The other Boxes are filled in automatically.	
Direct expenditure	
1. Staff Costs	8.940,00
2. Conference Rooms and related Charges	9.780,33
3. Travel Costs	31.840,00
4. Subsistence and hotel Costs	33.026,45
5. Miscellaneous	5.938,28
Sub total : Direct Eligible Costs	89.525,06
Indirect budgeted Expenses (Overheads) - To be filled in (Max. 7 % of total eligible costs)	
Total budgeted Expenditure	95.791,81
FINANCING OF THE BUDGETED EXPENDITURE	
To be filled in	
Contributions from other Sources than OLAF	
Applicant's Contribution	19.158,36
External Contributions	
Direct Receipts from the Action	
Contributions sought from OLAF	
(= Max. 80 % of total Expenditure)	76.633,45
Total budgeted Income (= Total Budgeted Expenditure)	95.791,81
Percentage of the requested grant to the total budgeted cost	80,00%



European Anti-Fraud Office

Directorate D: Policy

Unit D.5: Hercule, Pericles & EURO Protection

ANNEX III - PROJECT TRAIN 2012-09-HU

Technical Implementation Reports and Financial Statements to be Submitted

It is compulsory, for submitting the final technical and financial report, to use the forms published on the website:

http://ec.europa.eu/anti_fraud/about-us/funding/index_en.htm

A. TECHNICAL PART

1. Summary of the action and — most importantly — the conclusions;
2. Proposed follow-up.

FOR SEMINARS AND TRAINING ACTIONS, THE FOLLOWING MUST BE INCLUDED

3. The final programme, speeches, slides and documents distributed to the participants;
4. List of speakers (and, if possible, their CV's), the complete signed list of participants and participants' evaluations.

B. FINANCIAL PART

1. The financial situation is based on the budget of the action as specified in Annex II of the Grant Agreement. The financial situation has to give details of all expenditure and has to be expressed in euro.
2. Costs incurred in relation to activities not foreseen in the project and consequently not budgeted or to modifications of actions, for which an amendment was not issued are not eligible.
3. Costs in any subheading of expenditure (staff costs, conference rooms and related charges, travel costs, subsistence costs, miscellaneous) over and above that foreseen in the budget plus 10% are not eligible.
4. All costs related to the event (staff costs, conference rooms and related charges, subsistence costs and miscellaneous costs) must be settled and paid in full (100%) by the beneficiary. Consequently, the participants must not be requested to pay for these costs.
5. If the beneficiary is obliged to pay VAT for an action without any possibility of recovery, the actual expenditure must be shown, including the amount of VAT. The VAT number is to be mentioned, or a declaration made to the effect that the beneficiary is exempt from VAT or VAT is to be paid when purchasing goods and services and the organisation does not have the right to recover VAT at the end of the year.

6. It should be noted that VAT paid by a public body to operators who are subject to VAT (when purchasing goods or supplying services within the framework of implementation of the co-financed action) is not eligible.
7. The amount and the percentage of VAT must be indicated on the invoice (see also point 4). If the VAT was paid separately, the beneficiary must annex a copy of the proof of payment, showing the amount and percentage of VAT.
8. The invoices proving the project costs have to comply with the obligatory requirements for invoices: An invoice must give information as to who (name, address, VAT number if applicable) delivered to whom (name, address) what kind of service (description of service, e.g. translation of the report XY from English to French, 200 pages @ €32/page), when (dates) and at what rate). In cases where these elements are not shown on the invoice, the beneficiary should provide the relevant details
9. The beneficiary must provide certified copies of all invoices relating to actual expenditure, as well as copies of proof of payment of each of the invoices, in electronic form.
10. All actual expenditure should correspond to an amount/amounts invoiced by a supplier. This documentation should be clearly indicated by a reference on the financial report and on the copy of the invoice).
11. The Commission makes all payments and other financial transactions related to the grant agreement in euro.
12. The beneficiary calculates the balance of the grant to be received on the basis of the final total cost of the project in euro, and the amount received as a first instalment (as specified in Article I.3 of the Grant Agreement).
13. The beneficiary should pay special attention to Article II.17 (*Determining the final grant*) of the Grant Agreement and to Article I.4 (*Payment arrangements*) of the Grant Agreement.
14. The beneficiary should use the exchange rate of the month when the final report is submitted. Any conversion of costs from other currency into euro incurred outside the euro zone shall be made at the monthly accounting rate established by the European Commission and published on the following website:
http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm

HERCULE II PROGRAMME 2007-2013
SECTOR: TRAINING IN THE FIGHT AGAINST FRAUD

FINAL REPORT

Please read the guidance notes carefully in order not to delay payment of your final amounts. Please complete this form preferably in English, French or German.

The grant agreement signed by the beneficiary and the Commission requires a final report on the activities financed by the grant, along with a final financial statement of revenue and expenditure, following completion of the operation. This report is to be sent within three calendar months following the closing date of action.

The purpose of this report is to provide an overview of the results of training — in terms of activities, developments, etc. — as well as the financial resources used to obtain these results. The final report is also the reference document for information about the progress of the training.

For each training action, an electronic copy of all the results/presentations which have been and/or will be developed must be attached to the report. Please do not send paper copies unless specifically requested to do so.

To be returned to the following address:

European Commission
European Anti-Fraud Office (OLAF)
Unit D.5 – Hercule, Pericles & EURO Protection
Office J-30 01/16
B-1049 Brussels

I. INTRODUCTION

The evaluation procedure plays a crucial role in the project cycle insofar as it makes it possible to weigh up and make a qualitative and quantitative assessment of:

- the results achieved in relation to the objectives;
- the resources used to obtain such results in relation to the revised budget.

The final report is an ideal tool for such evaluation. Hence, it is important that it reflects the reality of the training action as closely as possible.

Beneficiaries are therefore advised to read the report form carefully in order to familiarise themselves with its content and the data required for completion of the report.

II. PROJECT DETAILS**Title of the training action**

Please insert the title as indicated in your grant agreement

Grant agreement number

Please insert the reference as indicated in your grant agreement

Period covered by the grant agreement

From (dd/mm/yyyy)

To (dd/mm/yyyy)

Date(s) and Venue(s) where the project took place

Date

Venue

Details of the beneficiary

Name

Street

Postcode

City

Country

Website

Website Project, if any

Telephone

Fax

Legal representative

Surname

First name

Position/Function

Person to contact for questions on the report (contact person)

Surname

First name

Position/Function

E-mail

Telephone

Fax

Type of event

Please tick only one box which best describes your event.

☐ Conference

☐ Staff Exchange

☐ E-Learning

☐ Meeting

☐ Round Table

☐ Seminar

☐ Staff Exchange

☐ Symposium

☐ Training courses

☐ Working Groups

☐ Other: Please Specify

III. QUALITATIVE INFORMATION

This part of the final report is vital in providing us with a clear understanding of your activity. To enable us to undertake a comprehensive analysis of your training action, it is essential that you answer all the following questions. The boxes will expand, but please confine your comments specifically to the questions asked.

1. Your original application stated the objectives of the action. Please describe the event, giving a general assessment of the results achieved in relation to those specific initial objectives.

Initial objectives:

Specific results achieved in relation to those objectives:

If the results were not achieved, could you please explain why this is the case and what you suggest should be done?

2. Please describe the impact of your training action on, for example:

- the acquisition of qualifications and skills;
- the establishment of training partnerships and exchanges of information/experience;
- institutional change in your participant organisations.

3. Please state how the action has met the training/skills or qualification needs identified in your proposal.

- Needs identified:
- How needs have been met:

4. Please give details of the roles and responsibilities within the management structure used for the action.

5. Please describe the evaluation procedures you have applied internally to the action and give a summary of your conclusions (this does not refer to the OLAF Evaluation Form).

6. Please give a precise description of the transnational cooperation in your training action and state whether and/or how this cooperation is to be continued in the future.

7. Please describe the added value of your training action to the European Union and its innovative impact in terms of content, methodology, training products, etc.

8. Please describe the key successes of your training action.

9. Please describe the problems you have encountered (administrative, legal and practical obstacles, difficulties within the partnership, difficulties in producing results, etc.) during the implementation of your training action, and the specific solutions found.

10. Have you spoken at any other conferences or seminars about your training activity, or do you know of any event where this material can or will be used? Where and when?

11. Is this action to continue after European Union's financial support has come to an end?

Yes: ☐ No: ☐

If yes, please explain the next steps:

IV. EVALUATION OF THE EVENT

Under the terms of the grant agreement signed with the European Commission, the beneficiary evaluates the training event on the basis of the participants' evaluation form and the beneficiary feedback summary to be downloaded from:
http://ec.europa.eu/anti_fraud/programmes/index_en.html

These documents are to be submitted (in electronic form) with the final report.