



Request for Proposals

CFS Audit Services

EIT Urban Mobility - Mobility more liveable urban spaces

EIT Urban Mobility KIC LE ("Contracting Authority" or "CA")
Carrer de Pamplona, 104,
08018 Barcelona
Spain

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eiturbanmobility.eu





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1. Overview of EIT Urban Mobility

EIT Urban Mobility, supported by the European Institute of Innovation and Technology (EIT), acts to accelerate positive change on mobility to make urban spaces more liveable.

EIT Urban Mobility is an initiative of the European Institute of Innovation and Technology (EIT). Since January 2019 we have been working to encourage positive changes in the way people move around cities in order to make them more liveable places. We aim to become the largest European initiative transforming urban mobility. Co-funding of up to € 400 million (2020-2026) from the EIT, a body of the European Union, will help make this happen.



We create systemic solutions that will **move more people around the city more efficiently and free up public space.**



We bring **all key players in urban mobility together** to avoid fragmentation and achieve more.



We engage cities and citizens from the word go, giving them the opportunity to become true agents of change.

The EIT Urban Mobility S.L delivers breakthrough innovations to the market and breeds entrepreneurial talent for economic growth and improved quality of life in Europe. It does this by mobilising a pan-European ecosystem of European corporations, SMEs, start-ups, universities, and research institutes.

As a Knowledge and Innovation Community (KIC) of the European Institute of Innovation and Technology (EIT), the EIT Urban Mobility S.L is focused on entrepreneurship and is at the forefront of integrating education, research, and business by bringing together students, researchers, engineers, business developers and entrepreneurs. This is done in a pan-European network of Co-Location Centers (CLCs), 5 Limited Liability Companies respectively based in Germany, Czech Republic, Denmark, the Netherlands, and Spain and the EIT Urban Mobility Foundation.

We create systemic solutions that will move more people around the city more efficiently and free up public space.

We bring all key players in urban mobility together to avoid fragmentation and achieve more.





General Objectives and Scope of Work

2.1. General objectives

By the present procurement procedure, the EIT Urban Mobility S.L., (hereby being referred to as "EIT UM") is expecting to appoint several audit firms (hereby being referred to as "the contractors "or "the suppliers") (min. 2 to max. 4) to conclude multiple service agreements for the realisation of the Certificate on the Financial Statements (CFS) Audits on expenditure incurred by a number of EIT beneficiaries and EIT KIC subgrantees across the EU and beyond. These entities differ in size, type of organisation and requested EIT funding.

An overview of the population of the EIT beneficiaries and EIT KIC subgrantees will be provided upon request by sending an e-mail to procurement@eiturbanmobility.eu. Please note, the list of beneficiaries and subgrantees that require CFS audits provided at the time of this Request for Proposals (RfP) procedure is indicative and serves to help the potential suppliers to submit a qualitative offer. The final population of beneficiaries and subgrantees falling under CFS obligations for a reporting period and subject to the specific contracts to be signed may change.

In the case of EIT beneficiaries /affiliated entities, the CFS is required by Article 24.2 of the Grant Agreement (GA) signed between the EIT and the respective KIC. The CFS procedures follow the Horizon Europe rules.

The coordination of the CFS audits will be managed by EIT UM from Barcelona (Spain) that will be the client. The EIT as the Granting Authority might be involved during project execution.

The collaboration resulting from this tender will be for 1 year and will cover the CFS audits of EIT beneficiaries and EIT KIC subgrantees under the EIT-KIC grant agreements 2023-2024/25. In case of mutual satisfaction, the EIT UM could extend the agreement with an additional 1-year agreement under the exact same conditions and pricing. The extension will be announced with a written request to the tenderers and signing an extension of the service agreements. We aim to sign specific service agreements. The EIT UM decides the allocation of work between the different contractors based on the following criteria:

- 1.) The 1st best tenderer will get most of the CFS audits with a limit of 60% of the total CFS audits to be performed.
- 2.) The rest of the CFS audits (40%) will be allocated to the 2^{nd} best tenderer or between the 2^{nd} best and the 3^{rd} and 4^{th} best tenderers (if applicable).

¹ Unless otherwise specified, references to 'beneficiary' or 'beneficiaries' include the coordinator and affiliated entities (if any).





The splitting of beneficiaries and subgrantees between the specific contracts will be based on objective criteria:

- 1- The amount of work to be done within the time frame as defined in the specific agreement.
- 2- Segregation based on a conflict-of-interest situation for beneficiaries and subgrantees with ongoing or past collaboration with certain audit firms. The contractors are obliged to confirm their conflict-of-interest status and possible mitigation measures before the allocation of beneficiaries and subgrantees by EIT UM takes place.
- 3- Geographical split for synergy and optimal execution.

Please be aware that this decision will be made by EIT UM and cannot be argued by the contractors. Changes from, and, towards other contractors can be made last minute (in collaboration and acceptance of all parties) to achieve the best scenario and successful closing of all CFS audits. The specific agreements can be extended by EIT UM to close ongoing dossiers after the deadline.

The audits will be performed directly with, and, at the different beneficiaries' and subgrantees' premises across Europe, and third countries associated to Horizon Europe, or online.

A <u>pre-agreed process</u> needs to be followed with beneficiaries and subgrantees which require a CFS audit, and each process step will be monitored and approved. This process is explained further below in the detailed work scope section of this RfP. There will be no direct or indirect contractual agreement with the beneficiaries and subgrantees.

The overall kick-off will be a meeting between the winning tenderers and EIT UM to discuss the overall project, kick-off, the process & milestones, reporting, deadlines, and communication, with the participation of EIT representatives. The aim is also to achieve an efficient project monitoring, acceptance and document sharing and therefore we also look at the proposed system technical solution provided by the tenderer.

Each and every audit to be performed on beneficiaries and subgrantees will be categorized in: Small (EIT funding requested 430K€ to 750K€), Medium (EIT funding requested 750K€ to 2M€), Large (EIT funding requested 2M€ to 7M€) or Exceptional (EIT funding requested by KIC Les, from 7M€ onwards). The time needed for the field work and the financial offer will be linked to the different categories. The sampling method remains the same for all beneficiaries and subgrantees.





2.2. Detailed scope of work

Participating in a kick-off meeting with EIT UM and EIT representatives, presentation of the approach by each contractor to align and agree upon details.

Creation and distribution of questionnaire by the contractor(s) to all beneficiaries and subgrantees involved to understand the workload and organisation and prepare the CFS audit.

Agree with each beneficiary/ subgrantee on the exact period of performing the CFS audit, within the time frame established in the contract.

Carry out fieldwork with beneficiaries and subgrantees to perform and conclude CFS audit (incl. closing meeting). The fieldwork can be conducted at the premises of the beneficiaries/ subgrantees or online, of the auditee's choice.

Continuous reporting to EIT UM and the EIT on progress, status, and content related elements.

2.3. Location, timing, planning and reporting

2.3.1 Start date & period of implementation

The intended start date is, at the latest, 30th December 2024 and is expected to last, at the latest, until 30th August 2025. An extension can be granted by EIT UM when duly justified.

EIT Urban Mobility intends to use the direct award procedure with the winner of the present procedure, if possible, for covering the needs of additional 12 months in the course of 2025- 2026 once the budget is known and all resources of the present contract are used up.

2.3.2 Location

This project doesn't have a specific office location during the implementation – the provider should mainly provide assistance from his/her home base of operation. We intend to work under a virtual environment as an organisation. Video conferences and telephone conferences are preferred options for team meetings.

On site visits might be needed for specific procedures. The provider can be called for on-site visits for specific assignments as well. All costs borne for such travels shall be subject to reimbursement detailed later by EIT Urban Mobility if justified.





2.3.3 Payment terms

Available maximum fund for the requested services is 950.000,00 EUR (VAT excluded).

Payment shall be made upon the acceptance of the completed deliverables in accordance with the audit assignment signed.

2.4. Methodology of work

The winning tenderers' responsibility is to perform CFS audits for beneficiaries and subgrantees falling under CFS obligation. The beneficiaries and subgrantees will be split into at least two subgroups in line with the principles referred to in the general objectives above (covered under a contract per each winning tenderer).

The winning tenderers will continuously feed information, monitor the whole process and provide EIT UM and, when required, the EIT, with the results of the audit (core: report + agreed-upon procedures).

The preferred methodology is a fixed central coordination team from the winning tenderers who will manage all local audits with their own local audit teams, using local partnerships to perform the local audits where possible. The central coordination team remains fully responsible for all audits and will always be the single contact between the local audit teams and EIT UM.

EIT UM will provide the templates to be used by all audit teams, and together with the winning tenderers harmonize the working processes to ensure a smooth and compliant audit process. All audit teams are obliged to work with the same templates and will submit the conclusion in the pre-agreed report template.

The sample to be taken from all beneficiaries' and subgrantees' cost reports should be based on the agreed-upon procedures to be performed. The agreed-upon procedures will be provided by EIT UM and are related to different cost categories.

The templates provided by EIT UM will be discussed during the clarification meeting that will be held on 18th November 2024, time 10:00 AM Central European Time. Please refer to <u>section 3.6</u> of this RfP to find all the details of the clarification meeting.

Technical System solution to monitor the overall process and exchange heavy documents and able to create different roles with own authorization to be set.

Organisation of the work for the contractors consists of 3 phases in each audit assignment.





Audit assignment 1: Final reporting of 2023-2024 grant agreements for first wave KIC's beneficiaries (December 2024-March 2025)

The CFS reports of the required beneficiaries shall be delivered by 31st March 2025.

Phase 1: Preparation

The contractors need to make sure to understand the scope of the audit, contact beneficiaries to be audited and announce the audit, gather required information needed and agree on period of audit / sampling. All this respecting the main pre-agreed timetable between the coordination team of the winning tenderers and EIT UM. The preparation phase should happen ideally in December 2024.

Phase 2: Audit execution

The actual audit (field work) consists of a specific number of working days per beneficiaries' size / grant consumption. Each beneficiary's audit is categorized as small, medium, or large (please see point 2.1). For the small beneficiaries 2 working days of audit are foreseen. For medium sized beneficiaries 2 to 4 working days and for large and exceptional beneficiaries 7 working days. Among the large and exceptional beneficiaries, KIC LEs can have an extended audit period due to their separate status and larger budget consumption. The contractors are free to start the audit work as soon as they receive the requested documentation linked to the items that have been sampled.

Phase 3: Reporting

The templates of deliverables to be submitted can be found in the Annexes. Throughout the process the contractors are expected to report continuously on the audits' implementation.

The Auditor must comply with these Tender Specifications and with:

- The International Standard on Related Services (ISRS) 4400 (revised) Agreed-upon Procedures Engagements as issued by the International Auditing and Assurance Standards Board (IAASB);
- The International Code of Ethics for Professional Accountants (including International Independent Standards) issued by the International Ethics Standards Board for Accountants (IESBA), including the independence requirements;
- The International Standard on Quality Control 1 Quality Control for Firms that Perform Audits and Reviews of financial statements, and Other Assurance and Related Services Engagements (or equivalent).

The Auditor must provide services in accordance with the General Conditions of the draft service agreement (Annex 1).

Under Article 25 of the GA, the EIT, the European Commission, the European Anti-Fraud Office, the European Public Prosecutor's Office and the Court of Auditors have the right to check, review and audit on the proper implementation of the action. The Auditor must provide access to all working papers (e.g., recalculation of hourly rates, verification of the time declared for the action) related to this assignment if





the EIT, Commission, the European Anti-Fraud Office, the European Public Prosecutor's Office or the European Court of Auditors requests them.

<u>Audit assignment 2: Interim reporting of 2023-2025 grant agreements for EIT Culture & Creativity</u> (December 2024-March 2025)

The CFS reports of the required beneficiaries shall be delivered by 31st March 2025.

Phase 1: Preparation

The contractors need to make sure to understand the scope of the audit, contact beneficiaries to be audited and announce the audit, gather required information needed and agree on period of audit / sampling. All this respecting the main pre-agreed timetable between the coordination team of the winning tenderers and EIT UM. The preparation phase should happen ideally in December 2024.

Phase 2: Audit execution

The actual audit (field work) consists of a specific number of working days per beneficiaries' size / grant consumption. Each beneficiary is categorized as small, medium, or large (please see point 2.1). For the small beneficiaries 2 working days of audit are foreseen. For medium sized beneficiaries 2 to 4 working days and for large and exceptional beneficiaries 7 working days. Among the large and exceptional beneficiaries, KIC LEs can have an extended audit period due to their separate status and larger budget consumption. The contractors are free to start the audit work as soon as they receive the requested documentation linked to the items that have been sampled.

Phase 3: Reporting

The templates of deliverables to be submitted can be found in the Annexes. Throughout the process the contractors are expected to report continuously on the audits' implementation.

The Auditor must comply with these Tender Specifications and with:

- The International Standard on Related Services (ISRS) 4400 (revised) Agreed-upon Procedures Engagements as issued by the International Auditing and Assurance Standards Board (IAASB);
- The International Code of Ethics for Professional Accountants (including International Independent Standards) issued by the International Ethics Standards Board for Accountants (IESBA), including the independence requirements;
- The International Standard on Quality Control 1 Quality Control for Firms that Perform Audits and Reviews of financial statements, and Other Assurance and Related Services Engagements (or equivalent).

The Auditor must provide services in accordance with the General Conditions of the draft service agreement (Annex 1).

Under Article 25 of the GA, the EIT, the European Commission, the European Anti-Fraud Office, the European Public Prosecutor's Office and the Court of Auditors have the right to check, review and audit on the proper implementation of the action. The Auditor must provide access to all working papers (e.g.,





recalculation of hourly rates, verification of the time declared for the action) related to this assignment if the EIT, Commission, the European Anti-Fraud Office, the European Public Prosecutor's Office or the European Court of Auditors requests them.

Audit assignment 3: Subgrantees of the 2023-2024 grant agreements (January - June 2025)

70% of the work should be performed before the end of May 2025 and the other 30% by the end of June 2025.

First wave KIC's Subgrantees reports (EIT Digital, EIT InnoEnergy and EIT Climate-KIC) should be delivered by 28th February 2025, subject to receive on time the financial statements of the subgrantees.

Phase 1: Preparation

The contractors need to make sure to understand the scope of the audit, contact subgrantees to be audited and announce the audit, gather required information needed and agree on period of audit / sampling. All this respecting the main pre-agreed timetable between the coordination team of the winning tenderers and EIT UM. The preparation phase should happen ideally in January 2025.

Phase 2: Audit execution

The actual audit (field work) consists of a specific number of working days per beneficiaries' size / Grant consumption. Each beneficiary is categorized as small, medium, or large (please see point 2.1). For the small beneficiaries 2 working days of audit are foreseen. For medium sized beneficiaries 2 to 4 working days and for large beneficiaries 7 working days. The contractors are free to start audit work as soon as they receive the requested documentation linked to the items that have been sampled.

Phase 3: Reporting

The templates of deliverables to be submitted can be found in the Annexes. Throughout the process the winning tenderer(s) is (are) expected to report continuously on the audits' implementation.

The Auditor must comply with these Tender Specifications and with:

- The International Standard on Related Services (ISRS) 4400 (revised) Agreed-upon Procedures Engagements as issued by the International Auditing and Assurance Standards Board (IAASB);
- The International Code of Ethics for Professional Accountants (including International Independent Standards) issued by the International Ethics Standards Board for Accountants (IESBA), including the independence requirements;
- The International Standard on Quality Control 1 Quality Control for Firms that Perform Audits and Reviews of financial statements, and Other Assurance and Related Services Engagements (or equivalent).

The Auditor's Report must state that there is no conflict of interests in establishing the Report between the Auditor and the subgrantees.





The Auditor must provide services in accordance with the General Conditions of the draft service agreement (Annex 1).

Under Article 25 of the MGA, the EIT, the European Commission, the European Anti-Fraud Office, the European Public Prosecutor's Office and the Court of Auditors have the right to check, review and audit on the proper implementation of the action. The Auditor must provide access to all working papers (e.g., recalculation of hourly rates, verification of the time declared for the action) related to this assignment if the EIT, European Commission, the European Anti-Fraud Office, the European Public Prosecutor's Office or the European Court of Auditors requests them.

2.5. Deliverables

- To the EIT and beneficiary: Agreed-upon procedures report per beneficiary on the Certificate on the Financial Statements performed by the auditor (Report and AUP checklist (signed and completed)).
- To the relevant KIC LE and subgrantee: Agreed-upon procedures report per subgrantee and Annex to the report: Agreed-upon procedures performed by the auditor (Report and AUP checklist (signed and completed)).

Statistics

Audit assignment 1: Final reporting of EIT Digital and EIT Climate KIC

- Approx. 8 beneficiaries to be audited.
- CFS audit threshold set at 430K EUR of EIT funding per beneficiary per grant agreement.
- All beneficiaries are located in Member States of the European Union or in countries associated to the Horizon Europe framework programme.
- The field work in its different phases shall be performed between December 2024 and end of March 2025.

Audit assignment 2: Interim reporting of EIT Culture & Creativity

- Approx. 1 beneficiary to be audited.
- CFS audit threshold set at 430K EUR of EIT funding per beneficiary per grant agreement.
- All beneficiaries are located in Member States of the European Union or in countries associated to the Horizon Europe framework programme.
- The field work in its different phases shall be performed between December 2024 and end of March 2025.

Audit assignment 3: subgrantees

- Approx. 124 subgrantees to be audited.
- CFS audit threshold set at 430K EUR of EIT funding received in 2024 or cumulative in 2023 and 2024 per subgrantee per grant agreement.
- All subgrantees are located in Member States of the European Union or in countries associated to the Horizon Europe framework programme.
- The field work in its different phases shall be performed between January 2025 and June 2025.
 1st wave KIC's (EIT Digital, EIT InnoEnergy and EIT Climate-KIC) subgrantees reports should be





delivered by 28th February 2025.

3. Proposal Process

3.1. Proposal Schedule

	DATE
Publication RfP on website	11th November, 2024
Online clarification session for potential tenderers	18th November, 2024
Deadline for submitting proposal	16th December, 2024
Intended date of notification of award	19th December, 2024
Stand still period	10 days
Intended date of contract signature	30th December, 2024
Intended start date of the contract implementation	30th December, 2024

3.2. Participation

Participation in this procedure is open to all interested participants.

3.3. Submission of proposal

Proposals are requested to be emailed in written form, in English to the following address until the deadline of 16th December 2024, 16:00 Central European Time, to:

Contact name: For the attention of Ms. Paula De Cobos, (Internal Auditor - Financial Officer) at EIT UM.





E-mail: procurement@eiturbanmobility.eu

The proposal shall contain:

- a. The technical response to the services requested (see Section 2.2: 'Detailed scope of work')
- b. The financial offer (the price for the service.) The financial offer must be presented in **EUR**. The price must be indicated as net amount, excl. VAT)

The email including the proposal from the bidder should be sent and delivered by 16th December 2024, 16:00 Central European Time.

- Proposal must be submitted in proper (legibly) scanned and non-editable PDF, which is accessible without entering a password.
- Proposal must be signed by the tenderer.
- Proposal will be deemed timely submitted, if it is received by EIT Urban Mobility by the submission
 deadline. All risks associated with the delay or loss of the proposal shall be borne by the Tenderer
 only. EIT Urban Mobility will deem proposal received after the submission deadline invalid.
- Proposal should be concise and clear. The tenderer's proposal will be incorporated into any
 contract that results from this procedure. Tenderer is, therefore, cautioned not to make claims or
 statements that they are not prepared to commit to contractually. Subsequent modifications and
 counterproposals, if applicable, shall also become an integral part of any resulting contract.
- The tenderer represents that the individual submitting the natural or legal entity's proposal is duly authorized to bind its entity to the proposal as submitted. The tenderer also affirms that it has read the request for proposals and has the experience, skills, and resources to perform, according to conditions set forth in this proposal and the tenderers' proposal.

3.4. Minimum requirements

The following documents and declarations are to be submitted together with the tender by the tenderer (in case of a group of tenderers, this applies to each member). In order to be considered valid, proposals must include:

- Tender Submission form and Tender declaration form (Annex 1.2 and 1.3) together with supporting documents evidencing the legal name of the Tenderer (copy of the official documents showing the name of the natural person or legal person, the address of its head office, and the registration number given to it by the national authorities);
- An administrative part including all the information and documents required by EIT UM for the evaluation of the tender on the basis of the exclusion and selection criteria set out below;
- Bidders must provide their comments in writing to the contract agreement terms of EIT UM
 (Annex 1) and in case they are proposing any amendments to the terms and conditions, they have
 to submit their proposal in their offer. Any amendment requests after the tender submission
 deadline and the notification of award shall not be accepted or discussed. EIT UM is not obliged
 to accept any amendment requests, proposed modifications nor contract templates.





3.5. Validity of the proposal

Tenderers are bound by its proposal 30 days after the deadline for submitting the proposal or until they have been notified of non-award.

The winners must maintain its proposal for a further 30 days to close the contract.

Proposals not following the instructions of this Request for Proposal can be rejected by EIT Urban Mobility.

3.6. Additional information before the deadline for submitting proposals

The instructions to the tenderers should be clear enough to avoid the tenderers having to request additional information during the procedure. In case the tenderer is in need of additional information, please address it to the address below.

Contact name: for the attention of Ms. Paula De Cobos, (Internal Auditor - Financial Officer) at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

Potential suppliers are invited to login to the clarification session organized by EIT UM on 18 November 2024 time: 14.00 Central European Time. The link to login to this session can be found below and questions shall be answered on the spot during this clarification session. Link to login:

https://www.microsoft.com/es-es/microsoft-teams/join-a-meeting?rtc=1

ID of the meeting: 371 872 273 866

Access code: 9Wareg

EIT Urban Mobility has no obligation to provide clarification if decides.

3.7. Cost for preparing proposals

No costs incurred by the tenderers in preparing and submitting the proposal are reimbursable. All such costs must be borne by the tenderer.

3.8. Ownership and confidentiality of proposals

EIT Urban Mobility retains ownership of all proposals received under this tendering procedure. Proprietary information identified as such, which is submitted by tenderer in connections with this procurement, will be kept confidential.





The potential or actual supplier should accept that during the implementation of the contract and for four years after the completion of the contract, the CA has the right for the purposes of safeguarding its financial interests that the proposal and the contract of the supplier may be transferred to internal as well as external audit services.

3.9. Clarification related proposals

After submission of the proposal, it shall be checked if it satisfies all the formal requirements set out in the proposal dossier. Where information or documentation submitted by the tenderer is or appears to be incomplete or erroneous or where specific documents are missing, the CA may request the tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit.

3.10. Negotiation about the submitted proposal

After checking the administrative compliance of the tenderer, EIT Urban Mobility can negotiate the contract terms and conditions with the tenderer. In this negotiation, EIT Urban Mobility will ask the tenderer to adjust the proposal or specific sections of the proposal within an appropriate time limit.

4. Evaluation of proposals

4.1. Exclusion criteria

The Tenderers will be excluded from participation in the current procedure, if:

- a) it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- b) it has been established by a final judgment or a final administrative decision that the Tenderer is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- c) it has been established by a final judgment or a final administrative decision that the Tenderer is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the Tenderer belongs, or by having engaged in any





wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:

- fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
- ii. entering into agreement with other Tenderers with the aim of distorting competition;
- iii. violating intellectual property rights;
- iv. attempting to influence the decision-making process of the contracting authority during the procurement procedure;
- v. attempting to obtain confidential information that may confer upon its undue advantages in the procurement procedure;
- d) it has been established by a final judgment that the Tenderer is guilty of fraud, corruption, or money laundering.

4.2. Award criteria

EIT UM will award the contract to the tenderer who submitted the most advantageous technical and financial proposal based on best value for money based on the following criteria (including the weighting assigned to them). The quality of each proposal will be evaluated in accordance with the below mentioned award criteria.

The award criteria will be examined in accordance with the requested service/support indicated in Section 2 of the document, and ensure best value for money by applying the below equation.

The technical score is calculated based on the assessment rating below:

DESCRIPTION	SCORE
Project experience and competences of the members of the proposed project team. EIT UM's evaluation will be based on the received information, according to the level of detailedness, harmony with Section 2 and international practices.	
As evidence please Include the number of CFS delivered, and CV of each member of the project team.	Max. 40 points
Based on the evidence received the tenderer will be scored as follows:	
Tenderer who delivered the highest number of CFS: 40 points	





Tenderer who delivered the 2nd highest number of CFS: 30 points	
 Tenderer who delivered 3rd highest number of CFS: 20 points 	
 Tenderer who delivered 4th highest number of CFS: 10 points 	
Methodology approach of project and proposed project implementation.	
EIT UM's evaluation will be based on the received information, according to the level of detailedness, harmony with Section 2 and international practices.	Max. 15 points
The highest ranking will receive 15 points	'
2nd will receive 10 points	
3rd will receive 5 points	
4th will receive 1 point	
Liability exposure: tenderer with best insurance coverage.	
Based on the evidence received the tenderer will be scored as follows:	
Best insurance coverage: 5 points	Max. 5 points
2 nd best insurance coverage: 3 points	
3 rd best insurance coverage: 2 points	
4 th best insurance coverage: 0 points	

The applicable award criteria will be weighted as follows:

A. Technical content: 60% B. Financial offer: 40%

Aggregate evaluation and scoring:

A. Technical content (maximum weighted score: 60%)

Evaluation of the technical content will be carried out following the below subcriteria:

I. Technical capacity of the Tenderer (maximum score: 60)

B. Financial offer (maximum weighted score: 40%)

The financial offer must be presented in EUR. Prices must be indicated as net amount, excl. VAT.

The lowest offered price shall receive the highest score (40), others shall be calculated in relation to that in linear equation.





4.3. Selection of the suppliers

The final selection of the supplier will be based on the best price-quality ratio principle. The best price-quality ratio is established by weighing technical quality against price on an 60%/40% basis, i.e.

Total technical score: max. 60 (weight: 60%)

Total financial score: max. 40 (weight: 40%)

Total score: max. 52 (total technical score x 0,6 + total financial score x 0,4)

The winners shall be the one with the highest total score summed from technical and financial scores, and that tenderer shall be proposed for the contract.

The successful and unsuccessful tenderers will be informed in writing via email about the result of the award procedure.

4.4. Signature of contract(s)

The tenderers will be informed in writing (via email) about the result of the award procedure.

For the contract, the template in Annex 1 shall apply.

Within 3 days of receipt of the contract from EIT Urban Mobility, the selected tenderer shall sign and date the contract and return it to EIT Urban Mobility.

4.5. Cancellation of the proposal procedure

In the event of cancellation of the proposal procedure, EIT Urban Mobility will notify the tenderers of the cancellation. In no event shall EIT Urban Mobility be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a proposal procedure, even if EIT Urban Mobility has been advised of the possibility of damages.

4.6. Appeals / Complains

Tenderers believing that it has been harmed by an error or irregularity during the award process may file a complaint. Appeal should be addressed to EIT Urban Mobility. The tenderer has 3 days to file their complaint from the receipt of the letter of notification of award.

4.7. Ethics clauses / Corruptive practices

EIT Urban Mobility reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities, or fraud. If substantial errors, irregularities, or fraud are discovered after the award of the Contract, EIT Urban Mobility may refrain from concluding the Contract.





The suppliers shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). He should inform EIT Urban Mobility immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

4.8. Safeguarding of EU's financial interest

The potential or actual supplier should accept that during the implementation of the contract and for four years after the completion of the contract, EIT Urban Mobility has the right for the purposes of safeguarding the EU's financial interests, the proposal and the contract of the supplier may be transferred to internal audit services, EIT, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.





Annexes

1.1 Annex 1 – Service Agreement

SERVICE AGREEMENT

This Service Agreement ("Agreement") is hereby made by and between:

EIT KIC URBAN MOBILITY S.L.U, a private limited company, having its registered office and place of business at Carrer de Pamplona, 104, 08018, Barcelona, Spain, with VAT number B67513630, legally represented herein by Francisco Ibáñez, acting as CFO of the company (hereinafter referred to as "EIT UM") and

[·] a private limited company, having its registered office and place of business at [·], with company registration number [·] and VAT number [·] legally represented herein by [·] acting as legal representative (hereinafter referred to as the "Supplier").

Hereinafter jointly referred to as the "Parties" or individually as a "Party".

WHEREAS:

- I. EIT UM is an entity that aims to encourage positive changes in the way people move around cities in order to make them more liveable places by creating systemic solutions that will move more people around the city more efficiently and free up public space, ringing all key players in urban mobility together to avoid fragmentation, and engaging cities and citizens from the beginning, giving them the opportunity to become true agents of change.
- II. EIT UM has launched a tender for the provision of [...] (the "Tender").
- III. Supplier is a company specialized in the field of the Tender.





IV. Supplier has been awarded the Tender and therefore Supplier is willing and able to provide the services specified in <u>Annex 1</u> to EIT UM (the "**Services**") under the terms and conditions set forth in this Agreement).

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Structure of the Agreement and precedence

- This Agreement consists of the body of this Agreement and <u>Annex 1</u> attached to this Agreement, as well as the Tender.
- The body contains standard general provisions applicable to all Services purchased by EIT UM from Supplier under this Agreement.
- <u>Annex 1</u> contains the description of the Services and the time schedule for the delivery of such Services (extracted from Supplier's Offer), as well as additional specific conditions and details adapted to the type of Services purchased by EIT UM from Supplier under this Agreement.
- In case of discrepancy between the description of Services and time schedule in the EIT UM Tender and the description of Services and time schedule in Annex 1, the EIT UM Tender shall prevail. In case of discrepancy between a provision in the body and a provision in Annex 1, the provision in the body shall prevail unless the deviating provision in Annex 1 states expressly that it is specifically agreed by both Parties as being in deviation of a specific provision of the body and refers clearly to the provision of the body concerned.

Ordering of Services, non-applicability of Supplier's (standard) terms and conditions

- Supplier does not commit to provide the Services exclusively to EIT UM, unless and to the extent provided in <u>Annex 1</u> for certain specific types of Services.
- The contractual relationship between EIT UM and Supplier shall solely be governed by the terms and conditions of this Agreement. EIT UM is therefore not bound by and expressly rejects Supplier's general conditions of services and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier.





Performance of the Services, organization, quality, timely delivery, subcontracting, reporting of progress, acceptance, changes

- With due observance of the other provisions of the Agreement, Supplier shall perform the Services specified under <u>Annex 1</u> for EIT UM under this Agreement, within the time schedule specified under Annex 1.
- Supplier agrees to perform the Services by exercising due skill, speed, and care, at a level generally required of well-reputed Suppliers in the same field as the one covered by this Agreement and shall make every effort to the best of Supplier's abilities to serve the interests of EIT UM as much as possible.
- Supplier is free to organise the way it provides the Services and the timing thereof autonomously and at its own discretion without supervision or authority of EIT UM, (i) provided the Services are performed accurately and diligently and in accordance with the requirements of this Agreement, including the timely delivery of the Services as specified under Annex 1, and (ii) subject to specific requirements as may be stated in Annex 1 regarding the way the Services shall be provided. Supplier may conduct its business activities from its own premises but may be requested to operate from EIT UM's premises whenever it is necessary for the performance of the Services. Supplier shall arrange their own travel, should they need to travel in order to perform the Services. When performing the Services, Service Provider shall use its own tools and materials, work forces. Supplier shall be fully responsible for the proper execution of this Agreement in all respects.
- Supplier shall use personnel who possess the qualifications and experience necessary for the performance of the Services. Additional requirements relating to personnel may be provided in <u>Annex 1</u>, as the case may be.
- Unless otherwise specifically provided under <u>Annex 1</u>, Supplier may subcontract part of the provision of the Services to subcontractors, provided such subcontractors are contractually bound by similar obligations as under this Agreement, and provided Supplier has disclosed the elements of the Agreement to be subcontracted and the identity of the relevant subcontractor to EIT UM. Supplier remains at all times responsible for the work performed by its subcontractors and for the acts, defaults and negligence of such subcontractors, and no subcontract shall create any contractual relationship between any subcontractor and EIT UM. Additional requirements relating to subcontracting may be provided in <u>Annex 1</u>, as the case may be.
- In order for EIT UM and Supplier to monitor the proper performance of the Services throughout the Term of the Agreement (as described in Article 0 below), Supplier shall report to EIT UM progress of the performance of the Services, in writing, at intervals and under





conditions specified under <u>Annex 1.</u> Supplier shall provide EIT UM with time sheets describing the tasks performed by Supplier and the time spent on each task, pursuant to the regularity provided under <u>Annex 1</u> and pursuant to the time sheet template provided by EIT UM separately.

If, for whatever reason, Supplier is not able to perform the agreed Services, or is not able to meet the deadlines agreed in <u>Annex 1</u>, Supplier shall notify EIT UM hereof promptly in writing, and shall take any reasonable measure to mitigate the consequences of such situation, in agreement with EIT UM.

Services delivered are subject to the acceptance of EIT UM. EIT UM shall issue a performance certificate after completion of Services. Should EIT UM fail to reject part, or all of the Services provided within fifteen (15) (or other deadline set forth in Annex 1) calendar days as from such delivery, on the grounds of a lack of quality or compliance, or because of late delivery, Services shall be considered as accepted. Should EIT UM reject a Service (within the above deadline) because of lack of quality or compliance, and such failure is capable of remedy, Supplier shall re-perform the rejected (part of the) Service promptly (but no later than five (5) calendar days in absence of any further instructions) at no additional charge for EIT UM. Should such failure be not capable of remedy (given the type of Service and/or the extent of the failure) or should the delivery have occurred after an essential delivery deadline which renders the Service irrelevant or useless, the Services at stake shall be considered as rescinded, and EIT UM is not obliged to provide any compensation to Supplier for such Services.

Modifications to the Services and/or other provisions of this Agreement may only be agreed by the Parties as per the EIT UM procurement rules, i.e. if:

- (a) mutually agreed in writing, and
- (b) the need for modification has been brought about by circumstances which a diligent contracting entity could not foresee; and
- (c) the modification does not alter the overall nature of the contract; and
- (d) any increase in price is not higher than 25 % of the original value of the Agreement. In addition, if several successive increases in price would be agreed, the total cumulating of such successive increases shall not exceed 25% of the original value of the Agreement; and
- (e) modifications above 10% of the original value of the Agreement should only amend specific conditions of the Agreement and be made by way of an amendment to this Agreement signed by both Parties.

The Parties designate the following contact persons for communication with respect to this Contract:





For EIT UM	For Supplier
Name:	Name:
Phone:	Phone:
E-mail:	E-mail:

Compensation, invoicing and payment, expenses

Supplier is entitled to charge, in respect of Supplier's Services as described under <u>Annex 1</u>, the compensation specified in <u>Annex 1</u> per Service.

Supplier may only charge the amounts under Article 0 corresponding to the delivered Services, after acceptance of such Services by EIT UM.

Further, Supplier may only charge the amounts under Article 0 subject to (i) EIT UM having received a correct invoice bearing the essential elements below, (ii) all relevant progress reports relating to the delivered Services so invoiced having been properly delivered to EIT UM in a timely manner and accepted by EIT UM in writing (as the case may be).

An invoice shall be considered as correct when containing the following essential elements:

- (a) the name and address of Supplier
- (b) the VAT identification number of Supplier
- (c) the VAT identification number of EIT UM
- (d) the name and address of EIT UM
- (e) the invoice number
- (f) the invoice date
- (g) the date on which the Services were supplied (provided EIT UM has accepted them pursuant to this Agreement)
- (h) the quantity and type of goods supplied (if applicable)
- (i) the nature and type of Services supplied
- (j) the following data for every VAT tariff or exemption:

the price per piece or unit, excluding VAT

any reductions that are not included in the price

the VAT tariff that has been applied

the cost (the price excluding VAT)





in case of advance payment: the date of payment, if this is different from the invoice date

the amount of VAT

- By deviation to Article 0, Supplier may charge the amounts under Article 0, at the beginning of each (quarterly, monthly, or other) period specified in <u>Annex 1</u>, if such alternative is specifically agreed by EIT UM in <u>Annex 1</u>. In such a case, requirements of Article 0 shall apply to each regular invoice.
- The payment term applying to Supplier invoices fulfilling the requirements of this 0 is fixed in Annex 1.
- All amounts corresponding to the compensation per Service, as fixed in <u>Annex 1</u>, shall be fixed tariffs, which may not be revised during the Term of this Agreement (as described in Article 0 below), unless specifically provided otherwise in <u>Annex 1</u> (and within the limits of the price revision mechanisms authorised under the procurement procedure).
- Supplier may charge expenses to EIT UM, to the extent <u>Annex 1</u> provides for such possibility. Expenses shall only be paid if EIT UM has given its written approval prior to Supplier incurring said costs.
- If Supplier fails to fulfil any of its obligations under the Agreement, EIT UM may suspend payment to Supplier, upon notice to Supplier.
- Supplier hereby unconditionally accepts that EIT UM has the right to set off any amount that EIT UM owes to Supplier under this Agreement, with any amount Supplier owes to EIT UM under this Agreement or any other agreement.

Taxes, other contributions, no employment agreement and related indemnification

- All tariffs are gross amounts but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax ("Taxes").
- If the Services under this Agreement are subject to any other Taxes, Supplier may charge such Taxes to EIT UM, which taxes shall be paid by EIT UM in addition to the compensation for Supplier. Supplier is responsible for paying any applicable Taxes to the appropriate (tax) authorities.
- In addition to Articles 0 and 0, all social security, fiscal charges or taxation of any kind and contributions of any kind including but not limited to value added, levies, withholdings, unemployment, medical insurance and insurance of any kind, pensions, national insurance





contributions and social security benefits, as imposed by any law, accommodation and travel costs, living expenses, or other expenses and charges arising from this Agreement, will be the exclusive responsibility of Supplier, who must pay such taxes, charges, any kind of expenses and contributions directly to the competent authorities or employees (as the case may be) (altogether called "Contributions").

- Supplier shall perform the Services hereunder as an independent contractor and not as an agent of EIT UM and nothing contained in the Agreement is intended to create a partnership, joint venture, or employment relationship between the Parties irrespective of the extent of economic dependency of Supplier on EIT UM.
- Supplier shall indemnify and keep EIT UM harmless from any claims from any authority for payment of any Contributions, including all interest charged in respect thereof, surcharges and possible administrative fines in connection with the Services performed by Supplier on the basis of the Agreement.

Intellectual property, ownership and licensing, IP infringement indemnification

- "Intellectual Property Rights" or "IP" shall mean patents, utility certificates, utility models, (industrial) design rights, copyrights, database rights, trademarks, trade names and trade secrets, including moral rights and any applications, renewals, extensions, combinations, divisions, discontinuations, or re-issues of the foregoing.
- Unless expressly specified otherwise in <u>Annex 1</u>, should the performance of the Services entail the delivery of (written) advice, reports or any other materials or results ("**Deliverables**"), the ownership of any Intellectual Property Rights in such Deliverables shall be vested in EIT UM.
- In addition to Article 0, any item provided by EIT UM (or by a third party designated by EIT UM on behalf of EIT UM) and used to perform the Services and/or embedded in the delivered Services, shall at all times remain the ownership of EIT UM. Supplier shall have no right, title, or interest in any of these items nor any trademark or trade name from EIT UM.
- By exception to Article 0, Intellectual Property Rights owned or controlled by Supplier before the start of the performance of the Services shall remain the ownership of Supplier ("Background IP").
- Supplier hereby grant a non-exclusive, royalty-free and fully paid-up, worldwide, irrevocable and perpetual license under its Background IP used for the performance of the Services, to EIT UM, with the right to sublicense, for the use, make, have made, build-in, market, sell, lease, license distribute and/or otherwise dispose of the Services and/or Deliverables.





Supplier shall not, without EIT UM' prior written consent, publicly make any reference to EIT UM, whether in press releases, advertisements, sales literature or otherwise.

Unless expressly specified otherwise in Annex 1,

Supplier shall indemnify and hold harmless EIT UM, its Affiliates, partners, contractors and employees in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Services alone or in any combination or their use infringes any third party IPRs, or, if so directed by EIT UM, shall defend any such claim at Supplier's own expense. By "Affiliates" is meant any and all companies, firms and legal entities with respect to which now or hereafter EIT UM, directly or indirectly holds 50% or more of the nominal value of the issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity, including but not limitedly through a domination agreement.

EIT UM shall give Supplier prompt written notice of any such claim, provided, however, any delay in notice shall not relieve Supplier of its obligations hereunder except to the extent it is prejudiced by such delay. Supplier shall provide all assistance in connection with any such claim as EIT UM may reasonably require.

If any Services alone or in any combination, provided under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall, as directed by EIT UM, but at its own expense: either 1) procure for EIT UM or its users the right to continue using the Services alone or in any combination; or 2) replace or modify the Services alone or in any combination with a functional, non-infringing equivalent.

If Supplier is unable either to procure for EIT UM the right to continue to use the Services alone or in any combination or to replace or modify the Services alone or in any combination in accordance with the above, EIT UM may terminate the Agreement and upon such termination, Supplier shall reimburse to EIT UM the price paid, without prejudice to Supplier's obligation to indemnify EIT UM as set forth herein.

Confidentiality, documents

"Confidential Information" means any and all proprietary and/or confidential data and information, such as but not limited to commercial and/or technical information, that EIT UM, its Affiliates or representatives may disclose directly or indirectly, whether in writing or any other form, to Supplier that is related to the Service, which (a) is marked as "confidential" or "proprietary" or words of similar import when disclosed, and (b) is orally





disclosed and is summarized and described as confidential in a writing that is delivered to Supplier within fifteen (15) days of disclosure.

During the period beginning on the Effective Date (as specified in Annex I) and continuing for a period of five (5) years thereafter (the "Confidentiality Period"), Supplier agrees not to: (i) use EIT UM' Confidential Information for any purpose other than for the Service; and (ii) disclose EIT UM Confidential Information to any third party, except to its employees and other persons under its supervision that are operating within its organization, including without limitation, its Partners' employees who (A) have a legitimate "need to know" to accomplish the Service, and (B) are obligated to protect such Confidential Information pursuant to terms and conditions not less restrictive than those contained in this Agreement. Supplier shall protect EIT UM' Confidential Information as required hereunder using the same degree of care, but no less than a reasonable degree of care, as Supplier uses to protect its own confidential information of a like nature.

Supplier's obligations above shall not apply to any data or information that it can prove: (a) is lawfully available to Supplier, prior to the time of receipt from EIT UM as verified by written records; (b) is or becomes publicly available without violation of this Agreement or any other obligation of confidentiality and through no act or omission of Supplier; (c) is lawfully furnished to Supplier by a third party without use or disclosure restrictions; or (d) is developed by Supplier without use of or reference to any of EIT UM' Confidential Information. Furthermore, a disclosure by Supplier that is required pursuant to any judicial or governmental proceeding shall not be considered a breach of this Agreement, provided that Supplier promptly after learning of such action shall notify, to the extent permitted by applicable law, EIT UM thereof to give EIT UM the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

Supplier is not permitted - alone or with or through others — to remove, dispatch, transmit or allow any third parties to inspect, use or otherwise have access to any property belonging to EIT UM or any of its Affiliates, including but not limited to any notes, drawings, letters, formulas, recipes, other documents and/or any copies thereof, tools, designs, products manufactured or (copies of) computer files or other data carriers, unless EIT UM has given its prior written permission to any such action.

EIT UM shall remain the owner of all property it has made available to Supplier in connection with this Agreement.

Supplier shall make all property belonging to EIT UM (or its Affiliates) such as, but not limited to any notes, drawings, letters, formulas, recipes, other documents and/or copies of such matters, tools, models, finished products, (copies of) automated files or other data carriers, which come into its possession during the term of this Agreement, available to EIT UM in





good condition immediately upon initial request, but in any case on the day on which the Agreement ends.

Personal data

For the purpose of this Agreement,

- "Personal Data" shall mean any and all information relating to an identified or identifiable
 individual, including but not limited to EIT UM current or former employees, employee
 family members, dependents or beneficiaries, customers, consumers, suppliers, business
 partners or contractors;
- "Processing" shall mean any operation or set of operations performed or to be performed
 upon Personal Data, whether or not by automatic means, such as creation, access,
 collection, recording, organization, storage, loading, employing, adaptation or alteration,
 retrieval, consultation, displaying, use, disclosure, dissemination or otherwise making
 available, alignment or combination, blocking, erasure or destruction (hereinafter also
 referred to as a verb "Process").

Where Supplier in the performance of the Agreement Processes Personal Data, then Supplier agrees and warrants that Supplier shall:

- (a) comply with all privacy and data protection law and regulations applicable to its Services;
- (b) Process Personal Data only (i) on behalf of and for the benefit of EIT UM, (ii) in accordance with EIT UM' instructions, and (iii) for the purposes authorized by this Agreement or otherwise by EIT UM, and (iv) insofar necessary for the Services rendered to EIT UM and as permitted or required by law;
- (c) maintain the security, confidentiality, integrity, and availability of the Personal Data;
- (d) implement and maintain appropriate technical, physical, organizational, and administrative security measures, procedures, practices, and other safeguards to protect the Personal Data against (i) anticipatable threats or hazards to its security and integrity; and (ii) loss, unauthorized access to, or acquisition or use of or unlawful Processing; and
- (e) promptly inform EIT UM of any actual or suspected security incident involving the Personal Data.

Without prejudice to the above, where Supplier in the performance of the Agreement processes Personal Data, the Parties also execute the data processing agreement attached as <u>Annex 2</u>.





- To the extent that Supplier allows a (sub)contractor to process the Personal Data, Supplier shall ensure that it binds such (sub)contractor to obligations which provide a similar level of protection, but in no way less restrictive, as this 0.
- Supplier shall, upon the termination of the Agreement, securely erase or destroy all records or documents containing the Personal Data. Supplier accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data if Supplier fails to erase or destroy the Personal Data upon termination of the Agreement.
- Supplier shall indemnify and hold harmless EIT UM, their officers, agents and personnel from any damages, fines, losses, and claims arising out of a breach of this 0.

Liability, indemnification, insurance

- Supplier shall indemnify and hold harmless EIT UM, its Affiliates, agents and employees, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages), whether arising before or after completion of the performance of the Services covered by the Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Services or any other information furnished by Supplier to EIT UM under the Agreement.
- Supplier warrants that it has taken out sufficient insurance against the aforementioned damage, costs and interest, or has made a sufficient provision for this purpose and is obliged to fully disclose to EIT UM immediately upon initial request all the (policy conditions of the) aforementioned insurance(s) and/or provisions. Supplier shall indemnify EIT UM and shall pay its insurance proceeds to EIT UM and furthermore indemnify for the excess amount of the total claim of damages that is not covered by the insurance of Supplier or any other insurance. EIT UM shall be entitled to take legal action against Supplier.
- Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, breach of confidentiality or for any liability that cannot by law be excluded or limited.
- Subject to Article 0, in no event shall EIT UM be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if EIT UM has been advised of the possibility of such damages and in no event shall





EIT UM be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by EIT UM.

Subject always to Article 0, depending on the nature of the Services and the liability risk associated therewith, a cap to the liability of Supplier under this Agreement may apply only if expressly mutually agreed in writing in Annex 1.

Suspension, termination of the Agreement

The Agreement is entered into as from the Effective Date (as specified in <u>Annex 1</u>) and shall end by operation of law, without the requirement of prior notice of termination, on the date the last of the Services have been delivered by Supplier, accepted, and paid by EIT UM (the "Term").

As an exception to the above, EIT UM may suspend, withdraw, dissolve, or terminate this Agreement fully or partially with immediate effect without incurring any penalty or compensation if and as soon as:

- (a) Supplier breaches any of its material obligations under this Agreement and, notwithstanding a written request from EIT UM to repair the current breach and to take appropriate measures to prevent such a breach in the future, fails to comply with such a request within a reasonable deadline fixed by EIT UM in the notice; or
- (b) EIT UM, in its reasonable discretion, determines that Supplier is not able to perform the Services as required; or
- (c) Supplier fails to provide EIT UM with adequate assurance of performance following request by EIT UM; or
- (d) Supplier files a petition for bankruptcy or is declared bankrupt; or
- (e) Supplier has become unable to pay its debts as they fall due or make any special arrangement(s) or composition with its creditors;
- (f) Supplier enters into voluntary or judicial liquidation;
- (g) the business of Supplier ceases to exist or control, or ownership is taken over by a third party;
- (h) as a result of the termination of the European programme(s) which requested EIT UM to enter into this Agreement (as the case may be).

As from receipt of a termination notice from EIT UM (under any legal ground), Supplier shall take immediate steps to bring the terminated Services to a closure in a prompt and orderly manner and to reduce expenditure to a minimum.





Supplier may, after giving fourteen (14) calendar days written notice to EIT UM, terminate the Agreement if EIT UM:

- (a) Fails for more than one hundred twenty (120) calendar days to pay Supplier the amounts due after the expiration of the payment term stated in 0 or
- (b) Consistently fails to meet its material obligations after repeated reminders; or
- (c) Suspends the progress of the Services or any part thereof for more than ninety (90) calendar days for reasons not specified in the Agreement, or not attributable to Supplier's breach or default.

Safeguarding of EU's financial interest and conflict of interest

Supplier accepts without reservation that during the implementation of the Agreement and for four (4) years after the completion of the Agreement, EIT UM has the right to transfer the tender proposal and the Agreement with Supplier to: (i) internal audit services; (ii) the EIT; (iii) the European Court of Auditors; (iv) the Financial Irregularities Panel or; (v) the European Anti-Fraud Office, for the purposes of safeguarding the EU's financial interests.

Supplier confirms that it shall take all measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). The Supplier is obliged to inform EIT UM immediately if there is any change in the above circumstances at any stage during the implementation of the tasks under the Agreement.

Miscellaneous

All notices given under this Agreement shall be given in writing. Any subsequent change of address shall be promptly notified by the Party concerned to the other Party and embodied in an amendment to the preamble of this Agreement.

In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of Supplier) and Supplier has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. EIT UM shall be entitled to immediately terminate the Agreement by written notice to Supplier if the context of the non- performance justifies immediate termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, Supplier shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of Supplier shall





in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Services to be supplied.

- Supplier shall not transfer, pledge, or assign any of its rights or obligations under the Agreement without the prior written consent of EIT UM. Any such pre-approved, transfer, pledge or assignment shall be null and void and have no effect vis-à-vis such third party.
- The rights and remedies reserved to EIT UM are cumulative and are in addition to any other or future rights and remedies available under the Agreement, at law or in equity.
- Neither the failure nor the delay of EIT UM to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of EIT UM to enforce each and every provision of the Agreement.
- No course or prior dealings between the Parties, no course of performance, and no usage of the trade shall be relevant to determine the meaning of the Agreement and to modify the provisions of this Agreement.
- No waiver, consent, modification, or amendment of the terms of the Agreement shall be binding unless made in a writing specifically referring to the Agreement signed by EIT UM and Supplier.
- In the event that any provision(s) of this Agreement shall be held invalid, unlawful, or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding, or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful, or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.
- All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Intellectual Property, Confidentiality and Personal Data, shall survive.
- The Agreement shall be governed by and construed in accordance with the laws of the country or state in which the EIT UM ordering entity is located, as applicable.
- Supplier and EIT UM each consents to the exclusive jurisdiction of the competent courts in (i) the city in which the EIT UM ordering entity is located; or (ii), at the option of EIT UM, the





jurisdiction of the entity of Supplier to which the order was placed, or (iii), at the option of EIT UM, for arbitration in which case Article 0 applies. Supplier hereby waives all defences of lack of personal jurisdiction and forum non-convenience.

If so chosen by EIT UM in accordance with Article 0, any dispute, controversy, or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the International Chamber of Commerce Rules of arbitration (ICC), which Supplier and EIT UM declare to be known to them. Supplier and EIT UM agree that: (i) the appointing authority shall be the ICC-International Chamber of Commerce of Paris, France; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in the jurisdiction of the EIT UM entity mentioned in the recitals or, at the option of EIT UM, the jurisdiction of Supplier's entity mentioned in the recitals; (iv) the language to be used in the arbitration proceedings shall be English; and (v) the material laws to be applied by the arbitrators shall be the laws as determined under Article 0.

The United Nations Convention on International Sale of Goods shall not apply to the Agreement.

EIT KIC URBAN MOBILITY, S.L.

[company name]

Francisco Ibáñez

[name of representative]

CFO

[position of representative]





Annex 1 to the Services Agreement

In addition to the general terms and conditions specified in the body of the Service Agreement, the Parties hereby agree on the following specific conditions and details:

Description and timing of the Services subject to the procurement procedure (as per Article 0 of the Agreement) and detailed description of the types of Services and Deliverables (as per Article 0 of the Agreement) covered by the Agreement:

- Task 1
- Task 2

Price of the Services (as per 0 of the Agreement):

Services	Price
[Subject of the services]	[(Unit) price of the services]

Charging the compensation to EIT UM (as per Article 4 of the Agreement)

Supplier may charge the amounts of the Agreement at the end of the following period:

Payment 1 – [description]	[date]
Payment 2 - [description]	[date]
Payment 3 - [description]	[date]

Payment term applying to Supplier invoices (as per Article 4 of the Agreement):

Payment term (expressed in calendar days)	30 days

Term of the Agreement (as per Article 10 of the Agreement):

In application of Article 10.1 of the Agreement, the Effective Date on which the Agreement starts and the Termination Tate on which the Agreement shall terminate automatically are set forth below:

Effective Date (start of the agreement)	Termination Date (i.e. date on which the last service is expected to be delivered and paid)
[Starting date of the contract]	[End date of the contract]





Annex 2 to the Services Agreement

Data Processing Agreement

- I. The processing of personal data is subject to Regulation (EU) 2016/679 of the European Parliament and Council regarding the protection of individuals in respect of the processing of their personal data and of the free circulation of such data (hereinafter referred to as "GDPR") and the Spanish Organic Law 3/2018, of 5th December, on Personal Data Protection and Guarantee of Digital Rights.
- II. The Parties have determined to enter into this data processing agreement (hereinafter referred to as the "Data Processing Agreement") having due regard to Article 28 of the GDPR.
- III. This Data Processing Agreement is an integral part to the service agreement agreed between the Parties (hereinafter referred to as the "Agreement")
- IV. In the course of providing the services, the Supplier as "Data Processor" may process personal data on behalf of EIT UM (hereinafter referred to as: "Personal Data"). Therefore, the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

NOW IT IS HEREBY AGREED as follows:

1. Purpose of the Processing Engagement.

1.1 The purpose of this Data Processing Agreement is to establish the conditions under which during the provision of services the Data Processor shall be responsible for the processing of the Personal Data contained in some databases owned by the EIT UM and/or the Personal Data collected from data subjects, in order to be able to fulfill with the Agreement obligations. In no case the Data Processor may use the data to its own purposes.

2. Processing of EIT UM's Personal Data

- 2.1 EIT UM instructs the Data Processor to process EIT UM's Personal Data.
- 2.2 The Data Processor shall:





- 2.2.1 Comply with all applicable data protection laws in the processing of EIT UM's Personal Data;
- 2.2.2 Not process EIT UM's Personal Data other than on the relevant EIT UM's documented instructions and only for the purpose of providing the services under the Agreement. If the Data Processor considers that any of the instructions infringes the GDPR or any other data protection regulation, the Data Processor shall immediately inform EIT UM.
- 2.2.3 In the event that the Data Processor needs to process Personal Data of any data subject on behalf of the EIT UM, the Data Processor shall comply with the GDPR in the collection of any such data, including collecting the data subjects express consent, where applicable and if so instructed by EIT UM. Upon EIT UM requirement, the Data Processor shall use the consent form provided by EIT UM.
- **2.2.4** Describe the specifications of the processing: subject-matter, duration nature and purpose of the processing, the type of personal data, categories of data subjects and the subcontracted processing, according to **Exhibit A**.
- **2.2.5** If applicable, keep a written record of all categories of processing activities carried out on behalf of EIT UM according to art. 30.5 of the GDPR, containing:
 - The name and contact details of the Data Processor and sub-processors and each person in charge of the processing.
 - The categories of processing carried out on behalf of each responsible.
 - If applicable, transfers of Personal Data to a third country or international organisation, including the identification of that third party country or international organization and, in the case of transfers referred to in the second subparagraph of Article 49 (1) of the GDPR, the documentation of adequate guarantees.
 - An overview of the technical and organizational measures of security relating to:
 - Pseudonymization and encryption of Personal Data.
 - The ability to ensure the permanent confidentiality, integrity, availability and resilience of processing systems and services.
 - The ability to restore availability and access to Personal Data quickly, in the event of a physical or technical incident.





- The process of regular verification, evaluation, and valuation of the effectiveness of technical and organisational measures to guarantee the security of the treatment.
- **2.2.6** Not to communicate the Personal Data to third parties, except with the express authorisation of the Data EIT UM, in the legally admissible cases.

The Data Processor may communicate the Personal Data to other processors of the same EIT UM, in accordance with EIT UM's instructions. In this case, EIT UM shall identify, in advance and in writing, the entity to which the data must be communicated, the data to be communicated and the security measures to be applied for the communication.

3. Data Processor Personnel

3.1 The Data Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any sub-contracted processor who may have access to EIT UM's Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant EIT UM's Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with the applicable laws in the context of that individual's duties to the sub-processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

- 4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Processor shall in relation to EIT UM's Personal Data implement appropriate technical and organizational measures to ensure alevel of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 4.2 In assessing the appropriate level of security, Data Processor shall take account the risks that are presented by the processing, in particular from a Personal Data breach.
- 4.3 In any case, the Data Processor shall implement mechanisms to:
 - Ensure the continued confidentiality, integrity, availability and resilience of processing systems and services.





- Restore availability and access to Personal Data in a timely manner in the event of a physical or technical incident.
- Verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organizational measures in place to the security of the processing.
- Pseudonymize and encrypt Personal Data, where appropriate.
- Designate a data protection officer and communicate his/her identity and contact details to the EIT UM, where appropriate.

5. Outsourcing

- 5.1 The Data Processor shall not outsource the provision of any of the services to be performed under this Data Processing Agreement which involve the processing of Personal Data, except for ancillary services needed for the normal operation of the Data Processor's services.
- 5.2 When it is necessary to outsource any processing, EIT UM shall be informed by written means of this fact in writing 15 days in advance, and receive an indication of the processing that is intended to be outsourced and identify clearly and unambiguously the subcontractor and its contact details. The outsourcing may be undertaken only if the EIT UM approves it.
- 5.3 The subcontractor, who will also be a processor, shall be obliged to comply with the Data Processor's obligations under this Data Processing Agreement and with any instructions issued by the EIT UM. It is the Data Processor's responsibility to regulate the new relationship so that the subcontractor may be subject to the same conditions (instructions, obligations, security measures, etc.) and the same formal requirements as the Data Processor regarding the proper processing of Personal Data and the safeguarding of the rights of data subjects. In the event of noncompliance on the part of the subcontractor, the Data Processor will remain fully liable to the EIT UM.

6. Data Subject Rights

- 6.1 Taking into account the nature of the processing, the Data Processor shall assist EIT UM by implementing appropriate technical and organizational measures, in so far as this is possible, for the fulfilment of EIT UM's obligations, as reasonably understood by EIT UM, in responding to the exercise of the rights of:
 - Access, rectification, erasure and objection.
 - Limitation of processing





- Data portability
- Not to be subject to automated individualized decisions (including profiling).
- 6.2 When the data subjects exercise their rights, the Data Processor must communicate this by e-mail to the address indicated by EIT UM. The communication must be made immediately and in no case later than the working day following receipt of the request, together, where appropriate, with other information that may be relevant for resolving the request.

7. Personal Data Breach

- 7.1 The Data Processor shall notify EIT UM without undue delay upon becoming aware of a Personal Data breach affecting EIT UM's Personal Data, providing EIT UM with sufficient information to allow EIT UM to meet any obligations to report or inform data subjects of the Personal Data breach under the data protection laws.
- 7.2 The Data Processor shall co-operate with EIT UM and take reasonable commercial steps as are directed by EIT UM to assist in the investigation, mitigation and remediation of each such Personal Data breach.
- 7.3 If available, the following information, as a minimum, shall be provided:
 - a) Description of the nature of the Personal Data breach, including, where possible, the categories and approximate number of data subjects affected;
 - b) The name and contact details of the data protection officer or other point of contact from whom further information may be obtained;
 - c) Description of the possible consequences of the Personal Data breach;
 - Description of the measures taken or proposed to be taken to remedy the Personal Data breach, including, where appropriate, the measures to mitigate the possible negative effects;

If and to the extent that it is not possible to provide the information at the same time, the information shall be provided in a phased manner without undue delay.





8. Data Protection Impact Assessment and Prior Consultation

8.1 The Data Processor shall provide reasonable assistance to EIT UM with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities, which EIT UM reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other data protection law, in each case solely in relation to processing of EIT UM's Personal Data by, and taking into account the nature of the processing and information available to the subcontractors.

9. Deletion or return of EIT UM's Personal Data

- 9.1 Processor shall promptly and in any event within 10 business days of the date of cessation of any services involving the processing of EIT UM's Personal Data, delete and procure the deletion of all copies of those EIT UM's Personal Data.
- 9.2 However, the Processor may keep a copy of the data, with the data duly blocked, for as long as liability may arise from the performance of the service.
- 9.3 Processor shall provide written certification to EIT UM that it has fully complied with this section 9 within 10 business days of the cessation date.

10. Audit rights

10.1 The Data Processor shall make available to EIT UM, upon request, all information necessary to demonstrate compliance with this Data Processing Agreement and shall allow and contribute to audits, including inspections, by EIT UM or an auditor mandated by EIT UM in relation to the processing of EIT UM's Personal Data.

11. Data Transfer

11.1 The Data Processor may not transfer or authorize the transfer of Personal Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of EIT UM. If Personal Data processed under this Data Processing Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the Personal Data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual





clauses for the transfer of Personal Data.

12. General Terms

- 12.1 Confidentiality. Each Party must keep this Data Processing Agreement and the information it receives about the other Party and its business in connection with this Data Processing Agreement confidential and must not use or disclose that confidential information without the prior written consent of the other Party except to the extent that:
 - (a) disclosure is required by law;
 - (b) the relevant information is already in the public domain.
- 12.2 Notices. All notices and communications given under this Data Processing Agreement must be in writing and will be delivered personally, sent by email to the email address set out in the Agreement.

Exhibit A

1. Description of Personal Data processing

- **1.1.** The Data Processor is enabled to process on behalf of EIT UM, the Personal Data necessary to provide the services **described in clause 1.3 of the Agreement**.
- 1.2. The processing will consist of:

The processing of personal data by the Data Processor under the scope of this Agreement may take place when XXXXXXX

- 1.3. Specification of the processing to be carried out: (*Please mark with a cross where applicable*)
 - Collection
 - Recording
 - Structuring
 - Modification
 - Conservation
 - Extraction
 - Consultation
 - Communication by transmission
 - Dissemination





- Interconnection
- Collation
- Restriction
- Deletion
- Destruction
- Conservation
- Communication

Other:	

2. Identification of the affected information

For the execution of the services derived from the fulfilment of the object of the Agreement and subject to the obligations stated in this Data Processing Agreement, the Data Processor will process the Personal Data described below:

(Please number all Personal Data processed e.g image, voice, nationality, name, surname, etc.)

- Image
- voice
- nationality
- name
- surname
- job title

3. Duration

This Data Processing Agreement shall enter into force upon being made and shall remain in force as long as the provision of services under the Agreement lasts.

4. Subcontracting

The Data Processor is authorized to subcontract the following processing:

(please inform if there is going to be any data processing subcontracting)









1.2 Tenders submission form

Tender Submission Form

for the procedure of ".....[title of the procurement procedure]"

Name of legal entity	
Registered address	
Tax registration number	

2. Contact person

1. Tender submitted by

Name	
Address	
Telephone	
E-mail address	

3. Statement

I, <name>, the undersigned, being the authorised signatory of the above tenderer [for consortiums, this must include all consortium members], hereby declare that we have examined and accept without reserve or restriction the entire content of the tender documentation for the above procurement procedure. We offer to provide the services requested in the tender documentation on the basis of the following, which comprise our financial offer and our technical offer [if applicable]:

Award criteria	Tenderer's Offer





Financial offer: <pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>	net X EUR
<technical (if="" applicable)="" offer:=""></technical>	e.g.: • Expert 1:
<e.g. experience="" in="" number="" of="" presented="" years=""> e.g.:</e.g.>	 XY - X years of experience
 name and professional capacity of Expert 1 (according to RFP 4.2 a) ii) 	Expert N:XY - X years of
 name and professional capacity of Expert N (according to RFP 4.2 a) ii) 	experience
<e.g. cfs="" delivered="" number="" of=""></e.g.>	

Signed:

[Signature of representative]

[Position of representative]





1.3 Tenders declaration form

<Date>

<Name and address of Contracting Authority >

Subject: <Please include here the title of the procurement procedure>

TENDERER'S DECLARATION

Dear Sir/Madam,

In response to your letter of invitation for the above contract I, < Name and position of authorised representative of the firm>, hereby declare that we:

are submitting this tender for this contract. We confirm that we are not participating in any other tender for the same contract in any form (as in a consortium or as an individual candidate);

we also confirm that we shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks;

we accept that during the implementation of the contract and for four years after the completion of the contract, the supplier must keep confidential any data, documents or other material that is identified as confidential at the time it is disclosed ('confidential information').

we accept that during the implementation of the contract and for four years after the completion of the contract, the Contracting Authority has the right for the purposes of safeguarding its financial interests, the proposal and the contract of the supplier may be transferred to internal as well as external audit services.

We understand that if the information provided is proved false, the award may be considered null and void.

Yours faithfully,

<Signature of authorised representative>





1.4 Template Agreed-Upon Procedures report on the Certificate on the Financial Statement (CFS)

1.4.1 Template Beneficiaries / Affiliated entities

To

[Organisation full name address]

The purpose of this CFS is to provide the EU granting authority with findings in accordance with the agreed-upon procedures (AUP) set out in the Service Agreement signed and dated dd/mm/yyyy with EIT Urban Mobility s.l which were agreed with the EU granting authority, in order to be able to assess whether the [Beneficiary's] [Affiliated Entity's] certain costs (and, if relevant, also revenues) comply with the conditions set out in the EU Grant Agreement. This report is solely intended for this purpose.

The agreed-upon procedures have been set and determined as appropriate by the EU granting authority.

The agreed-upon procedures engagement involves our performing the agreed-upon procedures set out in the Service Agreement, as agreed with the participant. We do not assess the appropriateness, nor do we provide an audit opinion or assurance. Had we performed additional procedures, other matters might have come to our attention that would have been reported.

We, [full name of the practitioner (firm)], established in [full address/city/country], represented for signature of this CFS by [name and function of an authorised representative],

hereby report that

- 1 We are qualified/authorised to deliver this CFS [(for additional information, see appendix to this certificate)] and are not subject to any conflict of interest.
- 2 We have performed the agreed-upon procedures engagement in accordance with the Service Agreement (including the agreed-upon procedures checklist, which forms an integral part of the Service Agreement), and in particular the following standards:
 - the International Standard on Related Services (ISRS) 4400 (revised) Agreed-upon Procedures
 Engagements as issued by the International Auditing and Assurance Standards Board (IAASB)
 - the International Code of Ethics for Professional Accountants (including International Independent Standards) issued by the International Ethics Standards Board for Accountants (IESBA), including the independence requirements
 - the International Standard on Quality Control 1 Quality Control for Firms that Perform Audits and Reviews of financial statements, and Other Assurance and Related Services Engagements (equivalent).





3 — We have performed the agreed-upon procedures on costs and revenues declared in the financial statement(s) of [organisation legal name (short name)], PIC [number], under EU Grant Agreement No [insert number] — [insert acronym], covering the following reporting period(s): [insert reporting period(s)].

The relevant costs and revenues subject to this report amount to:

- total actual costs of EUR [insert cost amount]
- total unit cost in accordance with usual cost accounting practices of EUR [insert cost amount] and
- total revenues of EUR [insert revenue amount].

In accordance with the Service Agreement, specific cost categories based on unit costs (other than unit costs in accordance with usual cost accounting practices), flat-rates or lump sums were not subject to this report. The financial statement(s) for the relevant reporting period(s) contained such costs amounting in total to EUR [insert number].

4 — We have performed the agreed-upon procedures on the reporting period(s) listed above.

The standard findings could be confirmed, with the following **exceptions**:

N.[insert number of not confirmed standard finding] – [insert cost category] – [insert amount per reporting period or 'not quantifiable')]: [provide factual explanation of 'NO'-result finding e.g. calculation error, lack of supporting document, non-compliance with national law, etc.]

Repeat as needed

The following agreed-upon procedures (and standard findings) were **not applicable**:

N.[insert number of not applicable AUP/standard finding] – [insert cost category]: [provide factual explanation of 'N.A.'-result finding e.g. no cost declared under one of the cost category.]

Repeat as needed

_			
ъt.	ırtner	rema	rks:

[insert any additional remarks]





5 — The participant paid a **price** of EUR [insert amount]) (including VAT of EUR [insert amount]) for this CFS. [OPTION 1: These costs are eligible under the grant and included in the financial statement.][OPTION 2: These costs were not charged to the grant.]

[OPTION: Other comments:

[if needed, insert free text to add additional information depending on the specificities of the CFS (ex. confidentiality requirements), ensuring that it does not call into question the ToR, Grant Agreement or other applicable provisions)]]

Annexes: Agreed-upon Procedures checklist (signed and completed) and Financial statement

SIGNATURE
For the practitioner
[forename/surname/function]
[address]
[signature]
[date] [stamp]





1.4.2 Template Subgrantees

[Subgrantee]

Scope and purpose

As agreed under the Specific Agreement dated dd/mm/yyyy with EIT Urban Mobility s.l. ('the Engaging Party'), and all subsequent amendments, we, [name of the practitioner] ('the Practitioner'), established at [full address/city/state/province/country], represented by [name and function of an authorised representative], have performed the procedures enumerated in annex to this report, which were agreed to by EIT Urban Mobility s.l. and the European Institute of Innovation and Technology, the 'EIT' ('Granting Authority'), solely to assist the [EIT Climate-KIC / EIT Culture & Creativity/ EIT Digital / EIT Food/ EIT Health / EIT InnoEnergy/ EIT Manufacturing/ EIT RawMaterials or EIT Urban Mobility], the 'KIC LE' ('the Intended User'), in evaluating whether the [Subgrantee's] costs in the accompanying Horizon Europe Financial Statement ('the Financial Statement') were declared in accordance with the Subgrant Agreement [Subgrant Agreement reference] ('the Agreement'), with a total cost declared of EUR [total amount], for the period XX Month 202X to XX Month 202X; the procedures performed may not be suitable for another purpose.

Restricted use

This Agreed-upon Procedures Report ('Report') may be used only for the purpose described in the above objective. It was prepared solely for the confidential use of the [Subgrantee], the KIC LE and the EIT, and only to be submitted to the KIC LE. The Report may not be used by the [Subgrantee], the KIC LE or by the EIT for any other purpose, nor may it be distributed to any other parties. The KIC LE and the EIT may only disclose the Report to authorised parties, in particular to the European Anti-Fraud Office (OLAF), European Public Prosecutor's Office (EPPO) and the European Court of Auditors (ECA).

This Report relates only to the Financial Statement submitted to the KIC LE by the [Subgrantee] for the Agreement. Therefore, it does not extend to any other of the [Subgrantee's] Financial Statements.

Responsibilities of the Engaging Party, the Intended User, the Granting Authority and Responsible Party EIT Urban Mobility s.l. and the KIC LE have acknowledged that the Agreed-upon Procedures are appropriate for the purpose of the engagement.

The [Subgrantee] (the 'Responsible Party'), as identified by Engaging Party is responsible for the Financial Statement on which the Agreed-upon Procedures are performed.

The sufficiency of these procedures is solely the responsibility of the Granting Authority.





Our responsibilities

We have conducted the Agreed-upon Procedures engagement in accordance with the International Standard on Related Services (ISRS) 4400 (Revised), *Agreed-upon Procedures Engagements*. An Agreed-upon Procedures engagement involves performing the procedures that have been agreed with EIT Urban Mobility s.l. and the EIT, and reporting the findings, which are the factual results of the Agreed-upon Procedures performed. We make no representation regarding the appropriateness, or the sufficiency of the Agreed-upon Procedures described below either for the purpose for which this Report has been requested or for any other purpose.

This Agreed-upon Procedures engagement is not an assurance engagement. Accordingly, we do not express an opinion or an assurance conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported.

Furthermore, we undertake no responsibility to update this Agreed-upon Procedures Report for events and circumstances occurring after the date of this Report.

Our independence and quality control

In performing the Agreed-upon Procedures engagement, we complied with the ethical requirements in the Code of Ethics for Professional Accountants issued by the International Ethics Standards Board for Accountants (IESBA). We are not required to be independent for the purpose of this engagement; however, we complied with the independence requirements of the IESBA Code that apply to assurance engagements other than financial audit or review engagements.

There was no conflict of interest² between us and the [Subgrantee] in establishing this Report.

[name of the practitioner] applies the International Standard on Quality Control 1, Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance and Related Services Engagements, and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Description of procedures performed

We have performed the procedures included in annex to this report, which were agreed-upon with EIT Urban Mobility s.l. and the EIT, on the accompanying Financial Statement.

² A conflict of interest arises when the Practitioner's objectivity to establish the certificate is compromised in fact or in appearance when the Practitioner for instance:

⁻ was involved in the preparation of the Financial Statements;

⁻ stands to benefit directly should the certificate be accepted;

⁻ has a close relationship with any person representing the beneficiary;

⁻ is a director, trustee or partner of the beneficiary; or

is in any other situation that compromises his or her independence or ability to establish the certificate impartially.





Apart from the Findings listed below, the [Subgrantee] provided the Practitioner all the documentation and accounting information needed by the Practitioner to carry out the requested Procedures.

E.1 – [insert cost category] - Finding [insert procedure number(s)]: [explain finding concisely and factually]

E.2 – [insert cost category] - Finding [insert procedure number(s)]: [explain finding concisely and factually]

Restrictions on the performance of the procedures

We considered the following Procedures as not applicable: [insert procedure numbers].

The reason for the non-applicability of the above-mentioned Procedures is the absence of these costs and/or the non-application of the respective methodologies.

Explanatory paragraph

In addition to reporting on the results of the procedures carried out, the Practitioner has no further general remarks to report.



In addition to reporting on the results of the specific procedures carried out, the Practitioner would like to make the following general remarks:

[free text to describe general remarks concisely and factually]

[Signature]

[Date of the Report]

[Location]

Annexes

- 1. Agreed-upon Procedures checklist
- 2. Financial Statement





1.5 Template CFS Agreed-Upon Procedures checklist

1.5.1 Template Beneficiaries / Affiliated entities

CFS AGREED-UPON PROCEDURES CHECKLIST

General eligibility conditions and ineligible cost

Grant Agreement Article	Cost Category	Procedures	Standard Finding
Article 6.1, 6.3	GENERAL ELIG	IBILITY CONDITIONS AND INELIGIBLE COSTS	
Article 6.1 and 6.3	GENERAL ELIGIBILITY CONDITIONS AND INELIGIBLE COSTS	For all cost categories: For the sample of each cost category, the practitioner checked that the costs declared in the financial statements fulfil the following general eligibility conditions for actual costs: - The costs are identifiable and verifiable, in particular recorded in the participant's accounts in accordance with the accounting standards applicable in the country where the participant is established and with the participant's usual cost accounting practices (i.e. used consistently by the participant for all similar activities, not just for the EU action, except for modifications required to comply with rules under the Grant Agreement). - The costs are actually incurred by the participant (proof of payment, no reinvoicing to other entities). - The costs are incurred in the period set out in art. 4 (with the exception of costs relating to the submission of the final periodic report, which may	The standard finding for this procedure is included as firs finding in each cost category (see below): "The costs were eligible (not ineligible components) identifiable and verifiable linked to the action and incurred by the participan (proof of payment, no reinvoicing to other entities during the duration of the action in accordance with its usual cost accounting practices."



be incurred afterwards; see art. 21 GA and the corresponding AGA — Annotated Grant Agreement* section).

- The costs are declared under the correct budget category set out in art. 6.2 and Annex 2.
- The costs are incurred in connection with the action (i.e. a direct link between the cost and the action activities as described in the description of the action (Annex 1 GA) can be established in the accounting system or other supporting documents).
- The costs comply with the applicable (national) law (e.g. on taxes, labour and social security).
- The cost do not contain any ineligible elements (listed in art. 6.3; e.g.cost declared under other EU grants ('double-funding'), or excessive or reckless expenditure).

'Excessive' means paying significantly (25%) more for products, services or personnel than the prevailing market rates or the usual practices of the participant (and thus resulting in an avoidable financial loss to the action).

'Reckless' means failing to exercise care in the selection of products, services or personnel (and thus resulting in an avoidable financial loss to the action (25%)).

'Double-funding' means that costs or contributions cannot be declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget) except where the Grant Agreement explicitly provides for synergy actions (art. 6.3(b)).





Personnel costs (A.1-A.6)

CFS AGR	CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6)			
Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
Article 6.2.A	A.	PERSONNEL COSTS		
Article 6.2.A	A. PERSONNEL COSTS	The practitioner draws a sample to carry out the procedures under this cost category. The sample should be selected randomly. It should cover 10% of all persons for which costs were declared, with a minimum sample of 10 persons (or all persons if less than 10 worked on the action). The practitioner sampled persons out of a total of		
Article 6.2.A.1	A.1	EMPLOYEES OR EQUIVALENT	-	
Article 6.2.A.1	A.1 EMPLOYEES OR EQUIVALENT (all programmes except SMP ESS, CUST/FISC) A.1 If standard (Case 1A):	For the persons included in the sample and working under an employment contract or equivalent appointing act: The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). Actual personnel cost for employees (or equivalent) are to be calculated in accordance with the formula set out in art 6.2.A.1 GA and the corresponding AGA —	1) The cost used for the calculation of the daily rate were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with its usual cost accounting practices.	YES/NO/N.A.





Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		Annotated Grant Agreement* section. It is the task of the practitioner to check that the elements for the calculation of actual personnel cost declared to the granting authority are	2) The persons worked for the participant on the basis of an employment contract or equivalent appointing act.	YES/NO/N.A.
		correct and in compliance with the rules and that the formula has been correctly applied. The elements to be checked are: - actual personnel cost incurred, including any eligible components and excluding any ineligible components	3) The persons were i) directly hired by the participant in accordance with its national legislation, ii) under the participant's sole technical supervision and responsibility and iii) remunerated in accordance with the participant's usual practices.	YES/NO/N.A.
		 number of months of employment during the reporting period, used for the calculation of the maximum declarable day equivalents working-time factor, used for the calculation of the maximum 	4) The persons' employment time during the action corresponds to the number of months used for the calculations of the maximum declarable-day equivalents.	YES/NO/N.A.
		declarable-day equivalents - number of day- equivalents worked for the action, as recorded in the monthly declaration or another reliable time recording	5) The persons' working-time factor(s) corresponds to the factor(s) used for the calculation of the maximum declarable-day equivalents.	YES/NO/N.A.



SI S AGIN	CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6)				
Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)	
		system (correctly converted using one of the accepted formulas, see art. 20 GA and the corresponding AGA—Annotated Grant Agreement* section) To confirm the standard findings in the next column, the practitioner checked the following information/documents	6) The persons were assigned to the action according to the monthly declaration of day-equivalents worked in the action, or internal written instructions, organisation chart or other documented management decision.	YES/NO/N.A.	
		provided by the participant: - a list of the persons included in the sample indicating the period(s) during which they worked for the action, their position (classification or category) and type of contract (or other document proving the working-time factor)	7) The maximum declarable day-equivalents for the person have been correctly calculated according to the following formula (or as adapted for specific cases, see art 6.2.A.1 GA and the corresponding AGA — Annotated Grant Agreement* section).	YES/NO/N.A.	
		- the payslips of the employees included in the sample as well as documents providing proof of payment (checked at least two salary payments per person per year); information	8) The maximum declarable day-equivalents used for the calculation of the personnel cost are correctly rounded (up or down to the nearest half day-equivalent).	YES/NO/N.A.	
		concerning the employment status and employment conditions of	9) Daily rate was correctly calculated (actual personnel	YES/NO/N.A.	



CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6) Grant Result Agreement **Cost Category Procedures Standard Finding** (YES/NO/N.A.) **Article** personnel included in costs during the the sample, months within the their particular reporting period divided by maximum employment contracts declarable dayequivalent equivalents). the participant's 10) Day-equivalents YES/NO/N.A. usual policy worked on the payroll regarding action were matters (e.g. salary recorded in а policy, overtime monthly declaration, policy, variable signed by the person pay/bonuses) and their supervisor, applicable national or were recorded in law on taxes, labour another reliable and social security time-record system. monthly 11) If another reliable YES/NO/N.A. declarations/ time time-record system records of the was used, time employees included worked the on in the sample and action has been any other document correctly converted that supports the into day-equivalents personnel costs according to one of declared. accepted the formulas (see art. 20 The practitioner also GΑ and the checked the eligibility of all corresponding AGA components (see art. 6) and Annotated Grant recalculated the personnel Agreement* costs for employees section). declared in the financial statement(s) through 12) Personnel YES/NO/N.A. cost reapplication of the declared for the personnel cost formula persons for each with the data from the period reporting accounting system (project

general

documents

accounting and

supporting

ledger), payroll system,

time recording system and

correctly

({day-

were

calculated

x {daily rate}).

equivalents worked}



Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		proving the working time factor.	13) If any, cost declared under specific cases (e.g. for HE, HUMA: parental leave) were correctly calculated and in accordance with art 6.2.A.1 GA and the corresponding AGA—Annotated Grant Agreement* section.	YES/NO/N.A.
		1	14) There were no discrepancies between the personnel costs charged to the action and the costs recalculated by the practitioner in accordance with the formula.	YES/NO/N.A.
	A.1 If project- based re- muneration(Case 1B): (option in HE)	Additional procedures if 'project-based remuneration' is paid: For the persons included in the sample whose level of remuneration (daily rate, hourly rate) increases when and because they work in (EU, national or other) projects: Apart from carrying out the procedures indicated	15) The amount of project-based remuneration paid corresponded to the participant's usual remuneration practices and was consistently paid whenever the same kind of work or expertise was required.	YES/NO/N.A.
		procedures indicated above, to confirm the standard findings in the next column, the practitioner:	16) The criteria used to calculate the project-based remuneration were objective and	YES/NO/N.A.





CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6)

Grant	nes			Result
Agreement Article	Cost Category	Procedures	Standard Finding	(YES/NO/N.A.)
		 checked relevant documents provided by the participant (employment contract or project- based contract, 	generally applied by the participants regardless of the source of funding used.	
		collective agreement, the participant's usual policy on remuneration, criteria used for its calculation, the participant's usual remuneration practice for projects funded under national funding schemes	17) The daily rate to be used for the EU Grant' financial statements is the lower of the action daily rate and the national project daily rate.	YES/NO/N.A.
		 recalculated the action daily rate per person as follows: {actual personnel costs for work on the action (incl. project-based supplementary payments, bonuses, increased salary, etc) during the months within the reporting period} divided by {day-equivalents worked by the person on the action during the months within the reporting period} 		
		 recalculated the (theoretical) national project daily rate as follows: {theoretical personnel costs for similar work in a 		





CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6)

Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		national project over the same number of months as the reporting period} divided by {maximum declarable day- equivalents}		
		 compared the action daily rate with the national project daily rate; the daily rate to be used for the EU grant financial statement will be the lower of the two 		
		 checked documents providing proof of payment (checked at least two salary payments per person per year). 		
		The maximum declarable day-equivalents for each reporting period are calculated as follows:		
		(215 / 12) multiplied by the number of months [during which the person is employed] within the reporting period) multiplied by the working time factor [e.g. 1 for full-time, 0,5 for 50% part time etc].		
		If there are no regulatory requirements and the participant does not have internal rules defining objective conditions on which the		





CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6) Grant Result Agreement Cost Category **Procedures Standard Finding** (YES/NO/N.A.) **Article** national project daily rate can be determined, but it can demonstrate that its usual practice is to pay bonuses for work in national projects, the national project daily rate is average of remuneration that the person received in the last complete year (calendar, financial or fiscal year) before the end of the reporting period for work in national projects calculated as follows: {(total personnel costs of the person in the last complete year) minus (remuneration paid for EU actions during that complete year)} divided by {215 minus (days worked in EU actions during that complete year)} 'EU actions' are 'EU grants' as defined in the Grant Agreement (i.e. awarded by EU institutions, bodies, offices or agencies, including EU executive agencies, EU regulatory agencies, EDA, joint

personnel costs'

covers all types of contracts with the person that qualify as personnel costs under

undertakings).

'Total

art. 6.2.A.





Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
	A.1 If average personnel costs (unit costs calculated in accordance with usual cost accounting practices) (Case 2): (option in HE, DEP, EDF, CEF, HUMA)	Additional procedures in case 'average personnel costs' is used: For the persons included in the sample: Apart from carrying out the procedures indicated above, the practitioner carried out following procedures to confirm standard findings in the next column: - obtained a description of the participant's usual cost accounting practice to calculate unit costs - checked whether the participant's usual	18) The personnel costs included in the financial statement were calculated in accordance with the participant's usual cost accounting practice, using the actual personnel costs recorded in the participant's accounts and excluding ineligible costs or costs already included in other budget categories and were applied in consistent manner, based on objective criteria, regardless of the source of funding.	YES/NO/N.A.
		cost accounting practice was applied for the financial statements subject of the present CFS - checked that the employees included in the sample were charged under the correct category (in accordance with the criteria used by the participant to establish personnel categories) by reviewing the contract/HR-record	19) The employees were charged under the correct category. 20) Total personnel costs used in calculating the unit costs were consistent with the expenses recorded in the statutory accounts and excluded any ineligible costs or costs included in other budget categories.	YES/NO/N.A.





CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6)

CIS ACREES OF CITT ROCESORES TERSORIER COSES (ALL ALO)				
Grant Agreement Cost Category Article	Procedures	Standard Finding	Result (YES/NO/N.A.)	
	or analytical accounting records - checked that there is no difference between the total amount of personnel costs used in calculating the cost per unit and the total amount of personnel costs recorded in the statutory accounts - checked documents providing proof of payment (checked at least two salary payments per person per year) - checked whether actual personnel costs were adjusted on the basis of budgeted or estimated elements and, if so, examined whether those elements used are actually relevant for the calculation, objective and supported by documents.	21) Any estimated or budgeted element used by the participant in its unit-cost calculation were relevant for calculating personnel costs, used in a reasonable way (i.e. do not play a major role in calculating the hourly rate) and corresponded to objective and verifiable information. If the budgeted or estimated figures represent less than 5% of the declared unit cost, it is considered that they do not play a major role and can be accepted. If the budgeted or estimated component is higher than 5%, then it needs to be compared with the actual costs.	YES/NO/N.A.	



Article 6.2.A.2. Article 6.2.A.2	A.2 A2. NATURAL PERSONS WITH DIRECT CONTRACT	NATURAL PERSONS WITH A For natural persons included in the sample and working with the participant under a direct contract other than an employment contract,	22) The cost were eligible (no ineligible components), identifiable and verifiable, linked to	YES/NO/N.A.
	PERSONS WITH DIRECT	included in the sample and working with the participant under a direct contract other than an employment contract,	eligible (no ineligible components), identifiable and verifiable, linked to	YES/NO/N.A.
		such as consultants (not subcontractors): The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). To confirm standard findings in the next column, the practitioner checked following	the action and incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with its usual cost accounting practices.	
	information/documents provided by the participant: - the contracts, especially the cost, contract duration, work description, place of work, ownership of the results and reporting obligations to the participant - the employment conditions of staff in the same category to	23) The persons worked for the participant as a self-employed natural person (e.g. some types of inhouse consultants) under a direct contract or a contract signed between the participant and a legal entity fully owned by the person (with no other employees).	YES/NO/N.A.	

The person must be hired under either: a direct contract signed between the participant and the natural person (not through another legal entity; e.g. a temporary agency) or a contract signed between the participant and a legal entity fully owned by that natural person and which has no other staff than the natural person being hired.



average daily rate of

tasks, or 25% in

performing similar tasks (which ever of the two amounts is

to highest daily rate of

similar

the

YES/NO/N.A.

employees performing

relation

employees

the lowest).

has

licences).

26) The results of work

carried out belong to the participant, or, if not, the participant

obtained all necessary rights to fulfil its obligations as if those results were generated by itself (e.g. through obtaining adequate

CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6) Grant Result Agreement Cost Category **Procedures Standard Finding** (YES/NO/N.A.) **Article** employee (including monthly declarations/ other regarding reliable time records teleworking arrangements the natural persons included in presence the sample and requirements at the premises). any other document that supports the 25) The cost of the YES/NO/N.A. costs declared and its persons were not registration (e.g. significantly invoices, accounting different from costs records, proof of for employees of the payment, etc). participant performing similar tasks (up to 50% can accepted relation to the





CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6)

Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
			27) The person was assigned to the action according to internal written instructions, organisation chart or other documented management decision.	YES/NO/N.A.
			28) Day-equivalents worked on the action were recorded in a monthly declaration, signed by the person and their supervisor, or were recorded in another reliable time-record system.	YES/NO/N.A.
			29) Time worked on the action has been converted into day-equivalents.	YES/NO/N.A.
			30) The cost used for the calculation of the daily rate for the person do not include ineligible cost.	YES/NO/N.A.
			31) the daily rate has been calculated with one of the following 3 alternatives: - If the contract specifies a fixed daily rate, this rate must be used. In case an	YES/NO/N.A.





CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6)

Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
	Cost Category	Procedures	hourly rate is set instead of a daily, multiply the hourly rate X 8 - If the contract states a fixed amount of work and a fixed amount for the work must be divided by the number of day-equivalents. If hours are mentioned, convert into equivalent days by X 8 - If the contract states a fixed amount for the work but does not specify the daily or hourly rate or total amount of days or hours to be worked, the global amount for the work must be divided	(YES/NO/N.A.
			by the pro-rata of 215 corresponding to the duration of the contract.	





CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6) Grant Result Agreement **Cost Category Procedures Standard Finding** (YES/NO/N.A.) **Article** 32) Personnel YES/NO/N.A. cost declared for the each person for period reporting were correctly calculated ({dayequivalents worked (rounded up down to the nearest half-day)} x {daily rate}). 33) If a number of day YES/NO/N.A. equivalents is used in the calculation of the amount per 'unit' (daily rate), the participant has not declared more dayequivalents worked on the action than the number of dayequivalents used to calculate the daily (consistency rate with the denominator). Article SECONDED PERSONS BY A THIRD PARTY AGAINST PAYMENT A.3 6.2.A.3 Article A.3 SECONDED For persons included in the 34) The YES/NO/N.A. cost were sample and seconded by a 6.2.A.3 **PERSONS** eligible (no ineligible third party against components), payment (not identifiable and subcontractors): verifiable, linked to action the and The practitioner carried out incurred by the the general checks for participant (proof of eligibility and ineligibility of payment, no recosts (see above). invoicing to other entities) during the





CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6) Grant Result Agreement **Cost Category Procedures Standard Finding** (YES/NO/N.A.) **Article** To confirm standard of duration the findings in the next action in accordance column, the practitioner with its usual cost checked following accounting information/documents practices. provided by the participant: 35) Seconded personnel YES/NO/N.A. are covered by a secondment their secondment contract(s) notably agreement between regarding costs, the participant and duration, work the employer of the description, place of seconded person, work and ownership the seconded of the results personnel reported the for to the participant's reimbursement by and worked on the the participant to the participant's third party for the premises (unless resource made otherwise agreed available (seconded with the personnel against participant). payment): any documentation that YES/NO/N.A. 36) The results of work supports the costs carried out belong to declared (e.g. the participant, or, if contract, invoice, not, the participant bank payment, and has obtained proof of registration necessary rights to in fulfil its obligations accounting/payroll, as if those results etc) were generated by reconciliation of the itself (e.g. through financial obtaining adequate statement(s) with the licences). accounting system (project accounting 37) Their costs were not YES/NO/N.A. and general ledger) significantly as well as any proof different from those that the amount for staff who invoiced by the third performed similar party did not include tasks under an any profit (i.e. that

employment



(neither

party).

for

participant nor for

the seconding third



CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6) Grant Result Agreement **Cost Category Procedures Standard Finding** (YES/NO/N.A.) **Article** the daily rate paid by contract with the the participant is not participant (or higher than the daily differences are rate actually paid by justified under the the third party to the specific case seconded person, secondment from applying the other countries). calculation rules of the Grant 38) The costs declared YES/NO/N.A. Agreement) were supported with documentation and any other document recorded in that supports the participant's costs declared (e.g. accounts. invoices, etc) and proof of payment. YES/NO/N.A. 39) The secondment did Normally, the practitioner not entail any profit should consider cost in the calculation of difference compared with personnel cost for staff who performed similar the seconded person tasks under an employment

contract

employees

amounts

rate

performing

with

performing

lower).

participant as significant if

they are 50% or more above

the average daily rate of

similar tasks, or 25% or more above the highest daily rate of employees performing similar tasks (which ever of the two

is

However, in the specific case of persons seconded against payment from a third party located in a different country than the participant's one, the costs can be higher than 50% in relation to the average daily

of

higher than 25% in relation

employees

similar,





CFS AGR	EED-UPON PRO	OCEDURES — Personnel c	osts (A.1-A.6)	
Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.
		to the highest daily rate of employees performing similar tasks (whichever is the lower), if the participant can demonstrate that its usual practice is to pay for secondments at the level of the actual remuneration of the seconded person.		
Article 6.2.A.4	A.4	SME OWNERS AND NATURA except SMP ESS, EUAF, CUST/		ll programmes
N/A				
Article 6.2.A.5	A.5	VOLUNTEERS (ERDF-TA, LIFE, AMIF/ISF/BMVI, UCPM)	ERASMUS, CREA, CERV, JUS	ST, ESF/SOCPL,
N/A				





Subcontracting costs (B.)

Grant Agreemen t Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
Article 6.2.B	В.	SUBCONTRACTING COSTS		
Article B. 6.2.B SUBCONT G	SUBCONTRACTIN	The practitioner draws a sample to carry out the procedures under this cost category. The sample should be selected randomly. It should cover 10% of all subcontracts for which costs were declared, with a minimum sample of 10 subcontracts (or all if less than 10 subcontracts were declared). The practitioner sampled subcontracts out of a total of		
		For the subcontracts included in the sample: The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). To confirm the standard findings in the next column, the practitioner checked that: — the use of subcontractors	40) The cost were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with its usual cost accounting practices.	YES/NO/N.A.
		was foreseen in Annex 1 GA (or declared following	41) The subcontracts were not made between participants (unless in	YES/NO/N.A



CFS AGREED-UPON PROCEDURES — Subcontracting costs (B.) Grant Result Agreemen **Cost Category Procedures Standard Finding** (YES/NO/N.A. t Article) 'simplified line with specific cases the approval' set out in the AGA procedure if Annotated Grant allowed by the Agreement, art. Grant Agreement; 6.2.B*) see art. 6.2.B) 42) The YES/NO/N.A. use of total the subcontracting was estimated costs of foreseen in Annex 1 subcontracting are GA and the total set out in Annex 2 estimated costs of GA (or declared subcontracting were following the set out in Annex 2 GA 'simplified (or use and cost were approval' declared following the procedure if 'simplified approval' allowed by the procedure if allowed Grant Agreement; bγ the see art. 6.2.B) Agreement; see art. subcontracting 6.2.B) and costs were costs were declared in the declared in the financial statements subcontracting under the category of the subcontracting financial category. statement 43) Subcontracts were YES/NO/N.A. subcontracting awarded using the costs declared in participant's usual the financial purchasing practices statements are if applicable, and, reconciled with other the data in the documents/procedure accounting system required for costs claimed can compliance with traced he to national law on public underlying bank procurement. statements showing amount 44) Subcontracts were YES/NO/N.A. paid and date of awarded according to the principle of best

value for money (best





CFS AGREED-UPON PROCEDURES — Subcontracting costs (B.) Grant Result Agreemen **Cost Category Procedures Standard Finding** (YES/NO/N.A. t Article) price-quality ratio) or payment by participant the lowest price. If an existing contract, a there are framework contract or supporting a usual provider is documents used, the participant proving that the provided proof (e.g. and selection documents of requests award procedure to different providers, were based on the different offers, proof usual purchase of assessment of offers practices of the and/or assessment of participant and, if market prices) applicable, demonstrating that national law on the original selection public fulfilled these criteria procurement the subcontracts 45) The participant YES/NO/N.A. were awarded applied procedures to using ensure the absence of participant's usual conflict of interest and purchasing based on our practices/internal examination nothing procedures, that came to our attention these ensure best that could indicate a value for money potential conflict of (or if appropriate interest. The the lowest price) participant has and that there are provided the required procedures written confirmation. place to ensure If an existing contract, the absence of a framework contract conflict of or a usual provider was interests by: used, the participant provided proof (e.g. reviewing the requests to different subcontract providers, proof of award assessment of offers process, and/or assessment of including, bid market prices) evaluation, demonstrating that





Grant Agreemen t Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		and selection process to	the original selection fulfilled these criteria.	
		ensure that the award corresponded to the evaluation in accordance with the requirements	46) the subcontracts ensure that the contractual obligations set out in art. 9.3 are also imposed on the subcontractor.	YES/NO/N.A.
		set out for the subcontract and that the participants staff involved in the award	47) The subcontracts were not awarded to other participants of the consortium or affiliated entities.	YES/NO/N.A.
		procedure were subject to conflict of interest rules (e.g. requiring them to	48) All subcontracts were supported by signed agreements between the participant and the subcontractor.	YES/NO/N.A.
		declare conflict of interests)	49) There was evidence that the services were provided by the	YES/NO/N.A.
		 reviewing the qualifications of the subcontractor to ensure 	subcontractors.	
		that they correspond to the requirements		
		set out for the subcontract		
		 reviewing the subcontract to ensure that it contains 		
		conflict of interest		





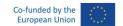
Grant Agreemen Cost Categ t Article	ory Procedures	Standard Finding	Result (YES/NO/N.A.)
	provisions (e.g. requirements for the subcontractor to disclose any conflicts of interest) - receiving a written confirmation from the participant that subcontracts were awarded in accordance with the principle of best value of money and no conflict of interest. For participants that are 'contracting authorities/entities' within the meaning of the EU Public Procurement Directives 2014/24/EU, 2014/25/EU or 2009/81/EC, the practitioner verified that the subcontracting complied with the applicable national law on public procurement. The practitioner also examined the		





Grant Agreemen t Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		that the participant's contractual obligations under the Grant Agreement are also imposed on subcontractors (art. 9.3 GA):		
		proper implementation		
		 conflict of interest 		
		 confidentiality and security 		
		 ethics and values 		
		– visibility		
		 other specific rules for carrying out the action 		
		information obligations		
		 record keeping 		
		 checks, reviews, audits, investigation rights of the granting authority, OLAF, ECA and EPPO. 		
		In addition, the practitioner also checked that:		
		 there were signed agreements between the participant and the subcontractor 		





Grant Agreemen t Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		 the subcontracts were not awarded to other participants or to affiliates, unless they have a framework contract or the affiliate is their usual provider, and the subcontract is priced at market conditions there was evidence that the services were provided by subcontractor. In the case of framework contracts, the practitioner checked that the selection of the provider was done in line with the usual practice of the participant and awarded on the basis of best-value-for-money or lowest price and absence of conflict of interest. The framework contract does not necessarily have to be concluded before the start of the action. 		





Purchase costs (C.)

CFS AGR	EED-UPON P	ROCEDURES — Purchase costs (C.)	
Grant Agreement Article	Cost Category	Procedures	Standard Finding
Article 6.2.C	C.	PURCHASE COSTS	
Article 6.2.C	GENERAL ELIGIBILITY CONDITIONS FOR PURCHASE COSTS	For all purchase cost categories: For the sample of each purchase cost category, the practitioner checked that the costs declared in the financial statements fulfil the following eligibility conditions for purchase costs: - The purchases were made in conformity with the participant's usual purchasing practices/internal procedures — provided these ensure purchases with best value for money (key elements to appreciate the respect of this principle are the award of the contract to the bid offering best price-quality ratio, under conditions of transparency and equal treatment), or if appropriate the lowest price, and that there are procedures in place to ensure the absence of conflict of interests. If an existing contract, a framework contract or a usual provider is used, the participant provided proof (e.g. requests to different providers, proof of assessment of offers and/or assessment	 "Purchases were made using the participant's usual purchasing practices and, if applicable, other documents/procedures required for compliance with national law on public procurement. Purchases were made according to the principle of best value for money (best price-quality ratio) or the lowest price. The participant applied procedures to ensure the absence of conflict of interest and based on our examination nothing came to our attention that could indicate a potential conflict of interest. The participant has provided the required written confirmation."





CFS AGREED-UPON PROCEDURES — Purchase costs (C.) Grant Agreement Article Cost Category Procedures Standard Finding

participants

'contracting authorities/entities' within the meaning of the EU Public Procurement Directives

verified that the procurement complied with the applicable

law

that

the practitioner

public

2014/25/EU

on

For

2014/24/EU,

2009/81/EC,

procurement.

national





Travel and subsistence (C.1)

CFS AGREED-UPON PROCEDURES — Travel and subsistence costs (C.1)					
Grant Agreemen t Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.	
Article 6.2.C.1	C.1	TRAVEL AND SUBSISTENCE C	OSTS		
Article 6.2.C.1	C.1 TRAVEL AND SUBSISTENCE (all programmes except RFCS, CCEI) C.1 If actual costs: (HE, DEP, EDF, CEF, LIFE, AGRIP, HUMA)	The practitioner draws a sample to carry out the procedures under this cost category. The sample should be selected randomly. It should cover 10% of all travel instances (related cost for transport, accommodation and subsistence are together counted as one instance) for which costs were declared, with a minimum sample of 10 travels (or all if less than 10 travels were declared). The practitioner sampled travels out of a total of			
		For the travels included in the sample: The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). The practitioner carried out the general checks for eligibility of purchase costs (see above). To confirm standard findings in the next column, the practitioner reviewed the sample and checked that:	50) The cost were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with its usual cost accounting practices. 51) Purchases were made using the participant's	YES/NO/N.A.	



CFS AGREED-UPON PROCEDURES — Travel and subsistence costs (C.1)

Grant Agreemen t Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		 travel and subsistence costs were consistent with the participant's usual policy for travel. In this context, the participant provided evidence of its normal policy for travel costs 	usual purchasing practices and, if applicable, other documents/procedure s required for compliance with national law on public procurement.	
		(e.g. use of first-class tickets, reimbursement by the participant on the basis of actual costs, a per diem, carbon offsetting contributions)	52) Purchases were made according to the principle of best value for money (best pricequality ratio) or the lowest price.	YES/NO/N.A.
		enable the practitioner to compare the travel costs charged with this policy.	53) The participant applied procedures to ensure the absence of conflict of interest and based on our examination nothing came to our	YES/NO/N.A.
		 for cases of combined travel, the participant kept evidence not only of the actual cost of the subsequent travel leg(s), but also of the cost of the 	attention that could indicate a potential conflict of interest. The participant has provided the required written confirmation.	
		theoretical direct return travel after the end of the work for the action. - travel costs are identified and	54) Costs were incurred, approved, and reimbursed in line with the participant's usual policy for travels.	YES/NO/N.A.
		allocated to the action (e.g. trips are directly linked to the action, during the action	55) There was a link between the trip and the action.	YES/NO/N.A.
		period, etc) by examining relevant supporting	56) The supporting documents were consistent with each	YES/NO/N.A.



CFS AGREED-UPON PROCEDURES — Travel and subsistence costs (C.1)

Grant Agreemen t Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		documents such as minutes of meetings, workshops or conferences, their registration in the correct project account, their consistency with time records or with the dates/duration of the	other regarding subject of the trip, dates, duration and reconciled with monthly declaration of time worked on the action / other reliable time records and accounting.	
		workshop/conference	57) The supporting documents are addressed to the participant.	YES/NO/N.A.
			58) Costs of a combined travel were charged to the action only up to the cost that would have been incurred if the travel would have been made exclusively (proven by records) for the action and allowing combined travel is the usual practice of the participant.	YES/NO/N.A.
	C.1 If unit costs:	N/A		
	(most programmes, e.g. 13, ERDF- TA, IMREG, EMFAF, IMCAP, SMP, ERASMUS, CREA, CERV, JUST, ESF/SOCPL, EU4H, AMIF/ISF/BMVI			



CFS AGR	CFS AGREED-UPON PROCEDURES — Travel and subsistence costs (C.1)				
Grant Agreemen t Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.	
	, EUAF, CUST/FISC, PERI (partial), TSI, UCPM)				

Equipment (C.2)

CFS AG	CFS AGREED-UPON PROCEDURES — Equipment costs (C.2)					
Grant Agreeme nt Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A .)		
Article 6.2.C.2	C.2	EQUIPMENT COSTS				
Article 6.2.C.2	C.2 EQUIPMENT	The practitioner				
	C.2 If depreciation only:	For the equipment included in the sample:	59) The cost were eligible (no ineligible components), identifiable and verifiable, linked to the action and	YES/NO/N. A.		



CFS AG	REED-UPON	PROCEDURES — Equ	ipment costs (C.2)	
Grant Agreeme nt Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A
	(default option for most programmes)	The practitioner carried out the general checks for eligibility and ineligibility of costs (see above).	incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with its usual cost accounting practices.	
		The practitioner carried out the general checks for eligibility of purchase costs (see above). To confirm the	60) Purchases were made using the participant's usual purchasing practices and, if applicable, other documents/procedures required for compliance with national law on public	YES/NO/N. A.
		standard findings in the next column for purchases of equipment, infrastructure or other assets used for the action ('equipment'), the practitioner	procurement. 61) Assets were purchased according to the principle of best value for money (best price-quality ratio) or the lowest price.	YES/NO/N. A.
		checked that: - they were entered in the accounting system and written off in accordance with the participant's	62) The participant applied procedures to ensure the absence of conflict of interest and based on our examination nothing came to our attention that could indicate a potential conflict of interest. The participant has provided the required written confirmation.	YES/NO/N. A.
		usual	63) There was a link between the Grant Agreement and the equipment charged to the action.	YES/NO/N. A.
	accounting standards; they were correctly allocated to the action (with supporting		64) The equipment charged to the action was physically inspected and traceable to the accounting records and the underlying documents.	YES/NO/N. A.



Grant Agreeme nt Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A .)
		documents such as delivery note invoice or any other proof demonstrating the link to the action)	65) The purchases were not made between participants (unless in line with specific cases set out in the AGA — Annotated Grant Agreement, art 6.2.B and 6.2.C*).	YES/NO/N. A.
		 the extent to which the equipment was used for the action (as a percentage) was supported by reliable documentation (e.g. usage 	66) The depreciation costs were calculated in line with applicable audit standards and the participant's usual accounting practices (normally at the earliest as of the reception of the equipment and its availability for use), for each reporting period.	YES/NO/N. A.
		overview table) - any costs reductions	67) The amount charged corresponded to the rate of actual usage for the action.	YES/NO/N. A.
		(rebates, discounts) have been taken into account - confirmed the existence of the	68) Costs for renting or leasing equipment do not exceed the depreciation costs of similar equipment, do not include any financing fees and there is no double charging of costs.	YES/NO/N. A.
		equipment and lensured that is the same equipment purchased		
		 if the action was suspended, that no depreciation costs were charged during the suspension period. 		





CFS AGREED-UPON PROCEDURES — Equipment costs (C.2) Result Grant Agreeme Cost Category **Procedures Standard Finding** (YES/NO/N.A nt Article .) principle not accepted, unless in exceptional and properly justified cases (e.g. participant A is the usual supplier of participant B for a generic consumable that participant B needs for the action). If a participant needs supplies from another participant, it is the latter participant that should charge them to the action as cost. The practitioner recalculated the depreciation costs and checked that: the depreciation is calculated the acquisition value the depreciation costs were accumulated during the action duration the depreciation costs were calculated for each reporting period according to the rate of use for the project (if the participant





CFS AGREED-UPON PROCEDURES — Equipment costs (C.2)

	FS AGREED-OPON PROCEDURES — Equipment costs (C.2)				
Grant Agreeme nt Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A .)	
		does not use the equipment exclusively for the action, only the portion used on the action may be charged)			
		 the participant did not charge depreciation from a date before reception of the equipment. Eligible depreciation of an equipment begins when it is available for use in the action 			
		- the depreciation costs do not exceed the equipment purchase price. The depreciable amount (purchase price) of the equipment must be allocated on a systematic basis over its useful life (i.e. the period during which the equipment is expected to be usable). If the			





CFS AGREED-UPON PROCEDURES — Equipment costs (C.2)

Grant Agreeme nt Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A .)
		equipment's useful life is more than a year, the participant cannot charge the total cost of the item in a single year unless the Grant Agreement explicitly foresees that option. Apart from depreciation costs, costs for renting or leasing equipment, infrastructure or other assets, are also eligible as equipment costs if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees. If the equipment was not purchased but rented or leased, the practitioner should also check that the costs: — do not exceed the depreciation costs of similar		
		equipment,		





CFS AGREED-UPON PROCEDURES — Equipment costs (C.2)

Grant Agreeme nt Article	y Procedures	Standard Finding	Result (YES/NO/N.A .)
	infrastructure or assets - do not include any financing fees (e.g. finance charges included in the finance lease payments or interests on loans taken to finance the purchase) - there is no double charging of costs (e.g. no charging of depreciation costs for equipment previously funded at full cost by an EU grant).		



Grant Agreeme nt Article	Cost Category	ost Category Procedures		Standard Findi	ng	Result (YES/NO/N.A	
	C.2 If full cost only: (option in HE, RFCS, DEP, EDF, SMP, EU4H, EUAF, UCPM; mandatory in CEF, CCEI, HUMA) For the equipment included in the sample: The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). The practitioner carried out the general checks for eligibility of	69)	The costs were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant during the duration of the action (proof of payment, no reinvoicing to other entities).	YES/NO/I	N.A.		
		purchase costs (see above). To confirm the standard findings in the next column, the practitioner checked that: For 'equipment, infrastructure or other assets'	70)	Purchases were made using the participant's usual purchasing practices and, if applicable, other documents/procedures required for compliance with national law on public procurement.	YES/NO/I	N.A.	
		('equipment) selected in the sample, that are charged as full capitalised costs (instead of depreciation cost), the practitioner checked that	71)	Purchases were made according to the principle of best value for money (best price-quality ratio) or the lowest price.	YES/NO/I	N.A.	
		 the Grant Agreement explicitly allows that purchases of equipment specifically 	72)	The participant applied procedures to ensure the absence of conflict of interest and based on our examination nothing came to our attention that could	YES/NO/I	N.A.	





CFS AGREED-UPON PROCEDURES — Equipment costs (C.2) Grant Result Agreeme Cost Category **Procedures Standard Finding** (YES/NO/N.A nt Article .) for the action indicate a potential (or conflict of interest. developed as The participant has part of the provided the action tasks) required written may confirmation. declared as full 73) The cost eligibility YES/NO/N.A. capitalised conditions applicable costs to their respective cost categories are the costs fulfilled. fulfil the cost eligibility 74) The YES/NO/N.A. Grant conditions Agreement allows applicable to purchases for their equipment, respective infrastructure or cost other assets categories specifically for the such action (or developed capitalised as part of the action costs tasks) to be declared correspond as full capitalised to the costs costs. incurred in the purchase 75) Full capitalised costs YES/NO/N.A. or for the were recorded under development fixed costs account in the the participant's equipment, accounting records in infrastructur compliance with e or other international assets accounting standards and the participant's they are usual accounting recorded practices. under a fixed asset 76) Full capitalised costs YES/NO/N.A. account of correspond to the costs incurred in the participant in purchase or for the





Grant Agreeme nt Article	ategory Procedure	es	Standard Findi	ng	Result (YES/NO/N.
	complian with internati accounti standard	equonal is n	velopment of the uipment and there to double charging costs.		
	and participa usual accountin practices - there is double charging costs particula charging deprecial costs for prototyp pilot plan the gran another grant). Costs for rentin leasing such equipment are eligible if they of not exceed the depreciation co of similar equipment, infrastructure of assets and do r include any financing fees. the equipment not purchased rented or lease the practitione should also che that the costs:	the 77) Cosnt's lead of lead o	ests for renting or sing equipment not exceed the preciation costs of silar equipment, not include any encing fees and tre is no double arging of costs.	YES/NO/I	N.A.





Grant Agreeme nt Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A	
nt Article		 do not exceed the depreciation costs of similar equipment, infrastructur e or assets do not include any financing fees (e.g. finance charges included in the finance lease payments or interests on loans taken to finance the purchase) there is no double charging of costs (e.g. no charging of depreciation costs for equipment previously funded at full cost by an EU 			
		grant) £ Equipment that does not comply with the specific conditions for full cost (e.g. equipment			





CFS AG	CFS AGREED-UPON PROCEDURES — Equipment costs (C.2)						
Grant Agreeme nt Article	Cost Category	Procedures		Standard Finding (Y		Result (YES/NO/N.A .)	
		purchased prior to the action but used for the action) must be declared using the normal depreciation cost.					
	C.2 If depreciation and full cost for listed equipment:	For the equipment included in the sample: The practitioner carried out the	78)	The standard findings under cost category C.2 (depreciation only) are fulfilled.	YES/NO/I	N.A.	
	(option in HE, RFCS, DEP, EDF, SMP, AMIF/ISF/BM VI, PERI, UCPM)	general checks for eligibility and ineligibility of costs (see above). The procedure analysed above under cost category C.2 (depreciation only) is performed. Moreover, for equipment purchased specifically for the	79)	The costs were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant during the duration of the action (proof of payment, no reinvoicing to other entities).	YES/NO/I	N.A.	
		action (or developed as part of the action tasks) costs may exceptionally be declared as full	80)	The cost eligibility conditions applicable to their respective cost categories are fulfilled.	YES/NO/I	N.A.	
		capitalised costs, if these assets are listed under art. 6.C.2. For equipment that is charged at full acquisition cost, to confirm the	81)	The equipment whose costs were listed under art.6.C.2 as equipment whose costs may be	YES/NO/I	N.A.	





CFS AGR	EED-UPON	PROCEDURES — E	quipment costs (C.2)	
Grant Agreeme nt Article	Cost Category	Procedures	Standard Findi	Result (YES/NO/N./
		standard findings in the next column, the practitioner checked that: - the Grant Agreement explicitly allows that the equipment may be declared as full capitalised costs. Such equipment must be listed in art. 6.C.2. - the costs fulfil the cost eligibility conditions applicable to their respective cost categories - such capitalised costs incurred in the purchase or for the development of the equipment, infrastructur	declared as full capitalised costs. 82) Full capitalised costs were recorded under fixed costs account in the participant's accounting records in compliance with international accounting standards and the participant's usual cost accounting practices. 83) Full capitalised costs correspond to the costs incurred in the purchase or for the development of the equopment and there is no double charging of costs. 84) Costs for renting or leasing equipment do not exceed the depreciation costs of similar equipment, do not include any financing fees and there is no double charging of costs.	YES/NO/N.A. YES/NO/N.A.



CFS AG	REED-UPON	PROCEDURES — Eqi	uipment costs (C.2)	
Grant Agreeme nt Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A
Agreeme	Cost Category	e or other assets - they are recorded under a fixed asset account of the participant in compliance with international accounting standards and the participant's usual cost accounting practices. - there is no double charging of costs (in particular, no charging of depreciation	Standard Finding	g (YES/NO/N.A
		costs for the prototype or pilot plant to the grant or another EU grant). Costs for renting or leasing such equipment are also eligible if they do not exceed the depreciation costs of similar equipment,		



Grant Agreeme nt Article	Cost Category	Procedures	Standard Findi	Result (YES/NO/N .)
		assets and do not include any financing fees. If the equipment was not purchased but rented or leased, the practitioner should also check that the costs: - do not exceed the depreciation costs of similar equipment, infrastructur e or assets - do not include any financing fees (e.g. finance charges included in the finance lease payments or		
		interests on loans taken to finance the purchase)		
		 there is no double charging of costs (e.g. no charging of depreciation costs for equipment previously 		



Grant Agreeme nt Article	Cost Category	funded at full cost by an EU grant).	Standard Finding		Result (YES/NO/N.A .)	
	and depreciation for listed equipment: (option in HE, RFCS, EDF,	For the equipment included in the sample: The procedure analysed above under cost category C.2 (full cost only) is	car sta un C.2	the cost: clared as ful pitalised costs, the ndard finding der cost category (full cost only) are filled.		N.A.
	LIFE, SMP, UCPM)	performed. However, for the equipment used for the action that are listed under art. 6.C.2, the costs must be declared as depreciation costs. For these assets, the practitioner: - checked that they are listed under art. 6.C.2 as equipment whose costs must be declared as depreciation costs	equ un de	e costs of the uipment listed der art. 6.C.2 were clared as preciation costs.		N.A.
			de the un C.2	clared as preciation costs standard findings der cost category	5 ,	N.A.
		 performed the procedure analysed above under C.2 (depreciation only). 				





Other goods, works and services (C.3)

CFS AGREED-UPON PROCEDURES — Other goods, works and services (C.3)				
Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (Y/N/N.A.)
Article 6.2.C.3	C.3	OTHER GOODS, WORKS AND	SERVICES	
Article 6.2.C.3	C.3 OTHER GOODS, WORKS AND SERVICES	The practitioner draws a sample to carry out the procedures under this cost category. The sample should be selected randomly. It should cover 10% of all items for which costs were declared, with a minimum sample of 10 items (or all if less than 10 items were declared). The practitioner sampled		
		For the other purchases included in the sample: The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). The practitioner carried out the general checks for eligibility of purchase costs	88) The cost were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with its usual cost accounting	YES/NO/N.A
		(see above). Purchases of other goods, works and services for the action must be calculated on the basis of the costs actually incurred. Such goods, works and services include, for instance, consumables and supplies, promotion, dissemination,	practices. 89) Purchases were made using the participant's usual purchasing practices and, if applicable, other documents/procedures required for compliance with national law on public procurement.	YES/NO/N.A



Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (Y/N/N.A.)
		protection of results, translations, publications, certificates and financial guarantees, if required under the Agreement.	90) Purchases were made according to the principle of best value for money (best price-quality ratio) or the lowest price.	YES/NO/N.A
		To confirm the standard findings in the next column, the practitioner checked that: - purchases of other goods, works and services were declared eligible (as costs actually incurred) in the Grant Agreement	91) The participant applied procedures to ensure the absence of conflict of interest and based on our examination nothing came to our attention that could indicate a potential conflict of interest. The participant has provided the required written confirmation.	YES/NO/N.A
		 the contracts did not cover tasks described in Annex 1 GA (these should be charged as 	92) Contracts for works or services did not cover tasks described in Annex 1 GA.	YES/NO/N.A
		subcontracting costs) - the goods, works or services were purchased specifically for the	93) Costs were allocated to the correct action and the goods were not placed in the inventory of durable equipment.	YES/NO/N.A
		action and they were correctly allocated to the action (with supporting documents such as delivery note invoice or any other proof demonstrating the link to the action)	94) The costs were charged in line with the participant's accounting practices and were adequately supported.	YES/NO/N.A
			95) Correct and complete entry made in the accounting system of the participant.	YES/NO/N.A
		 the actual existence of the sampled items by physical inspection 		
		the goods were not placed in the		





CFS AGREED-UPON PROCEDURES — Other goods, works and services (C.3)

Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (Y/N/N.A.)
		inventory of durable equipment (otherwise they should be charged as equipment costs) - the costs charged to the action were accounted in line with the participant's usual accounting practices. If it is the participant's usual accounting practice to consider some of these costs (or all of them) as indirect costs, they cannot be declared as direct costs.		





Other cost categories (D.)

Financial support to third parties (D.1)

Grant	Cost			D 1/
greement Article		Procedures	Standard Finding	Result (YES/NO/N.A.
Article 6.2.D	D.	OTHER COST CATEGORIES		
Article 6.2.D.1	D.1	FINANCIAL SUPPORT TO THIRD PA	RTIES	
Article 6.2.D.1	D.1 FINANCIAL SUPPORT TO THIRD PARTIES (all programmes except RFCS, SMP ESS, EUAF, CUST/FISC, CCEI, PERI,	The practitioner draws a sample to carry out the procedures under this cost category. The sample should be selected randomly. It should cover 10% of all items for which costs were declared, with a minimum sample of 10 items (or all if less than 10 items were declared). The practitioner sampled items out of a total of		
	TSI, UCPM) D.1 If actual costs: (all except SMP COSME EYE)	For the FSTP items included in the sample: The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). The practitioner checked that the costs for providing financial support to third parties ((in the form of grants, prizes or similar forms of support; if any): - were declared eligible in the Grant Agreement - the maximum amount of financial support to each third party is not more than the amount per recipient	96) The cost were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with	YES/NO/N.A.



Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		set out in the Data Sheet or otherwise agreed with the granting authority and in	accounting practices.	
		compliance with the applicable call conditions under which the Grant Agreement has been issued The practitioner also: - reconciled the list of recipients for whom costs have been claimed with the proposals and project documentation.	97) The costs for providing financial support to third parties were declared eligible in the call conditions and the Grant Agreement.	YES/NO/N.A.
		 checked the existence of signed agreements/acceptance forms between the participants and the recipients. Unless otherwise provided for in 	98) The costs did not exceed the maximum amount of financial support to each third party.	YES/NO/N.A.
		the call conditions, financial support to third parties needs to be given directly from the EU grant participant to the (final) recipients, without further intermediaries.	99) The support has been awarded in line with the conditions defined in Annex 1 GA.	YES/NO/N.A.
		- checked if there were audits undertaken by the participant on the recipients. Trace the cost adjustments to the financial statements to the EU and ensure that they were taken into account. The practitioner checked that the	100) The (minimum) conditions for the support are set out in Annex 1 GA and that these were also already part of the proposal.	YES/NO/N.A.
		support is implemented in accordance with the conditions set out in Annex 1 GA that must ensure objective and transparent selection procedures and include		



CFS AGREED-UPON PROCEDURES — Financial Support to third parties (D.1) Grant Cost Result Agreement Category **Procedures Standard Finding** (YES/NO/N.A.) **Article** at least the following minimum conditions: for grants (or similar): the maximum amount of financial support for each third party ('recipient'); this amount may not exceed the amount set out in the Data Sheet or otherwise agreed the granting with authority the criteria for calculating the exact amount of the financial support the different types of activity that qualify for financial support, on the basis of a closed list the persons or categories of persons that will be supported and the criteria procedures for giving financial support for prizes (or similar): the eligibility and award criteria the amount of the prize and the payment arrangements for other kinds of financial support to third parties:



CFS AGREED-UPON PROCEDURES — Financial Support to third parties (D.1) Grant Cost Result Agreement Category **Procedures Standard Finding** (YES/NO/N.A.) **Article** the maximum amount of financial support for each third party ('recipient'); this may amount not exceed the amount set out in the Data Sheet or otherwise agreed granting with the authority the criteria for determining the exact amount the types of activities to be funded the types of recipients eligible. If a call allows financial support to third parties, directly or via implementing partners, repayable form such as (micro)loans or other financial instruments with a long-term character that exceed by their nature the duration of the action and Annex 1 GA must provide for specific conditions on cost eligibility and acceptance. The practitioner checked that these specific conditions are fulfilled. The practitioner checked that the support is implemented compliance with specific call conditions (if any). D.1 If unit N/A costs: (SMP COSME EYE)





Internally invoiced goods and services (D.2)

Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
Article 6.2.D.2	D.2	INTERNALLY INVOICED GOODS AND SERVICES		
Article 6.2.D.2	D.2 INTERNALLY INVOICED GOODS AND SERVICES (unit costs calculated in accordance with usual cost accounting practices) (HE, DEP, EDF)	The practitioner draws a sample to carry out the procedures under this cost category. The sample should be selected randomly. It should cover 10% of all items for which costs were declared, with a minimum sample of 10 items (or all if less than 10 items were declared). The practitioner sampled items out of a total of		
		For the internally invoiced items included in the sample: The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). 'Internally invoiced goods and services' means goods or services which are provided within the participant's organisation directly for the action and which the participant values on the basis of its usual cost accounting practices. This budget category covers the costs for goods and services that the participant itself	101) The cost were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with its usual cost accounting practices. 102) The methodology of the practitioner included at least the method to determine	YES/NO/N.A.



Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		produced or provided for the action. To confirm the standard findings in the next column, the practitioner checked that: — the units have been actually implemented (used or produced)	supporting records and documents to prove the number of units declared, details of the number of units declared and the amount per unit used making up the total costs claimed etc.	
		 the units were necessary for the implementation of the action the participant did not declare costs covered by the unit cost also under other cost 	103) The number of units for internal invoices have been actually implemented (used or produced) and necessary for the implementation of the action.	YES/NO/N.A.
	categories - the specific eligibility conditions set out in the Grant Agreement (if any) were complied with.	104) The costs declared as internal invoices do not include costs declared under other cost categories.	YES/NO/N.A.	
		Costs of internally invoiced goods and services must be declared as unit costs in accordance with usual cost accounting practices of the participant. The usual cost accounting practices of the	105) The specific eligibility conditions set out in the Grant Agreement (if any) have been fulfilled.	YES/NO/N.A.
	participant must define both the unit (e.g. hour of use of wind tunnel, one genomic test, one electronic wafer fabricated internally, etc) and the methodology to	106) The costs of internally invoiced goods and services included in the financial statement were calculated in accordance with the participant's usual	YES/NO/N.A.	





Grant	Cost Category	gory		
Agreement Article		Procedures	Standard Finding	Result (YES/NO/N.A.)
		determine the cost of the unit.	cost accounting practices.	
		To confirm the standard findings in the next column, the practitioner: - obtained records and documents supporting the costs claimed as unit costs to understand the methodology used - obtained a description	107) The usual cost accounting practices used to calculate the costs of internally invoiced goods and services were applied by the participant in a consistent manner regardless of the source of funding.	YES/NO/N.A.
		of the participant's usual cost accounting practice to calculate costs of internally invoiced goods and services (unit costs) - checked whether the participant's usual cost accounting	108) It is the usual practice of the participant to calculate a unit cost for these good or service based on objective criteria that are verifiable.	YES/NO/N.A.
		was applied for the financial statements subject of the present CFS - ensured that the participant's usual cost	109) Unit costs have been applied in a consistent manner in other transactions not involving EU grants.	YES/NO/N.A.
		accounting practices to calculate unit costs is being used in a consistent manner, regardless of the source of funding - checked that the same unit cost has been applied in a consistent manner in other transactions not involving EU grants	110) The unit cost is calculated using the actual costs for the good or service recorded in the participant's accounts, excluding any ineligible cost, costs included in other budget categories, or costs of resources that do not belong to the	YES/NO/N.A.





Grant (Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		 checked that any ineligible costs or any costs claimed under 	participant and which it uses free of charge.	
		other budget categories, have not been taken into account when calculating the costs of internally invoiced goods and services (see art. 6) — checked whether	111) The cost items used for calculating the actual costs of internally invoiced goods and services were relevant and correspond to verifiable information.	YES/NO/N.A.
		actual costs of internally invoiced goods and services were adjusted on the basis of budgeted or estimated elements and, if so, verified whether those elements used are actually relevant for	112) Costs of items used for calculating the costs internally invoiced goods and services are supported by evidence and registered in the accounts.	YES/NO/N.A.
		the calculation, and correspond to verifiable information. Estimates represents less than 5% of the declared costs - for all programmes except Horizon Europe: checked that any costs of items which are not directly linked to the production of the invoiced goods or service (e.g. supporting services like cleaning, general accountancy, administrative support, etc. not directly used for production of the	used are those defined in the participant participant's usual costs accounting practices used for the non-EU funded projects.	YES/NO/N.A.





Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		not been taken into account when calculating the costs of internally invoiced goods and services		
		- for all programmes except Horizon Europe: checked that costs of resources that do not belong to the participant and which it uses free of charge (e.g. personnel or equipment of a third party provided free of charge), have not been taken into account when calculating the costs of internally invoiced goods and services (see art. 6), because those costs are not in its accounts (see art. 6.1(a)(v))		
		 checked that any costs of items used for calculating the costs internally invoiced goods and services are supported by evidence and registered in the accounts. 		
		 for Horizon Europe: checked that the amount per unit, for providing internally the good or service, has been calculated using the actual direct and indirect costs recorded in the participant's 	114) The amount per unit has been calculated using the actual direct and indirect costs recorded in the participant's accounts, attributed either by direct	YES/NO/N.A.





CFS AGREED-UPON PROCEDURES — Internally invoiced goods and services (D.2) Grant **Cost Category** Result Agreement **Procedures Standard Finding** (YES/NO/N.A.) Article attributed measurement or on accounts, either by direct the basis of costs measurement or on the drivers as defined in basis of cost drivers in participant the line with participant's participant's usual accounting practices. costs accounting practices.

Indirect costs (E.)

CFS AGREED-UPON PROCEDURES — Indirect costs (E.)					
Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)	
Article 6.2.E	E.	INDIRECT COSTS			
Article 6.2.E	E. INDIRECT COSTS If flat-rate: (mandatory in all programmes; option in EDF)	N/A			





Currency for financial statements and conversion into euro

Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.
Article 21.3		CURRENCY FOR FINANCIAL STAT	EMENTS AND CONVERSION	ON INTO EURO
Article 21.3	CURRENCY	For the samples from all cost categories: To confirm the standard findings in the next column, the practitioner reviewed the samples selected in all cost categories for cost incurred in currencies other than the euro and checked: — for participants with accounts established in euros: costs incurred in another currency were converted into euro by applying the participant's usual accounting practices — for participants with accounts established in a currency other than euros: exchange rates used for converting local currency into euros or other currencies into local currencies were in accordance with art. 21.3 GA and the corresponding AGA — Annotated Grant Agreement* section.	Participants with accounts established in euro converted costs in accordance with their usual accounting practice. OR For participants with accounts established in a currency other than euro, cost were correctly converted (in accordance with art. 21.3 GA and the corresponding AGA — Annotated Grant Agreement* section).	YES/NO/N.A.



Revenues

Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
Article 22.3.4		REVENUES		
Article 22.3.4	REVENUES If no profit rule is NOT activated in the GA Data Sheet OR the entity is a non-profit orgranisation:	N/A		
	If the no-profit rule is activated in the GA Data Sheet and the entity is a for-profit organisation:	To confirm the standard	116) The accounting system allows to identify expenses and revenues related to the action.	YES/NO/N.A.
		 sale of equipment or assets bought for or generated by the project (limited to the claimed eligible cost of purchase); admission fee to a conference carried out by the consortium; sale of the proceedings of a conference. 	117) The participant has declared all revenues (i.e. income generated by the action) in the interim and/or final reports.	YES/NO/N.A.
		'Revenue' is all income generated by the action, during its duration (see art. 4), for participants that are profit legal entities.		
		For Horizon Europe: Revenue does not include income from exploitation of results, <i>see</i>		



CFS AGREED-UPON PROCEDURES — Revenues Grant **Cost Category** Result Agreement **Procedures Standard Finding** (YES/NO/N.A.) Article GA 5 Annex (e.g. commercialising a product or service) The practitioner also confirmed that revenues related to the action, if any, were duly booked in the participant's accounts and declared to the granting authority.





In-kind contributions

	IN-KIND CONTRIBUTIONS If in-kind contributions allowed but not eligible: If in-kind	N/A	IN-KIND CON	TRIBUTIONS BY THIRD PA	RTIES
c	If in-kind contributions allowed but not eligible:	N/A			
a	contributions allowed but not eligible:				
	If in-kind				
	contributions allowed and eligible: (HE)	contribut correctly line with 9.2 - the third their contribut mentione 1 GA (or a a technic	tributions ird parties declared as costs by the hich use ne same relevant as if they n): standard next actitioner sample of gory that: for in-kind tions were declared in art. 6.1 and in-kind	118) Cost for in-kind contributions were foreseen in Annex 1 GA (or approved via a technical report) and declared under the relevant cost category. 119) The rights of bodies mentioned in art. 25 are also ensured towards the third party giving in-kind contributions.	YES/NO/N.A.





Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		do not exceed the direct costs incurred by the contributing third party for the inkind contribution, by obtaining invoices, accounting entries etc.		
		The practitioner also checked that there were binding agreements between the participant and the third party that ensured the rights of bodies mentioned in art. 25 are also ensured towards the third party giving inkind contributions.		

SIGNATURE

For the practitioner

[forename/surname/function]

[address]

[signature]
[date] [stamp]





1.5.2 Template Subgrantees

Guidance for CFS audit of Subgrantees

The EIT reserves the right to i) provide the Practitioner with additional guidance regarding the procedures to be followed or the facts to be ascertained and the way in which to present them (this may include sample coverage and findings) or to ii) change the procedures, by notifying the Subgrantee in writing. The procedures carried out by the Practitioner to confirm the standard finding are listed in the table below.

In the context of CFS audit of Subgrantees references within the documents 'CFS AGREED-UPON PROCEDURES CHECKLIST' and the 'AGREED-UPON PROCEDURES REPORT ON THE CERTIFICATE ON THE FINANCIAL STATEMENT (CFS)', are to be understood as follows:

- "Subgrant agreement" refers to Financial support to third parties agreement concluded between the KIC and the Subgrantee.
- 'Grant agreement' or 'GA' depending on the context refers to the EIT KIC Grant agreement or the Subgrant agreement.
- 'Annex 1' refers to the Description of the project/ work as included in the Subgrant agreement.
- 'Annex 2' refers to the estimated budget in the Subgrant agreement.
- 'Reporting period' always refers to the reporting period indicated in the Subgrant agreement.
- 'Participant' refers to for the Subgrantee.
- 'Financial statements' refers to the cost report submitted by the Subgrantee to the KIC.

According to the Annex 5 of the EIT – KIC Grant agreement: "When implementing financial support to third parties in EIT KIC Actions, the beneficiaries must respect the following conditions: (...) other conditions: - in case of EIT funded KAVAs, ensure that the eligibility rules (Article 6) are transposed in agreements signed with recipients of support above EUR 60 000 and that financial control and audit mechanisms are in place." Therefore, the references to the GA articles, depending on the context, refer to the articles of the EIT – KIC Grant agreement or the corresponding provisions as transposed in the Subgrant agreement.





CFS AGREED-UPON PROCEDURES CHECKLIST

General eligibility conditions and ineligible cost

CFS AGREED-UPON PROCEDURES — General eligibility conditions and ineligible costs					
Grant Agreement Article	Cost Category	Procedures	Standard Finding		
Article 6.1, 6.3	GENERAL ELIGIBILITY CONDITIONS AND INELIGIBLE COSTS				
Article 6.1 and 6.3	GENERAL ELIGIBILITY CONDITIONS AND INELIGIBLE COSTS	For all cost categories: For the sample of each cost category, the practitioner checked that the costs declared in the financial statements fulfil the following general eligibility conditions for actual costs: - The costs are identifiable and verifiable, in particular recorded in the participant's accounts in accordance with the accounting standards applicable in the country where the participant is established and with the participant's usual cost accounting practices (i.e. used consistently by the participant for all similar activities, not just for the EU action, except for modifications required to comply with rules under the Grant Agreement). - The costs are actually incurred by the participant (proof of payment, no reinvoicing to other entities). - The costs are incurred in the period set out in art. 4 (with the exception of costs relating to the submission of the final periodic report, which may be incurred afterwards; see art. 21 GA and the corresponding AGA — Annotated Grant Agreement* section).	The standard finding for this procedure is included as first finding in each cost category (see below): "The costs were eligible (not ineligible components) identifiable and verifiable linked to the action and incurred by the participan (proof of payment, no reinvoicing to other entities during the duration of the action in accordance with its usual cost accounting practices."		





- The costs are declared under the correct budget category set out in art. 6.2 and Annex 2.
- The costs are incurred in connection with the action (i.e. a direct link between the cost and the action activities as described in the description of the action (Annex 1 GA) can be established in the accounting system or other supporting documents).
- The costs comply with the applicable (national) law (e.g. on taxes, labour and social security).
- The cost do not contain any ineligible elements (listed in art. 6.3; e.g.cost declared under other EU grants ('double-funding'), or excessive or reckless expenditure).

'Excessive' means paying significantly (25%) more for products, services or personnel than the prevailing market rates or the usual practices of the participant (and thus resulting in an avoidable financial loss to the action).

'Reckless' means failing to exercise care in the selection of products, services or personnel (and thus resulting in an avoidable financial loss to the action (25%)).

'Double-funding' means that costs or contributions cannot be declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget) except where the Grant Agreement explicitly provides for synergy actions (art. 6.3(b)).





Personnel costs (A.1-A.6)

CFS AGR	EED-UPON PROCE	DURES — Personnel co	sts (A.1-A.6)	
Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
Article 6.2.A	A.	PERSONNEL COSTS		
Article 6.2.A	A. PERSONNEL COSTS	The practitioner draws a sample to carry out the procedures under this cost category. The sample should be selected randomly. It should cover 10% of all persons for which costs were declared, with a minimum sample of 10 persons (or all persons if less than 10 worked on the action). Persons working on multiple projects should be considered as a separate person for each project for sample selection). The practitioner sampled persons out of a total of		
Article 6.2.A.1	A.1	EMPLOYEES OR EQUIVALE	NT	
Article 6.2.A.1	A.1 EMPLOYEES OR EQUIVALENT (all programmes except SMP ESS, CUST/FISC) A.1 If standard (Case 1A):	For the persons included in the sample and working under an employment contract or equivalent appointing act: The practitioner carried out the general checks for eligibility and ineligibility of costs (see above).	for the calculation of the daily rate were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no re-	YES/NO/N.A.





Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		Actual personnel cost for employees (or equivalent) are to be calculated in accordance with the formula set out in art 6.2.A.1 GA and the corresponding AGA — Annotated Grant Agreement* section.	invoicing to other entities) during the duration of the action in accordance with its usual cost accounting practices.	
		It is the task of the practitioner to check that the elements for the calculation of actual personnel cost declared to the granting authority are correct and in compliance with the rules	121) The persons worked for the participant on the basis of an employment contract or equivalent appointing act.	YES/NO/N.A.
		and that the formula has been correctly applied. The elements to be checked are: - actual personnel cost incurred, including any eligible components and excluding any ineligible components - number of months of employment during the reporting period,	122) The persons were i) directly hired by the participant in accordance with its national legislation, ii) under the participant's sole technical supervision and responsibility and iii) remunerated in accordance with the participant's usual practices.	YES/NO/N.A.
		used for the calculation of the maximum declarable-day equivalents - working-time factor, used for the calculation of the	123) The persons' employment time during the action corresponds to the number of months used for the calculations of the maximum	YES/NO/N.A.



CFS AGR	EED-UPON PROCE	DURES — Personnel	costs (A.1-A.6)

Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		maximum declarable-day equivalents	declarable-day equivalents.	
		 number of day- equivalents worked for the action, as recorded in the monthly declaration or another reliable time recording system (correctly 	124) The persons' working-time factor(s) corresponds to the factor(s) used for the calculation of the maximum declarable-day equivalents.	YES/NO/N.A.
		system (correctly converted using one of the accepted formulas, see art. 20 GA and the corresponding AGA — Annotated Grant Agreement* section) To confirm the standard findings in the next column, the practitioner checked the following information/documents provided by the participant:	125) The persons were assigned to the action according to the monthly declaration of day-equivalents worked in the action, or internal written instructions, organisation chart or other documented management decision.	YES/NO/N.A.
		 a list of the persons included in the sample indicating the period(s) during which they worked for the action, their position (classification or category) and type of contract (or other document proving the 	126) The maximum declarable day-equivalents for the person have been correctly calculated according to the following formula (or as adapted for specific cases, see art 6.2.A.1 GA and the corresponding AGA — Annotated	YES/NO/N.A.





CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6) Grant Result Agreement **Procedures Cost Category Standard Finding** (YES/NO/N.A.) **Article** working-time **Grant Agreement*** factor) section). the payslips of the 127) YES/NO/N.A. The maximum employees declarable dayincluded in the equivalents used sample as well as for the calculation documents of the personnel providing proof of cost are correctly payment (checked rounded (up or at least two salary down to the payments per nearest half dayperson per equivalent). year);information concerning the 128) Daily rate was YES/NO/N.A. employment status correctly and employment calculated (actual conditions personnel costs personnel included during the months in the sample, in within the particular their reporting period employment divided by contracts or maximum equivalent declarable daythe participant's equivalents). usual policy regarding payroll 129) Day-YES/NO/N.A. matters (e.g. salary equivalents policy, overtime worked on the policy, variable action were pay/bonuses) recorded in monthly applicable national declaration, signed law on taxes, by the person and labour and social their supervisor, or security were recorded in monthly reliable another declarations/ time time-record records of the system. employees included in the 130) lf YES/NO/N.A. another

reliable

record system was

time-

sample and





CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6) Grant Result Agreement **Cost Category Procedures Standard Finding** (YES/NO/N.A.) **Article** used, time worked any other document that on the action has supports the been correctly converted into personnel costs day-equivalents declared. according to one practitioner of the accepted checked the eligibility of formulas (see art. all components (see art. 20 GA and the 6) and recalculated the corresponding personnel costs for <u>AGA — Annotated</u> employees declared in **Grant Agreement*** the financial statement(s) section). through reapplication of the personnel cost 131) Personnel YES/NO/N.A. formula with the data cost declared for from the accounting the persons for system (project each reporting accounting and general period were ledger), payroll system, correctly time recording system calculated ({dayand supporting equivalents documents proving the worked x {daily working time factor. rate}). 132) If any, cost YES/NO/N.A. declared under specific cases (e.g. for HE, HUMA: parental leave) were correctly calculated and in accordance with art 6.2.A.1 GA and the corresponding AGA — Annotated **Grant Agreement*** section. 133) There were no YES/NO/N.A. discrepancies between the

personnel

costs



Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
			charged to the action and the costs recalculated by the practitioner in accordance with the formula.	
	A.1 If project-based re-muneration(Case 1B): (option in HE)	'project-based remuneration' is paid: For the persons included in the sample whose level of remuneration (daily rate, hourly rate) increases when and because they work in (EU, national or other) projects: Apart from carrying out the procedures indicated	of project-based remuneration paid corresponded to the participant's usual remuneration practices and was consistently paid whenever the same kind of work or expertise was required.	YES/NO/N.A.
		above, to confirm the standard findings in the next column, the practitioner: - checked relevant documents provided by the participant (employment contract or project-	used to calculate the project-based remuneration were objective and generally applied by the participants regardless of the source of funding used.	YES/NO/N.A.
		based contract, collective agreement, the participant's usual policy on remuneration, criteria used for its calculation, the participant's usual remuneration practice for projects funded	136) The daily rate to be used for the EU Grant' financial statements is the lower of the action daily rate and the national project daily rate.	YES/NO/N.A.





Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		under national funding schemes		
		 recalculated the action daily rate per person as follows: {actual personnel costs for work on the action (incl. project-based supplementary payments, bonuses, increased salary, etc) during the months within the reporting period} divided by {day-equivalents worked by the person on the action during the months within the reporting period} 		
		 recalculated the (theoretical) national project daily rate as follows: {theoretical personnel costs for similar work in a national project over the same number of months as the reporting period} divided by {maximum declarable dayequivalents} compared the action daily rate 		





Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		the daily rate to be used for the EU grant financial statement will be the lower of the two		
		 checked documents providing proof of payment (checked at least two salary payments per per person per year). 		
		The maximum declarable day-equivalents for each reporting period are calculated as follows:		
		(215 / 12) multiplied by the number of months [during which the person is employed] within the reporting period) multiplied by the working time factor [e.g. 1 for full-time, 0,5 for 50% part time etc].		
		If there are no regulatory requirements and the participant does not have internal rules defining objective conditions on which the national project daily rate can be determined, but it can demonstrate that its		
		usual practice is to pay bonuses for work in national projects, the national project daily rate		



CFS AGREED-UPON PROCEDURES — F	Personnel costs	(A.1-A.6)
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Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		is the average of the remuneration that the person received in the last complete year (calendar, financial or fiscal year) before the end of the reporting period for work in national projects calculated as follows:		
		{(total personnel costs of the person in the last complete year) minus (remuneration paid for EU actions during that complete year)}		
		divided by		
		{215 minus (days worked in EU actions during that complete year)}		
		'EU actions' are 'EU grants' as defined in the Grant Agreement (i.e. awarded by EU institutions, bodies, offices or agencies, including EU executive agencies, EU regulatory agencies, EDA, joint undertakings).		
		'Total personnel costs' covers all types of contracts with the person that qualify as personnel costs under art. 6.2.A.		
	A.1 If average personnel costs (unit costs calculated in	Additional procedures in case 'average personnel costs' is used:	137) The personnel costs included in the financial statement were	YES/NO/N.A.





CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6) Grant Result Agreement **Cost Category Procedures Standard Finding** (YES/NO/N.A.) **Article** accordance with For the persons included calculated in usual cost in the sample: accordance with accounting the participant's Apart from carrying out practices) (Case 2): usual cost the procedures indicated accounting (option in HE, DEP, above, the practitioner practice, using the EDF, CEF, HUMA) carried out following actual personnel procedures to confirm costs recorded in standard findings in the participant's the next column: accounts and obtained excluding ineligible costs or description of the already participant's usual costs included in other cost accounting practice budget categories calculate unit costs and were applied consistent checked whether manner, based on the participant's objective criteria, usual cost regardless of the accounting practice source of funding. was applied for the financial YES/NO/N.A. 138) The statements subject employees were of the present CFS charged under the checked that the correct category. employees included in the 139) Total YES/NO/N.A. sample were personnel costs charged under the used in calculating correct category (in the unit costs were accordance with consistent with the criteria used by expenses the the participant to recorded in the establish personnel statutory accounts categories) and excluded any reviewing the ineligible costs or contract/HRcosts included in record or analytical other budget accounting records categories. checked that there 140) YES/NO/N.A. Any estimated is no difference budgeted or between the total





Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		amount of personnel costs used in calculating the cost per unit and the total amount of personnel costs recorded in the statutory accounts - checked documents providing proof of payment (checked at least two salary payments per person per year) - checked whether actual personnel costs were adjusted on the basis of budgeted or estimated elements and, if so, examined whether those elements used are actually relevant for the calculation, objective and supported by documents.	element used by the participant in its unit-cost calculation were relevant for calculating personnel costs, used in a reasonable way (i.e. do not play a major role in calculating the hourly rate) and corresponded to objective and verifiable information. If the budgeted or estimated figures represent less than 5% of the declared unit cost, it is considered that they do not play a major role and can be accepted. If the budgeted or estimated component is higher than 5%, then it needs to be compared with the actual costs.	
Article 6.2.A.2.	A.2	NATURAL PERSONS WITH	A DIRECT CONTRACT ⁴	

The person must be hired under either: a direct contract signed between the participant and the natural person (not through another legal entity; e.g. a temporary agency) or a contract signed between the participant and a legal entity fully owned by that natural person and which has no other staff than the natural person being hired.



Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
Article 6.2.A.2	A2. NATURAL PERSONS WITH DIRECT CONTRACT	For natural persons included in the sample and working with the participant under a direct contract other than an employment contract, such as consultants (not subcontractors): The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). To confirm standard findings in the next column, the practitioner checked following	141) The cost were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with its usual cost accounting practices.	YES/NO/N.A.
		information/documents provided by the participant: - the contracts, especially the cost, contract duration, work description, place of work, ownership of the results and reporting obligations to the participant - the employment conditions of staff in the same	worked for the participant as a self-employed natural person (e.g. some types of in-house consultants) under a direct contract or a contract signed between the participant and a legal entity fully owned by the person (with no other employees).	YES/NO/N.A.
	_	category to compare costs - monthly declarations/ other reliable time records of the	143) The persons worked under conditions similar to those of an employee (including regarding	YES/NO/N.A.



amounts is the

work carried out

participant, or, if

necessary rights to fulfil its obligations as if those results were generated by itself (e.g. through

to

the

the has

all

The results of

YES/NO/N.A.

lowest).

belong

participant obtained

obtaining

not,

145)

CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6) Grant Result Agreement **Procedures Standard Finding Cost Category** (YES/NO/N.A.) **Article** natural teleworking persons included in the arrangementssample and presence requirements at any other the premises). document that supports the costs The cost of YES/NO/N.A. declared and its the persons were registration (e.g. not significantly invoices, from different accounting records, costs for proof employees of the payment, etc). participant performing similar tasks (up to 50% can be accepted in relation to the average daily rate employees performing similar tasks, or 25% in relation to the highest daily rate employees performing similar tasks (which ever the two



by the person and their supervisor, or were recorded in

reliable

YES/NO/N.A.

YES/NO/N.A.

Time worked

The cost used

for the calculation of the daily rate for the person do not include ineligible

converted

day-

on the action has

another

been

into

cost.

148)

149)

time-record system.

equivalents.

CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6) Grant Result Agreement **Cost Category Procedures Standard Finding** (YES/NO/N.A.) **Article** adequate licences). YES/NO/N.A. 146) The person was assigned to the action according internal written instructions, organisation chart or other documented management decision. 147) Day-YES/NO/N.A. equivalents worked on the action were recorded in monthly declaration, signed





Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.
			150) the daily rate has been calculated with one of the following 3 alternatives:	YES/NO/N.A.
			- If the contract specifies a fixed daily rate, this rate must be used. In case an hourly rate is set instead of a daily, multiply the hourly rate X 8	
			- If the contract states a fixed amount of work and a fixed amount of days/hours, the global amount for the work must be divided by the number of	
			equivalents. If hours are mentioned, convert into equivalent days by X 8	
			- If the contract states a fixed amount for the work but does not	





CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6) Grant Result Agreement **Procedures Standard Finding Cost Category** (YES/NO/N.A.) **Article** specify the daily or hourly rate or total amount of days or hours to be worked, the global amount for the work must be divided by the pro-rata of 215 corresponding the duration of the contract. YES/NO/N.A. 151) Personnel cost declared for the person for each reporting period were correctly calculated ({dayequivalents worked (rounded up or down to the nearest half-day)} x {daily rate}). 152) If a number of YES/NO/N.A. day equivalents is used in the calculation of the amount per 'unit' (daily rate), the

participant has not

day-equivalents worked on the action than the number of dayequivalents

more

used

declared



Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
			to calculate the daily rate (consistency with the denominator).	
Article 6.2.A.3	A.3	SECONDED PERSONS BY A	THIRD PARTY AGAINST PA	AYMENT
Article 6.2.A.3	A.3 SECONDED PERSONS	For persons included in the sample and seconded by a third party against payment (not subcontractors): The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). To confirm standard findings in the next column, the practitioner checked following information/documents provided by the participant:	153) The cost were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with its usual cost accounting practices.	YES/NO/N.A.
		 their secondment contract(s) notably regarding costs, duration, work description, place of work and ownership of the results for the reimbursement by the participant to the third party for the resource made available (seconded personnel against 	personnel are covered by a secondment agreement between the participant and the employer of the seconded person, the seconded personnel reported to the participant's and worked on the participant's premises (unless	YES/NO/N.A.



CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6) Grant Result Agreement **Cost Category Procedures Standard Finding** (YES/NO/N.A.) **Article** payment): any otherwise agreed documentation with that supports the participant). costs declared (e.g. contract, invoice, 155) YES/NO/N.A. The results of bank payment, and work carried out proof of belong to the registration in its participant, or, if accounting/payroll, the not, etc) and participant has reconciliation of obtained all the financial necessary rights to statement(s) with fulfil its obligations accounting the as if those results (project system were generated by accounting itself (e.g. through general ledger) as obtaining well as any proof adequate that the amount licences). invoiced by the third party did not 156) Their costs YES/NO/N.A. include any profit were not (i.e. that the daily significantly rate paid by the different from participant is not those for staff who higher than the performed similar daily rate actually tasks under paid by the third employment party to the contract with the seconded person, participant (or applying the differences are calculation rules of justified under the the Grant specific case of Agreement) secondment from other countries). other any document that

supports the costs

invoices, etc) and

proof of payment.

(e.g.

declared

The

declared

supported

documentation

and recorded in

costs

were

with

157)

YES/NO/N.A.





Grant Agreement Cost Category Article	Procedures	Standard Finding	Result (YES/NO/N.A.
	Normally, the practitioner should consider cost difference	the participant's accounts.	
	consider cost difference compared with staff who performed similar tasks under an employment contract with the participant as significant if they are 50% or more above the average daily rate of employees performing similar tasks, or 25% or more above the highest daily rate of employees performing similar tasks (which ever of the two amounts is lower). However, in the specific case of persons seconded against payment from a third party located in a different country than the participant's one, the costs can be higher than 50% in relation to the average daily rate of employees performing similar, or higher than 25% in relation to the highest daily rate of employees performing similar tasks (whichever is the lower), if the participant can demonstrate that its usual practice is to pay for secondments at the level of the actual remuneration of the seconded person.	secondment did not entail any profit in the calculation of personnel cost for the seconded person (neither for the participant nor for the seconding third party).	YES/NO/N.A.



Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.
Article 6.2.A.4	A.4	SME OWNERS AND NA programmes except SMP ES		*
Article 6.2.A.4	A.4 SME OWNERS AND NATURAL PERSON BENEFICIARIES	For SME owners and natural person participant included in the sample (Persons who are directly owners or coowners – regardless of their percentage of ownership of small and medium-sized enterprises and participant who are natural persons - i.e. who signed the Grant Agreement on her/his own name as individuals, not on behalf of another legal person. These persons work for the action, but do not receive a salary) To confirm standard findings 39a-d listed in the next column, the	used for the SME owner/natural person participant, who works on the action but is not receiving a salary, is calculated in accordance with the methodology set out in Annex 2a of the Grant Agreement. 39b) Dayequivalents worked on the action were recorded in a monthly declaration, signed by the person and their supervisor, or were recorded in another reliable time-record	YES/NO/N.A.
		Practitioner: - reviewed the documentation provided by the participant, to confirm the	39c) Time worked on the action has been converted into day-	YES/NO/N.A.





Grant Agreement Cost Category Article	Procedures	Standard Finding	Result (YES/NO/N.A.)
	beneficiaries who are natural persons (please see above); - recalculated the amount per unit (daily rates) in accordance with the methodology fixed by the Decision C(2020)7115 and set out in Annex2a: Amount per unit (daily rate) = {EUR 5 080 /18 days [i.e. 282,22]} multiplied by {country-specific correction coefficient of the country where the participant is established}, as referred to in Annex 2a of the Grant Agreement. - recalculated the eligible cost in accordance with the following formula: {amount per unit [daily rate]} multiplied by {number of day- equivalents worked on the action}	39d) Personnel cost declared for the person for each reporting period were correctly calculated ({day-equivalents worked (rounded up or down to the nearest half-day)} x {daily rate}).	YES/NO/N.A.





CFS AGREED-UPON PROCEDURES — Personnel costs (A.1-A.6)					
Grant Agreement Article	Agreement Cost Category Procedures Standard Finding				
Article 6.2.A.5	A.5	VOLUNTEERS (ERDF-TA, ESF/SOCPL, AMIF/ISF/BMV		CERV, JUST,	
N/A					

Subcontracting costs (B.)

CFS AGE	CFS AGREED-UPON PROCEDURES — Subcontracting costs (B.)				
Grant Agreemen t Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)	
Article 6.2.B	В.	SUBCONTRACTING COSTS			
Article 6.2.B	B. SUBCONTRACTIN G	The practitioner draws a sample to carry out the procedures under this cost category. The sample should be selected randomly. It should cover 10% of all subcontracts for which costs were declared, with a minimum sample of 10 subcontracts (or all if less than 10 subcontracts were declared). The practitioner sampled subcontracts out of a total of For the subcontracts included in the sample:	159) The cost were eligible (no ineligible components), identifiable and	YES/NO/N.A.	





CFS AGREED-UPON PROCEDURES — Subcontracting costs (B.) Grant Result Agreemen **Cost Category Procedures** Standard Finding (YES/NO/N.A. t Article) The practitioner carried verifiable, linked to the out the general checks action and incurred by for eligibility and the participant (proof ineligibility of costs (see of payment, no reabove). invoicing to other entities) during the To confirm the standard duration of the action findings in the next in accordance with its column, the practitioner usual cost accounting checked that: practices. the use of subcontractors 160) The subcontracts YES/NO/N.A. was foreseen in were not made Annex 1 GA (or between participants declared following (unless in line with the 'simplified specific cases set out in approval' the AGA — Annotated if procedure Grant Agreement, art. allowed by the 6.2.B*) Grant Agreement; see art. 6.2.B) 161) The use of YES/NO/N.A. subcontracting total the foreseen in Annex 1 estimated costs of GA and the total subcontracting are estimated costs of set out in Annex 2 subcontracting were GA (or declared set out in Annex 2 GA following the (or use and cost were 'simplified declared following the approval' 'simplified approval' if procedure procedure if allowed allowed by the by the Grant Grant Agreement; Agreement; see art. see art. 6.2.B) 6.2.B) and costs were subcontracting declared in costs were financial statements declared in the under the subcontracting subcontracting category of the category. financial statement

162)

Subcontracts

were awarded using

YES/NO/N.A.



CFS AGREED-UPON PROCEDURES — Subcontracting costs (B.) Grant Result Agreemen **Cost Category Procedures Standard Finding** (YES/NO/N.A. t Article) the participant's usual subcontracting purchasing practices costs declared in and, applicable, the financial if other statements are documents/procedure reconciled with the data in the required compliance with accounting system national law on public costs claimed can procurement. be traced to underlying bank 163) Subcontracts YES/NO/N.A. statements awarded were showing amount according to the paid and date of principle of best value payment by the for money (best priceparticipant quality ratio) or the there are lowest price. If an supporting existing contract, a framework contract or documents proving that the a usual provider is used, the participant selection and award procedure provided proof (e.g. were based on the documents of requests purchase to different providers, usual practices of the different offers, proof participant and, if of assessment of offers and/or assessment of applicable, market national law on prices) demonstrating public that procurement the original selection fulfilled these criteria subcontracts the were awarded 164) The participant YES/NO/N.A. using the applied procedures to participant's usual ensure the absence of purchasing conflict of interest and practices/internal based on procedures, that examination nothing these ensure best came to our attention value for money that could indicate a (or if appropriate potential conflict of the lowest price)

and that there are

The

has

interest.

participant



affiliated entities.

ΑII

were

signed

between

subcontractor.

There

evidence

subcontracts

agreements

the

was

the

supported by

participant and the

services were provided

by the subcontractors.

that

YES/NO/N.A.

YES/NO/N.A.

167)

168)



CFS AGREED-UPON PROCEDURES — Subcontracting costs (B.) Grant Result Agreemen **Cost Category Procedures Standard Finding** (YES/NO/N.A. t Article) provided the required procedures in place to ensure written confirmation. the absence of If an existing contract, conflict a framework contract of interests by: or a usual provider was used, the participant reviewing the provided proof (e.g. subcontract requests to different award providers, proof of process, assessment of offers including, bid and/or assessment of evaluation, market prices) and selection demonstrating that process the original selection ensure that fulfilled these criteria. the award corresponded 165) the subcontracts YES/NO/N.A. to the ensure that evaluation in contractual obligations accordance set out in art. 9.3 are with the also imposed on the requirements subcontractor. set out for the subcontract The subcontracts YES/NO/N.A. 166) and that the were not awarded to participants other participants of staff involved the consortium in the award

procedure were subject

to conflict of

interest rules

(e.g. requiring

reviewing the

qualifications

subcontractor : to ensure

to

of

the

they

them

declare

conflict

of

that

interests)





CFS AGREED-UPON PROCEDURES — Subcontracting costs (B.)

Grant Agreemen t Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		correspond to the requirements set out for the subcontract		
		 reviewing the subcontract to ensure that it contains conflict of interest provisions (e.g. requirements for the subcontractor to disclose any conflicts of interest) 		
		 receiving a written confirmation from the participant that subcontracts were awarded in 		
		accordance with the principle of best value of money and no conflict of interest.		
		For participants that are 'contracting authorities/entities' within the meaning of the EU Public Procurement Directives		



${\it CFS\ AGREED-UPON\ PROCEDURES-Subcontracting\ costs\ (B.)}$

Grant Agreemen t Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.
		2014/24/EU, 2014/25/EU or 2009/81/EC, the practitioner verified that the subcontracting complied with the applicable national law on public procurement.		
		The practitioner also examined the subcontracts to identify that the participant's contractual obligations under the Grant Agreement are also imposed on subcontractors (art. 9.3 GA):		
		proper implementation		
		 conflict of interest 		
		 confidentiality and security 		
		 ethics and values 		
		– visibility		
		 other specific rules for carrying out the action 		
		information obligations		
		 record keeping 		
		 checks, reviews, audits, investigation rights of the granting authority, 		



CFS AGREED-UPON PROCEDURES — Subcontracting costs (B.)

3.07.01	CIS AGREED OF ORT ROCEDORES Subcontracting costs (b.)			
Grant Agreemen t Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		OLAF, ECA and EPPO. In addition, the practitioner also checked that: — there were signed agreements between the participant and		
		the subcontracts were not awarded to other participants or to affiliates, unless they have a framework contract or the affiliate is their usual provider, and the subcontract is priced at market conditions		
		- there was evidence that the services were provided by subcontractor. In the case of framework contracts, the practitioner checked that the selection of the provider was done in line with the usual practice of the participant and awarded on the basis of		
		best-value-for-money or lowest price and absence of conflict of interest.		



CFS AGR	CFS AGREED-UPON PROCEDURES — Subcontracting costs (B.)				
Grant Agreemen t Article Cost Category Procedures Cost Category Procedures Standard Finding (YES/NO)					
		The framework contract does not necessarily have to be concluded before the start of the action.			

Purchase costs (C.)

CFS AGR	CFS AGREED-UPON PROCEDURES — Purchase costs (C.)						
Grant Agreement Article	Cost Category	Procedures	Standard Finding				
Article 6.2.C	C.	PURCHASE COSTS					
Article 6.2.C	GENERAL ELIGIBILITY CONDITIONS FOR PURCHASE COSTS	For all purchase cost categories: For the sample of each purchase cost category, the practitioner checked that the costs declared in the financial statements fulfil the following eligibility conditions for purchase costs: — The purchases were made in conformity with the participant's usual purchasing practices/internal procedures — provided these ensure purchases with best value for money (key elements to appreciate the respect of this principle are the award of the contract to the bid offering best price-quality ratio, under conditions of transparency and equal treatment), or if appropriate the lowest price, and that there are procedures in place to ensure the absence of	In each cost category (see below): - "Purchases were made using the participant's usual purchasing practices and, if applicable, other documents/procedures required for compliance with national law on public procurement. - Purchases were made according to the principle of best value for money (best price-quality ratio) or the lowest price. - The participant applied procedures to ensure the absence of conflict of interest and based on our examination nothing came to our attention				



CFS AGR	CFS AGREED-UPON PROCEDURES — Purchase costs (C.)					
Grant Agreement Article	Cost Category	Procedures	Standard Finding			
		conflict of interests. If an existing contract, a framework contract or a usual provider is used, the participant provided proof (e.g. requests to different providers, proof of assessment of offers and/or assessment of market prices) demonstrating that the original selection fulfilled these criteria. - The practitioner received written confirmation from the participant that purchases were made in accordance with the principle of best value of money and no conflict of interest. - For participants that are 'contracting authorities/entities' within the meaning of the EU Public Procurement Directives 2014/24/EU, 2014/25/EU or 2009/81/EC, the practitioner verified that the procurement complied with the applicable national law on public	participant has provided the required written confirmation."			

Travel and subsistence (C.1)



CFS AGR	EED-UPON PE	ROCEDURES — Travel and	subsistence costs (C.1)	
Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
Article 6.2.C.1	C.1	TRAVEL AND SUBSISTENCE CO	OSTS	
Article 6.2.C.1	C.1 TRAVEL AND SUBSISTENCE (all programmes except RFCS, CCEI) C.1 If actual costs: (HE, DEP, EDF, CEF, LIFE, AGRIP, HUMA)	The practitioner draws a sample to carry out the procedures under this cost category. The sample should be selected randomly. It should cover 10% of all travel instances (related cost for transport, accommodation and subsistence are together counted as one instance) for which costs were declared, with a minimum sample of 10 travels (or all if less than 10 travels were declared). The practitioner sampled travels out of a total of		
		For the travels included in the sample: The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). The practitioner carried out the general checks for eligibility of purchase costs (see above). To confirm standard findings in the next column, the practitioner reviewed the	169) The cost were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with its usual cost accounting practices.	YES/NO/N.A.
		sample and checked that: - travel and subsistence costs were consistent with the participant's usual policy for travel.	170) Purchases were made using the participant's usual purchasing practices and, if applicable, other	YES/NO/N.A.





CFS AGREED-UPON PROCEDURES — Travel and subsistence costs (C.1)

31 0 1 101		TOCEDONES Traverana		
Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		In this context, the participant provided evidence of its normal policy for travel costs (e.g. use of first class tickets,	documents/procedures required for compliance with national law on public procurement.	
		reimbursement by the participant on the basis of actual costs, a per diem, carbon offsetting contributions) to enable the	171) Purchases were made according to the principle of best value for money (best price-quality ratio) or the lowest price.	YES/NO/N.A.
		practitioner to compare the travel costs charged with this policy. - for cases of combined travel, the participant kept evidence not only of the actual cost of the subsequent travel leg(s), but also of the cost of the theoretical direct return travel after the end of the	applied procedures to ensure the absence of conflict of interest and based on our examination nothing came to our attention that could indicate a potential conflict of interest. The participant has provided the required written confirmation.	YES/NO/N.A.
		work for the action. - travel costs are identified and allocated to the action (e.g. trips are directly linked to the action,	173) Costs were incurred, approved and reimbursed in line with the participant's usual policy for travels.	YES/NO/N.A.
		during the action period, etc) by examining relevant supporting documents	174) There was a link between the trip and the action.	YES/NO/N.A.
		such as minutes of meetings, workshops or conferences, their registration in the correct project account, their	175) The supporting documents were consistent with each other regarding subject of the trip, dates, duration and	YES/NO/N.A.





CFS AGREED-UPON PROCEDURES — Travel and subsistence costs (C.1) Grant Result Agreement Cost Category **Procedures Standard Finding** (YES/NO/N.A.) **Article** reconciled consistency with time with records or with the monthly declaration of dates/duration of the time worked on the workshop/conference. action / other reliable time records accounting. 176) The supporting YES/NO/N.A. documents are addressedto the participant. 177) Costs of а YES/NO/N.A. combined travel were charged to the action only up to the cost that would have been incurred if the travel would have been made exclusively (proven by records) for the action and allowing combined travel is the usual practice the participant. C.1 If unit N/A costs: (most programmes, e.g. 13, ERDF-TA, IMREG, EMFAF, IMCAP, SMP, ERASMUS, CREA, CERV, JUST, ESF/SOCPL, EU4H, AMIF/ISF/BMVI, EUAF, CUST/FISC, PERI





CFS AGR	CFS AGREED-UPON PROCEDURES — Travel and subsistence costs (C.1)					
Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)		
	(partial), TSI, UCPM)					

Equipment (C.2)

Grant Agreeme nt Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A
Article 6.2.C.2	C.2	EQUIPMENT COSTS		
Article 6.2.C.2	C.2 EQUIPMENT	The practitioner draws a sample to carry out the procedures under this cost category. The sample should be selected randomly. It should cover 10% of all items for which costs were declared, with a minimum sample of 10 items (or all if less than 10 items were declared). The practitioner sampled items out of a total of		
	C.2 If depreciation only: (default option for	For the equipment included in the sample: The practitioner carried out the general checks for	178) The cost were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no reinvoicing to other entities)	YES/NO/N. A.



Grant Agreeme nt Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A
	most programmes)	eligibility and ineligibility of costs (see above).	during the duration of the action in accordance with its usual cost accounting practices.	
	The practitioner carried out the general checks for eligibility of purchase costs (see above). To confirm the standard findings in the next column for	179) Purchases were made using the participant's usual purchasing practices and, if applicable, other documents/procedures required for compliance with national law on public procurement.	YES/NO/N. A.	
			180) Assets were purchased according to the principle of best value for money (best price-quality ratio) or the lowest price.	YES/NO/N. A.
	checked that: - they were entered in the accounting system and written off in accordance with the participant's usual accounting practices and with international accounting standards; they were correctly allocated to the action (with supporting documents	181) The participant applied procedures to ensure the absence of conflict of interest and based on our examination nothing came to our attention that could indicate a potential conflict of interest. The participant has provided the required written confirmation.	YES/NO/N. A.	
		182) There was a link between the Grant Agreement and the equipment charged to the action.	YES/NO/N. A.	
		183) The equipment charged to the action was physically inspected and traceable to the accounting records and the underlying documents.	YES/NO/N. A.	
		184) The purchases were not made between participants (unless in line with specific cases set out	YES/NO/N. A.	



Grant Agreeme nt Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A
		demonstrating the link to the action)	in the <u>AGA — Annotated Grant</u> <u>Agreement, art 6.2.B and</u> <u>6.2.C</u> *).	
		equipment was used for the action (as a percentage) was supported by reliable documentation (e.g. usage overview table) - any costs reductions (rebates, discounts) have been taken into account - confirmed the existence of the equipment and ensured that is the same equipment purchased - if the action was suspended, that no depreciation costs were charged during the suspension period.	185) The depreciation costs were calculated in line with applicable audit standards and the participant's usual accounting practices (normally at the earliest as of the reception of the equipment and its availability for use), for each reporting period.	YES/NO/N. A.
			186) The amount charged corresponded to the rate of actual usage for the action.	YES/NO/N. A.
			187) Costs for renting or leasing equipment do not exceed the depreciation costs of similar equipment, do not include any financing fees and there is no double charging of costs.	YES/NO/N. A.
		Purchases between participants are in principle not accepted, unless in exceptional and properly justified		





CFS AGREED-UPON PROCEDURES — Equipment costs (C.2) Result Grant Agreeme Cost Category **Procedures Standard Finding** (YES/NO/N.A nt Article .) cases (e.g. participant A is the usual supplier of participant B for a generic consumable that participant B needs for the action). If a participant needs supplies from another participant, it is the latter participant that should charge them to the action as cost. The practitioner recalculated the depreciation costs and checked that: the depreciation is calculated the acquisition value the depreciation costs were accumulated during the action duration the depreciation costs were calculated for each reporting period according to the rate of use for the project (if the participant does not use the equipment exclusively for

the action, only





CFS AGREED-UPON PROCEDURES — Equipment costs (C.2) Result Grant Agreeme Cost Category **Procedures Standard Finding** (YES/NO/N.A nt Article .) the portion used on the action may be charged) the participant did not charge depreciation from a date before reception of the equipment. Eligible depreciation of an equipment begins when it is available for use in the action the depreciation costs do not exceed the equipment purchase price. The depreciable amount (purchase price) of the equipment must be allocated on a systematic basis over its useful life (i.e. the period during which the equipment is expected to be usable). If the equipment's useful life

the

more than

year,





CFS AGREED-UPON PROCEDURES — Equipment costs (C.2)

Grant Agreeme nt Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A
		participant cannot charge the total cost of the item in a single year unless the Grant Agreement explicitly foresees that option. Apart from depreciation costs, costs for renting or leasing equipment, infrastructure or other assets, are also eligible as equipment costs if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees. If the equipment was not purchased but rented or leased, the practitioner should also check that the costs:		
		 do not exceed the depreciation costs of similar equipment, infrastructure or assets 		
		 do not include any financing 		



CFS AG	REED-UPON	PROCEDURES — Ec	quipment costs (C.2)		
Grant Agreeme nt Article	Cost Category	Procedures	Standard Findi	ng	Result (YES/NO/N.A
		fees (e.g finance charge included in the finance least payments or interests or loans taken to finance the purchase) - there is not double charging of costs (e.g. not charging or depreciation costs for equipment previously funded at full cost by an Elegrant).			
	C.2 If full cost only: (option in HE, RFCS, DEP, EDF, SMP, EU4H, EUAF, UCPM; mandatory in CEF, CCEI, HUMA)	For the equipment included in the sample: The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). The practitioner carried out the general checks for eligibility of purchase costs (see above). To confirm the standard findings in the next column, the practitioner	eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant during the duration of the action (proof of payment, no reinvoicing to other entities). 189) Purchases were made using the participant's usual purchasing practices and, if applicable, other documents/procedu	YES/NO/I	



Grant Agreeme nt Article	Cost Category	Procedures	ures Standard Finding	
_	Cost Category	checked that: For 'equipment, infrastructure or other assets' ('equipment) selected in the sample, that are charged as full capitalised costs (instead of depreciation cost), the practitioner checked that - the Grant Agreement explicitly allows that purchases of equipment specifically for the action (or developed as part of the action tasks) may be declared as full capitalised costs - the costs fulfil the cost	res required for compliance with national law on public procurement. 190) Purchases were made according to the principle of best value for money (best price-quality ratio) or the lowest price. 191) The participant applied procedures to ensure the absence of conflict of interest and based on our examination nothing came to our attention that could indicate a potential conflict of interest. The participant has provided the required written confirmation. 192) The cost eligibility conditions applicable to their respective cost categories	YES/NO/N.A. YES/NO/N.A.
		eligibility conditions applicable to their respective cost categories	fulfilled. 193) The Grant Agreement allows for purchases of equipment, infrastructure or other assets specifically for the	YES/NO/N.A.



CFS AG	REED-UPON	PROCEDURES — E	quipment costs (C.2)		
Grant Agreeme nt Article	Cost Category	Procedures			ult D/N.A
		suchcapitalisedcostscorrespondto the costs	action (or developed as part of the action tasks) to be declared as full capitalised costs.		
		incurred in the purchase or for the development of the equipment, infrastructur e or other assets - they are recorded under a fixed asset	194) Full capitalised costs were recorded under fixed costs account in the participant's accounting records in compliance with international accounting standards and the participant's usual accounting practices.	YES/NO/N.A.	
		account of the participant in compliance with international accounting standards and the	195) Full capitalised costs correspond to the costs incurred in the purchase or for the development of the equipment and there is no double charging of costs.	YES/NO/N.A.	
		participant's usual cost accounting practices - there is no double charging of costs (in particular, no charging of depreciation costs for the prototype or pilot plant to the grant or	196) Costs for renting or leasing equipment do not exceed the depreciation costs of similar equipment, do not include any financing fees and there is no double charging of costs.	YES/NO/N.A.	



Grant Agreeme nt Article	Procedures	Standard Findi	Result (YES/NO/N.A
	another EU grant). Costs for renting or leasing such equipment are also eligible if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees. If the equipment was not purchased but rented or leased, the practitioner should also check that the costs: - do not exceed the depreciation costs of similar equipment, infrastructur e or assets - do not include any financing fees (e.g. finance charges included in the finance lease payments or interests on loans taken		





Grant Agreeme nt Article	Cost Category	Procedures	Standard Findi	Result (YES/NO/N.A
		the purchase) - there is no double charging of costs (e.g. no charging of depreciation costs for equipment previously funded at full cost by an EU grant) - Equipment that does not comply with the specific conditions for full cost (e.g. equipment purchased prior to the action but used for the action) must be declared using the normal depreciation cost.		
	C.2 If depreciation and full cost for listed equipment: (option in HE, RFCS, DEP,	For the equipment included in the sample: The practitioner carried out the general checks for eligibility and	197) The standard findings under cost category C.2 (depreciation only) are fulfilled.	YES/NO/N.A. YES/NO/N.A.
	EDF, SMP, AMIF/ISF/BM VI, PERI, UCPM)	ineligibility of costs (see above). The procedure analysed above under cost category	eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant during	



Grant Agreeme nt Article Cost Category		Procedures	Standard Finding (YES/I		
		C.2 (depreciation only) is performed. Moreover, for equipment purchased specifically for the action (or developed as part of the action tasks) costs may exceptionally be declared as full capitalised costs, if these assets are listed under art. 6.C.2. For equipment that is charged at full acquisition cost, to confirm the standard findings in the next column, the practitioner checked that: — the Grant Agreement explicitly allows that the equipment may be declared as full capitalised costs. Such	the duration of the action (proof of payment, no reinvoicing to other entities). 199) The cost eligibility conditions applicable to their respective cost categories are fulfilled. 200) The equipment whose costs were declared as full capitalised costs were listed under art.6.C.2 as equipment whose costs may be declared as full capitalised costs. 201) Full capitalised costs were recorded under fixed costs account in the participant's accounting records in compliance with international accounting standards and the participant's usual cost accounting practices.	YES/NO/N.A. YES/NO/N.A.	
		equipment must be listed in art. 6.C.2.	202) Full capitalised costs correspond to the costs incurred in the purchase or for the development of	YES/NO/N.A.	





Grant Agreeme nt Article	Cost Category	Procedures	Standard Finding		Result (YES/NO/N.A .)
	 the costs fulfil the cost eligibility conditions applicable to their respective cost categories 	the equopment and there is no double charging of costs. 203) Costs for renting or leasing equipment do not exceed the depreciation costs of similar equipment,	YES/NO/N		
		 such capitalised costs correspond to the costs incurred in the purchase or for the development of the equipment, infrastructur e or other assets 	do not include any financing fees and there is no double charging of costs.		
		 they are recorded under a fixed asset account of the participant in compliance with international accounting standards and the participant's usual cost accounting practices. 			



CFS AGREED-UPON			
Grant Agreeme Cost Category nt Article	Procedures	Standard Findi	Result (YES/NO/N.A
	- there is no double charging of costs (in particular, no charging of depreciation costs for the prototype or pilot plant to the grant or another EU grant). Costs for renting or leasing such equipment are also eligible if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees. If the equipment was not purchased but rented or leased, the practitioner should also check that the costs: - do not exceed the depreciation costs of similar equipment, infrastructure e or assets - do not include any of similar equipment, infrastructure e or assets - do not include any		



Grant Agreeme nt Article	Cost Category	Procedures	Standard Finding		Result (YES/NO/N.A .)	
		financing fees (e.g. finance charges included in the finance lease payments or interests on loans taken to finance the purchase) - there is no double charging of costs (e.g. no charging of depreciation costs for equipment previously funded at full cost by an EU grant).				
	C.2 If full cost and depreciation for listed equipment: (option in HE, RFCS, EDF,	For the equipment included in the sample: The procedure analysed above under cost category C.2 (full cost only) is	204) For the costs declared as full capitalised costs, the standard findings under cost category C.2 (full cost only) are fulfilled.	YES/NO/N	I.A.	
	LIFE, SMP, UCPM)	performed. However, for the equipment used for the action that are listed under art. 6.C.2, the costs	205) The costs of the equipment listed under art. 6.C.2 were declared as depreciation costs.	YES/NO/N	I.A.	
		must be declared as depreciation costs.	206) For the costs declared as	YES/NO/N	I.A.	



Grant Agreeme nt Article	Cost Category	Procedures	Standard Findi	ng	Result (YES/NO/N.A
		For these assets, the practitioner: - checked that they are listed under art. 6.C.2 as equipment whose costs must be declared as depreciation costs - performed the procedure analysed above under C.2 (depreciation only).	depreciation costs, the standard findings under cost category C.2 (depreciation only) are fulfilled.		

Other goods, works and services (C.3)



CFS AGR	EED-UPC	ON PROCEDURES — Other	goods, works and services (C.3)
Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (Y/N/N.A.)
Article 6.2.C.3	C.3	OTHER GOODS, WORKS AND SERVICES		
Article 6.2.C.3	C.3 OTHER GOODS, WORKS AND SERVICES	The practitioner draws a sample to carry out the procedures under this cost category. The sample should be selected randomly. It should cover 10% of all items for which costs were declared, with a minimum sample of 10 items (or all if less than 10 items were declared).		
		The practitioner sampled items out of a total of		
		For the other purchases included in the sample: The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). The practitioner carried out the general checks for eligibility of purchase costs (see above).	207) The cost were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with its usual cost accounting practices.	YES/NO/N.A
		Purchases of other goods, works and services for the action must be calculated on the basis of the costs actually incurred. Such goods, works and services include, for instance, consumables and supplies, promotion, dissemination,	208) Purchases were made using the participant's usual purchasing practices and, if applicable, other documents/procedures required for compliance with national law on public procurement.	YES/NO/N.A
		protection of results, translations, publications, certificates and financial	209) Purchases were made according to the principle of best value for money (best	YES/NO/N.A



Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (Y/N/N.A.)
		guarantees, if required under the Agreement.	price-quality ratio) or the lowest price.	
		To confirm the standard findings in the next column, the practitioner checked that: - purchases of other goods, works and services were declared eligible (as costs actually incurred) in the Grant Agreement	210) The participant applied procedures to ensure the absence of conflict of interest and based on our examination nothing came to our attention that could indicate a potential conflict of interest. The participant has provided the required written confirmation.	YES/NO/N.A
		 the contracts did not cover tasks described in Annex 1 GA (these 	211) Contracts for works or services did not cover tasks described in Annex 1 GA.	YES/NO/N.A
		should be charged as subcontracting costs) – the goods, works or services were purchased specifically for the	212) Costs were allocated to the correct action and the goods were not placed in the inventory of durable equipment.	YES/NO/N.A
		action and they were correctly allocated to the action (with supporting documents such as	213) The costs were charged in line with the participant's accounting practices and were adequately supported.	YES/NO/N.A
		delivery note invoice or any other proof demonstrating the link to the action)	214) Correct and complete entry made in the accounting system of the participant.	YES/NO/N.A
		 the actual existence of the sampled items by physical inspection 		
	 the goods were not placed in the inventory of durable equipment (otherwise they 			



CFS AGREED-UPON PROCEDURES — Other goods, works and services (C.3) Grant Result Agreement Category **Procedures Standard Finding** (Y/N/N.A.) Article should be charged as equipment costs) the costs charged to action were accounted in line with the participant's usual accounting practices. If it is the participant's usual accounting practice to consider some of these costs (or all of them) as indirect

costs, they cannot be declared as direct

costs.

Other cost categories (D.)

Financial support to third parties (D.1)



CFS AGR	REED-UPON	PROCEDURES — Financial Sup	port to third parties	s (D.1)
Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
Article 6.2.D	D.	OTHER COST CATEGORIES		
Article 6.2.D.1	D.1	FINANCIAL SUPPORT TO THIRD PA	RTIES	
Article 6.2.D.1	D.1 FINANCIAL SUPPORT TO THIRD PARTIES (all programmes except RFCS,	The practitioner draws a sample to carry out the procedures under this cost category. The sample should be selected randomly. It should cover 10% of all items for which costs were declared, with a minimum sample of 10 items (or all if less than 10 items were declared).		
	SMP ESS, EUAF, CUST/FISC, CCEI, PERI, TSI, UCPM) D.1 If actual costs: (all except SMP COSME EYE)	The practitioner sampleditems out of a total of		
		For the FSTP items included in the sample: The practitioner carried out the general checks for eligibility and ineligibility of costs (see above). The practitioner checked that the costs for providing financial support to third parties ((in the form of grants, prizes or similar forms of support; if any): — were declared eligible in the Grant Agreement — the maximum amount of financial support to each third party is not more than the amount per recipient set out in the Data Sheet or otherwise agreed with the granting authority and in	eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with its usual cost accounting practices.	YES/NO/N.A.
		compliance with the applicable call conditions	216) The costs for providing	YES/NO/N.A.



Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		under which the Grant Agreement has been issued The practitioner also: - reconciled the list of recipients for whom costs have been claimed with the proposals and project documentation.	financial support to third parties were declared eligible in the call conditions and the Grant Agreement.	
		 checked the existence of signed agreements/acceptance forms between the participants and the recipients. Unless otherwise provided for in 	217) The costs did not exceed the maximum amount of financial support to each third party.	YES/NO/N.A.
		the call conditions, financial support to third parties needs to be given directly from the EU grant participant to the (final) recipients, without further intermediaries.	218) The support has been awarded in line with the conditions defined in Annex 1 GA.	YES/NO/N.A.
		 checked if there were audits undertaken by the participant on the recipients. Trace the cost adjustments to the financial statements to the EU and ensure that they were taken into account. 	219) The (minimum) conditions for the support are set out in Annex 1 GA and that these were also already part of	YES/NO/N.A.
		The practitioner checked that the support is implemented in accordance with the conditions set out in Annex 1 GA that must ensure objective and transparent selection procedures and include at least the following minimum conditions:	the proposal.	



CFS AGREED-UPON PROCEDURES — Financial Support to third parties (D.1) Grant Cost Result Agreement Category **Procedures Standard Finding** (YES/NO/N.A.) **Article** the maximum amount of financial support for each third party ('recipient'); this amount may not exceed the amount set out in the Data Sheet or otherwise agreed with the granting authority the criteria for calculating the exact amount of the financial support the different types of activity that qualify for financial support, on the basis of a closed list the persons categories of persons that will be supported and the criteria and procedures for giving financial support for prizes (or similar): eligibility award criteria the amount of the prize and the payment arrangements for other kinds of financial support to third parties: the maximum amount of financial support for

third

party

this

each

('recipient');





CFS AGREED-UPON PROCEDURES — Financial Support to third parties (D.1)

Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		amount may not exceed the amount set out in the Data Sheet or otherwise agreed with the granting authority		
		 the criteria for determining the exact amount 		
		 the types of activities to be funded 		
		 the types of recipients eligible. 		
		If a call allows financial support to third parties, directly or via implementing partners, in repayable form such as (micro)loans or other financial instruments with a long-term character that exceed by their nature the duration of the action and Annex 1 GA must provide for specific conditions on cost eligibility and acceptance. The practitioner checked that these specific conditions are fulfilled. The practitioner checked that the support is implemented in compliance with specific call conditions (if any).		
	D.1 If unit costs:	N/A		
	(SMP COSME EYE)			





Internally invoiced goods and services (D.2)

Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
Article 6.2.D.2	D.2	INTERNALLY INVOICED GOODS AND SERVICES		
Article 6.2.D.2	D.2 INTERNALLY INVOICED GOODS AND SERVICES (unit costs calculated in accordance with usual cost accounting practices) (HE, DEP, EDF)	The practitioner draws a sample to carry out the procedures under this cost category. The sample should be selected randomly. It should cover 10% of all items for which costs were declared, with a minimum sample of 10 items (or all if less than 10 items were declared). The practitioner sampled items out of a total of		
	items included in sample: The practitioner the general eligibility and in costs (see above, 'Internally invoice and services' meservices which are within the partice organisation direction and which participant value basis of its usual accounting practed budget category costs for goods as	The practitioner carried out	220) The cost were eligible (no ineligible components), identifiable and verifiable, linked to the action and incurred by the participant (proof of payment, no reinvoicing to other entities) during the duration of the action in accordance with its usual cost accounting practices. 221) The methodology of the practitioner included at least the method to determine the amount per unit	YES/NO/N.A.



Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		produced or provided for the action. To confirm the standard findings in the next column, the practitioner checked that: - the units have been actually implemented (used or produced)	supporting records and documents to prove the number of units declared, details of the number of units declared and the amount per unit used making up the total costs claimed etc.	
		 the units were necessary for the implementation of the action the participant did not declare costs covered by the unit cost also under other cost 	222) The number of units for internal invoices have been actually implemented (used or produced) and necessary for the implementation of the action.	YES/NO/N.A.
		categories - the specific eligibility conditions set out in the Grant Agreement (if any) were complied with. Costs of internally invoiced	223) The costs declared as internal invoices do not include costs declared under other cost categories.	YES/NO/N.A.
		goods and services must be declared as unit costs in accordance with usual cost accounting practices of the participant. The usual cost accounting practices of the	224) The specific eligibility conditions set out in the Grant Agreement (if any) have been fulfilled.	YES/NO/N.A.
		participant must define both the unit (e.g. hour of use of wind tunnel, one genomic test, one electronic wafer fabricated internally, etc) and the methodology to	225) The costs of internally invoiced goods and services included in the financial statement were calculated in accordance with the participant's usual	YES/NO/N.A.





Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		determine the cost of the unit.	cost accounting practices.	
		To confirm the standard findings in the next column, the practitioner: - obtained records and documents supporting the costs claimed as unit costs to understand the methodology used - obtained a description	226) The usual cost accounting practices used to calculate the costs of internally invoiced goods and services were applied by the participant in a consistent manner regardless of the source of funding.	YES/NO/N.A.
		of the participant's usual cost accounting practice to calculate costs of internally invoiced goods and services (unit costs) - checked whether the participant's usual cost accounting practice	227) It is the usual practice of the participant to calculate a unit cost for these good or service based on objective criteria that are verifiable.	YES/NO/N.A.
		was applied for the financial statements subject of the present CFS - ensured that the participant's usual cost	228) Unit costs have been applied in a consistent manner in other transactions not involving EU grants.	YES/NO/N.A.
		accounting practices to calculate unit costs is being used in a consistent manner, regardless of the source of funding - checked that the same unit cost has been applied in a consistent manner in other transactions not involving EU grants	229) The unit cost is calculated using the actual costs for the good or service recorded in the participant's accounts, excluding any ineligible cost, costs included in other budget categories, or costs of resources that do not	YES/NO/N.A.





Grant Cost Cate Agreement Article	Procedures	Standard Finding	Result (YES/NO/N.A.)
	 checked that and ineligible costs or and costs claimed unde 	it uses free of charge.	
	other budge categories, have no been taken into account when calculating the costs o internally invoiced goods and services (see art. 6) — checked whethe	used for calculating the actual costs of internally invoiced goods and services were relevant, and correspond to verifiable information.	YES/NO/N.A.
	actual costs of internally invoiced goods and service were adjusted on the basis of budgeted of estimated element and, if so, verified whether those elements used are actually relevant for internal solutions.	231) Costs of items used for calculating the costs internally invoiced goods and services are supported by evidence and registered in the accounts.	YES/NO/N.A.
	the calculation, and correspond to verifiable information Estimates represent less than 5% of the declared costs - for all programme except Horizon Europe checked that any cost of items which are no directly linked to the production of the invoiced goods of service (e.g. supporting services like cleaning general accountancy administrative support etc. not directly used for production of the	232) Allocation keys used are those defined in the participant participant's usual costs accounting practices used for the non EU funded projects.	YES/NO/N.A.





Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		not been taken into account when calculating the costs of internally invoiced goods and services		
		- for all programmes except Horizon Europe: checked that costs of resources that do not belong to the participant and which it uses free of charge (e.g. personnel or equipment of a third party provided free of charge), have not been taken into account when calculating the costs of internally invoiced goods and services (see art. 6), because those costs are not in its accounts (see art. 6.1(a)(v))		
		 checked that any costs of items used for calculating the costs internally invoiced goods and services are supported by evidence and registered in the accounts. 		
		 for Horizon Europe: checked that the amount per unit, for providing internally the good or service, has been calculated using the actual direct and indirect costs recorded in the participant's 	233) The amount per unit has been calculated using the actual direct and indirect costs recorded in the participant's accounts, attributed either by direct	YES/NO/N.A.





CFS AGREED-UPON PROCEDURES — Internally invoiced goods and services (D.2) Grant **Cost Category** Result Agreement **Procedures Standard Finding** (YES/NO/N.A.) Article attributed measurement or on accounts, either by direct the basis of costs measurement or on the drivers as defined in basis of cost drivers in participant the line with participant's participant's usual accounting practices. costs accounting practices.

Indirect costs (E.)

CFS AGREED-UPON PROCEDURES — Indirect costs (E.)						
Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)		
Article 6.2.E	E.	INDIRECT COSTS				
Article 6.2.E	E. INDIRECT COSTS If flat-rate: (mandatory in all programmes; option in EDF)	N/A				





Currency for financial statements and conversion into euro

Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.	
Article 21.3		CURRENCY FOR FINANCIAL STATEMENTS AND CONVERSION INTO EUROS			
Article 21.3	CURRENCY	For the samples from all cost categories: To confirm the standard findings in the next column, the practitioner reviewed the samples selected in all cost categories for cost incurred in currencies other than the euro and checked: — for participants with accounts established in euros: costs incurred in another currency were converted into euro by applying the participant's usual accounting practices — for participants with accounts established in a currency other than euros: exchange rates used for converting local currency into euros or other currencies into local currencies were in accordance with art. 21.3 GA and the corresponding AGA — Annotated Grant Agreement* section.	Participants with accounts established in euro converted costs in accordance with their usual accounting practice. OR For participants with accounts established in a currency other than euro, cost were correctly converted (in accordance with art. 21.3 GA and the corresponding AGA — Annotated Grant Agreement* section).	YES/NO/N.A.	





Revenues

Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)	
Article 22.3.4		REVENUES			
Article 22.3.4	REVENUES If no profit rule is NOT activated in the GA Data Sheet OR the entity is a non-profit orgranisation:	N/A			
	If the no-profit rule is activated in the GA Data Sheet and the entity is a for-profit organisation:	To contirm the standard	235) The accounting system allows to identify expenses and revenues related to the action.	YES/NO/N.A.	
		 sale of equipment or assets bought for or generated by the project (limited to the claimed eligible cost of purchase); admission fee to a conference carried out by the consortium; sale of the proceedings of a conference. 	236) The participant has declared all revenues (i.e. income generated by the action) in the interim and/or final reports.	YES/NO/N.A.	
		'Revenue' is all income generated by the action, during its duration (see art. 4), for participants that are profit legal entities.			
		For Horizon Europe: Revenue does not include income from exploitation of results, see			





CFS AGREED-UPON PROCEDURES — Revenues Grant **Cost Category** Result Agreement **Procedures Standard Finding** (YES/NO/N.A.) Article GA 5 Annex (e.g. commercialising a product or service) The practitioner also confirmed that revenues related to the action, if any, were duly booked in the participant's accounts and declared to the granting authority.





In-kind contributions

Grant Agreement Article	Cost Category	Procedures		Standard Finding	Result (YES/NO/N.A.)
Article 9.2	IN-KIND CONTRIBUTIONS BY THIRD PARTIES				
Article 9.2	IN-KIND CONTRIBUTIONS	N/A			
	If in-kind contributions allowed but not eligible:				
	If in-kind contributions allowed and eligible: (HE)	contribucorrectly line with 9.2 - the third their contribumention 1 GA (or a technic	ntributions hird parties declared as costs by the hich use he same d relevant as if they n): estandard next factitioner sample of gory that: for in-kind tions were d declared in h art. 6.1 and d parties and hin-kind	237) Cost for in-kind contributions were foreseen in Annex 1 GA (or approved via a technical report) and declared under the relevant cost category. 238) The rights of bodies mentioned in art. 25 are also ensured towards the third party giving in-kind contributions.	YES/NO/N.A.





Grant Agreement Article	Cost Category	Procedures	Standard Finding	Result (YES/NO/N.A.)
		do not exceed the direct costs incurred by the contributing third party for the inkind contribution, by obtaining invoices, accounting entries etc.		
		The practitioner also checked that there were binding agreements between the participant and the third party that ensured the rights of bodies mentioned in art. 25 are also ensured towards the third party giving inkind contributions.		

SIGNATURE

For the practitioner

[forename/surname/function]

[address]

[signature]
[date] [stamp]