



EUROPEAN COMMISSION
Directorate General Justice and Consumers
Programme and financial management



GRANT AGREEMENT

NUMBER — 769138 — STAR

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

on the one part,

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

represented for the purposes of signature of this Agreement by Daniela BANKIER, Head of Unit, DIRECTORATE-GENERAL JUSTICE AND CONSUMERS , Programme management,

and

on the other part,

1. 'the coordinator':

VRIJE UNIVERSITEIT BRUSSEL (VUB), established in PLEINLAAN 2, BRUSSEL 1050, Belgium, VAT number: BE0449012406, represented for the purposes of signing the Agreement by Head of R&D Department, Myriam GIJSEMANS

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

2. **TRILATERAL RESEARCH LTD (TRI)**, established in CROWN HOUSE 72 HAMMERSMITH ROAD, LONDON W14 8TH, United Kingdom, VAT number: GB119165222,

3. **Nemzeti Adatvédelmi és Információszabadság Hatóság (NAIH)**, established in Szilágyi E. fasor 22/c, Budapest 1125, Hungary, VAT number: 15795771-2-43,

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

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

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

The Agreement is composed of:

Terms and Conditions

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

TERMS AND CONDITIONS

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CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

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

CHAPTER 2 ACTION

ARTICLE 2 — ACTION TO BE IMPLEMENTED

The grant is awarded for the action entitled ‘**Support Training Activities on the data protection Reform — STAR**’ (**‘action’**), as described in Annex 1.

ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION

The duration of the action will be **24 months** as of 01/11/2017 (**‘starting date of the action’**).

ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS

4.1 Estimated budget

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

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

4.2 Budget transfers

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

However :

- the beneficiaries may not add costs relating to subcontracts not provided for in Annex 1, unless such additional subcontracts are approved by an amendment or in accordance with Article 10;
- the transfers between budget categories must stay below 20% of the total costs for the action set out in Annex 2, unless they are approved by an amendment.

CHAPTER 3 GRANT

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

5.1 Maximum grant amount

The ‘**maximum grant amount**’ is **EUR 283,439.46** (two hundred and eighty three thousand four hundred and thirty nine EURO and forty six eurocents).

5.2 Form of grant, reimbursement rate and forms of costs

The grant reimburses **79.18%** of the action’s eligible costs (see Article 6) (‘**reimbursement of eligible costs grant**’) (see Annex 2).

The estimated eligible costs of the action are **EUR 357,968.50** (three hundred and fifty seven thousand nine hundred and sixty eight EURO and fifty eurocents).

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

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

5.3 Final grant amount — Calculation

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

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

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

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

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

5.3.2 Step 2 — Limit to the maximum grant amount

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

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

The grant must not produce a profit.

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

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

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

The following are considered **receipts**:

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

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

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

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

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

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

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

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

5.4 Revised final grant amount — Calculation

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations;

see Article 17) — the Commission rejects costs (see Article 26) or reduces the grant (see Article 27), it will calculate the ‘**revised final grant amount**’ for the action or for the beneficiary concerned.

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

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

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

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

6.1 General conditions for costs to be eligible

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

(a) for **actual costs**:

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

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

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

- (i) they must be calculated by applying the flat-rate set out in Annex 2, and

- (ii) the costs (actual costs) to which the flat-rate is applied must comply with the conditions for eligibility set out in this Article;

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

6.2 Specific conditions for costs to be eligible

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

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

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

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

A. Direct personnel costs

Types of eligible personnel costs

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

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

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

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

- (a) the person works under the beneficiary’s instructions and, unless otherwise agreed with the beneficiary, on the beneficiary’s premises;
- (b) the result of the work carried out belongs to the beneficiary, and

- (c) the costs are not significantly different from those for personnel performing similar tasks under an employment contract with the beneficiary.

Calculation

Personnel costs must be calculated by the beneficiaries as follows:

{hourly rate
multiplied by
number of actual hours worked on the action}.

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

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

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

The ‘**hourly rate**’ is the calculated as follows:

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

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

The ‘number of individual annual productive hours’ is the total actual hours worked by the person in the year. It may not include holidays and other absences (such as sick leave, maternity leave, special leave, etc). However, it may include overtime and hours spent in meetings, trainings and other similar activities.

B. Direct travel and subsistence costs

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

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

D. Direct costs of providing financial support to third parties

Not applicable

E. Other direct costs

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

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

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

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

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

F. Indirect costs

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

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

6.3 Conditions for costs of affiliated entities to be eligible

Not applicable

6.4 Ineligible costs

'**Ineligible costs**' are:

(a) costs that do not comply with the conditions set out above (Article 6.1 to 6.3), in particular:

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

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

6.5 Consequences of declaration of ineligible costs

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

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

CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION

ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION

7.1 General obligation to properly implement the action

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

7.2 Consequences of non-compliance

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

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

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

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

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

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

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

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

Not applicable

ARTICLE 9 — PURCHASE OF GOODS, WORKS OR SERVICES

9.1 Rules for purchasing goods, works or services

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

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

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

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

9.2 Consequences of non-compliance

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

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

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

ARTICLE 10 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS

10.1 Rules for subcontracting action tasks

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

Subcontracting may cover only a limited part of the action.

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

The tasks to be implemented and the estimated cost for each subcontract must be set out in Annex 1 and the total estimated costs of subcontracting per beneficiary must be set out in Annex 2. The Commission may however approve subcontracts not set out in Annex 1 and 2 without amendment (see Article 39), if:

- they are specifically justified in the technical report and
- they do not entail changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

The beneficiaries must ensure that the subcontracted work is performed in one of the eligible countries set out in the call for proposals (‘place of performance obligation’) — unless otherwise approved by the Commission.

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

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

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

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

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

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

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

10.2 Consequences of non-compliance

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

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

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

ARTICLE 11 — IMPLEMENTATION OF ACTION TASKS BY AFFILIATED ENTITIES

Not applicable

ARTICLE 11a — FINANCIAL SUPPORT TO THIRD PARTIES

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

Not applicable

11a.2 Financial support in the form of prizes

Not applicable

11a.3 Consequences of non-compliance

Not applicable

SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION

ARTICLE 12 — GENERAL OBLIGATION TO INFORM

12.1 General obligation to provide information upon request

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

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

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

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

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

12.3 Consequences of non-compliance

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

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

ARTICLE 13 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

13.1 Obligation to keep records and other supporting documentation

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

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

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

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

13.1.1 Records and other supporting documentation on the technical implementation

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

13.1.2 Records and other documentation to support the costs declared

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

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

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

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

13.2 Consequences of non-compliance

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

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

ARTICLE 14 — SUBMISSION OF DELIVERABLES

14.1 Obligation to submit deliverables

The coordinator must submit:

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

14.2 Consequences of non-compliance

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

ARTICLE 15 — REPORTING — PAYMENT REQUESTS

15.1 Obligation to submit reports

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

15.2 Reporting periods

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

- RP1: from month 1 to month 24

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

Not applicable

15.3 Periodic reports — Requests for interim payments

Not applicable

15.4 Final report — Request for payment of the balance

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

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

- (a) a ‘**final technical report**’ containing:
 - (i) an **explanation of the work carried out** by the beneficiaries;
 - (ii) an **overview of the implementation** of the action, including milestones and deliverables identified in Annex 1.

This report must include explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out;
 - (iii) a summary for publication by the Commission;
 - (iv) the answers to the ‘**questionnaire**’: not applicable;
- (b) a ‘**final financial report**’ containing:

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

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

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

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

Each beneficiary must **certify** that:

- the information provided is full, reliable and true;
 - the costs declared are eligible (see Article 6);
 - the costs can be substantiated by adequate records and supporting documentation (see Article 13) that will be produced upon request (see Article 12) or in the context of checks, reviews, audits and investigations (see Article 17), and
 - that all the receipts have been declared (see Article 5.3.3);
- (ii) an **explanation of the use of resources** and the information on subcontracting (see Article 10) from each beneficiary, for the reporting period concerned;
- (iii) not applicable;
- (iv) a **‘final summary financial statement’**, created automatically by the electronic exchange system, consolidating the individual financial statement(s) for the reporting period and including the **request for payment of the balance**;
- (v) a **‘certificate on the financial statements’** (drawn up in accordance with Annex 5) for each beneficiary, if:
- it requests an EU contribution of EUR 325 000 or more as reimbursement of actual costs and
 - the maximum EU contribution indicated, for that beneficiary, in the estimated budget (see Annex 2) as reimbursement of actual costs is EUR 750 000 or more.

15.5 Information on cumulative expenditure incurred

Not applicable

15.6 Currency for financial statements and conversion into euro

Financial statements must be drafted in euro.

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

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

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

15.7 Language of reports

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

15.8 Consequences of non-compliance

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

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

ARTICLE 16 — PAYMENTS AND PAYMENT ARRANGEMENTS

16.1 Payments to be made

The following payments will be made to the coordinator:

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

16.2 Pre-financing payment(s) — Amount

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

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

The amount of the pre-financing payment will be EUR **226,751.57** (two hundred and twenty six thousand seven hundred and fifty one EURO and fifty seven eurocents).

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

16.3 Interim payments — Amount — Calculation

Not applicable

16.4 Payment of the balance — Amount — Calculation

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

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

If the total amount of earlier payments is lower than the final grant amount, the Commission will pay the balance within 90 days from receiving the final report (see Article 15.4), except if Articles 31 or 32 apply.

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

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

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

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

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

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

16.5 Notification of amounts due

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

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

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

16.6 Currency for payments

The Commission will make all payments in euro.

16.7 Payments to the coordinator — Distribution to the beneficiaries

Payments will be made to the coordinator.

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

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

16.8 Bank account for payments

All payments will be made to the following bank account:

Name of bank: BNP PARIBAS FORTIS (FORTIS BANK SA/NV)
Full name of the account holder: VRIJE UNIVERSITEIT BRUSSEL
Full account number (including bank codes):
IBAN code: BE10001340957504

16.9 Costs of payment transfers

The cost of the payment transfers is borne as follows:

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

16.10 Date of payment

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

16.11 Consequences of non-compliance

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

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

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

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

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

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

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

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

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

17.1 Checks, reviews and audits by the Commission

17.1.1 Right to carry out checks

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

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

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

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

17.1.2 Right to carry out reviews

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

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

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

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

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

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

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

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

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

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

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

17.1.3 Right to carry out audits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.4 Checks, reviews, audits and investigations for international organisations

Not applicable

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

17.5.1 Findings in this grant

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

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

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

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

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

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

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

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

17.5.2 Findings in other grants

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

- (a) the beneficiary concerned is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — **no later than five years after the payment of the balance** of this grant.

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

17.5.3 Procedure

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

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

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

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

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

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

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

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

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

17.6 Consequences of non-compliance

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

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

ARTICLE 18 — EVALUATION OF THE IMPACT OF THE ACTION

18.1 Right to evaluate the impact of the action

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

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

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

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

18.2 Consequences of non-compliance

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

SECTION 3 OTHER RIGHTS AND OBLIGATIONS

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

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

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

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

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

19.2 Ownership of results and rights of use

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

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

19.3 Consequences of non-compliance

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

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

ARTICLE 20 — CONFLICT OF INTERESTS

20.1 Obligation to avoid a conflict of interests

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

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

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

20.2 Consequences of non-compliance

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

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

ARTICLE 21 — CONFIDENTIALITY

21.1 General obligation to maintain confidentiality

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

They may use confidential information to implement the Agreement.

The confidentiality obligations no longer apply if:

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

21.2 Consequences of non-compliance

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

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

ARTICLE 22 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

22.1 Communication activities by the beneficiaries

22.1.1 General obligation to promote the action and its results

The beneficiaries must promote the action and its results.

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

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

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

“This [insert appropriate description, e.g. report, publication, conference, infrastructure, equipment, insert type of result, etc.] was funded by the European Union’s Rights, Equality and Citizenship Programme (2014-2020).”

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

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

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

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

22.1.3 Disclaimer excluding Commission responsibility

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

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

22.2 Communication activities by the Commission

22.2.1 Right to use beneficiaries’ materials, documents or information

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

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

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

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

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

- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Commission.

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

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

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

22.3 Consequences of non-compliance

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

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

ARTICLE 23 — PROCESSING OF PERSONAL DATA

23.1 Processing of personal data by the Commission

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

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

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

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

23.2 Processing of personal data by the beneficiaries

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

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

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

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

23.3 Consequences of non-compliance

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

ARTICLE 24 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE COMMISSION

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

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

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

CHAPTER 5 DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES

ARTICLE 25 — DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES

25.1 Roles and responsibilities towards the Commission

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

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

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

25.2 Internal division of roles and responsibilities

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

(a) Each **beneficiary** must:

- (i) keep information stored in the Participant Portal Beneficiary Register (via the electronic exchange system) up to date (see Article 12);

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

(b) The **coordinator** must:

- (i) monitor that the action is implemented properly (see Article 7);
- (ii) act as the intermediary for all communications between the beneficiaries and the Commission (in particular, providing the Commission with the information described in Article 12), unless the Agreement specifies otherwise;
- (iii) provide a pre-financing guarantee if requested by the Commission (see Article 16.2);
- (iv) request and review any documents or information required by the Commission and verify their completeness and correctness before passing them on to the Commission;
- (v) submit the deliverables and report(s) to the Commission (see Articles 14 and 15);
- (vi) ensure that all payments are made to the other beneficiaries without unjustified delay (see Article 16);

The coordinator may not subcontract the above-mentioned tasks.

25.3 Internal arrangements between beneficiaries — Consortium agreement

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

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

- liability, indemnification and confidentiality arrangements between the beneficiaries.

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

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

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

ARTICLE 26 — REJECTION OF INELIGIBLE COSTS

26.1 Conditions

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

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

26.2 Ineligible costs to be rejected — Calculation — Procedure

Ineligible costs will be rejected in full.

If the rejection of costs does not lead to a recovery (see Article 28), the Commission will formally notify the coordinator or beneficiary concerned of the rejection of costs, the amounts and the reasons why (if applicable, together with the notification of amounts due; see Article 16.5). The coordinator or beneficiary concerned may — within 30 days of receiving notification — formally notify the Commission of its disagreement and the reasons why.

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

26.3 Effects

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

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

ARTICLE 27 — REDUCTION OF THE GRANT

27.1 Conditions

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

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

27.2 Amount to be reduced — Calculation — Procedure

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

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

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and
- inviting it to submit observations within 30 days of receiving notification

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

27.3 Effects

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

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

ARTICLE 28 — RECOVERY OF UNDUE AMOUNTS

28.1 Amount to be recovered — Calculation — Procedure

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

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

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

28.1.1 Recovery at payment of the balance

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

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

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

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

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

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

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

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

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

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

28.1.2 Recovery of amounts after payment of the balance

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

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

or

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 29 — ADMINISTRATIVE SANCTIONS

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

SECTION 2 LIABILITY FOR DAMAGES

ARTICLE 30 — LIABILITY FOR DAMAGES

30.1 Liability of the Commission

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

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

30.2 Liability of the beneficiaries

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

SECTION 3 SUSPENSION AND TERMINATION

ARTICLE 31 — SUSPENSION OF PAYMENT DEADLINE

31.1 Conditions

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

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

31.2 Procedure

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

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

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

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

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

ARTICLE 32 — SUSPENSION OF PAYMENTS

32.1 Conditions

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

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

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

32.2 Procedure

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

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

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

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

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

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

ARTICLE 33 — SUSPENSION OF THE ACTION IMPLEMENTATION

33.1 Suspension of the action implementation, by the beneficiaries

33.1.1 Conditions

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

33.1.2 Procedure

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

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

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

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

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

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

33.2 Suspension of the action implementation, by the Commission

33.2.1 Conditions

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

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

33.2.2 Procedure

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

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

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

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

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

The coordinator or beneficiary concerned will be formally notified of the lifting and the Agreement will be **amended** to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the Agreement has already been terminated (see Article 34).

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

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

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

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

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

34.1 Termination of the Agreement by the beneficiaries

34.1.1 Conditions and procedure

The beneficiaries may terminate the Agreement.

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

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

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

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

34.1.2 Effects

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

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

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

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

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

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

34.2.1 Conditions and procedure

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

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

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

The notification must include:

- the reasons why;

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

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

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

34.2.2 Effects

The beneficiary concerned must submit to the coordinator:

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

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

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

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

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

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

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

34.3.1 Conditions

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

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40);
- (b) a change to their legal, financial, technical, organisational or ownership situation is likely to

substantially affect or delay the implementation of the action or calls into question the decision to award the grant;

- (c) following termination of participation for one or more beneficiaries (see above), the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants (see Article 39);
- (d) implementation of the action is prevented by force majeure (see Article 35) or suspended by the coordinator (see Article 33.1) and either:
 - (i) resumption is impossible, or
 - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants;
- (e) a beneficiary is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law;
- (f) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has been found guilty of professional misconduct, proven by any means;
- (g) a beneficiary does not comply with the applicable national law on taxes and social security;
- (h) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed fraud, corruption, or is involved in a criminal organisation, money laundering or any other illegal activity;
- (i) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles);
- (j) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2);
- (k) not applicable.

34.3.2 Procedure

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

- informing it of its intention to terminate and the reasons why and

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

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

The termination will **take effect**:

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

34.3.3 Effects

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

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

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

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

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

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

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

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

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

The coordinator must — within 60 days from when termination takes effect — submit a request for amendment (see Article 39), with a proposal for reallocation of the tasks and estimated budget of the beneficiary concerned (see Annexes 1 and 2) and, if necessary, the addition of one or more new beneficiaries (see Article 40). If termination is notified after the period set out

in Article 3, no request for amendment must be submitted unless the beneficiary concerned is the coordinator. In this case the request for amendment must propose a new coordinator.

The beneficiary concerned must submit to the coordinator:

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

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

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

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

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

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

'Force majeure' means any situation or event that:

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

The following cannot be invoked as force majeure:

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

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

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

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

CHAPTER 7 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Form and means of communication

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

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

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

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

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

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

36.2 Date of communication

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

Formal notifications through the **electronic** exchange system are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

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

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

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

36.3 Addresses for communication

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

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

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

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

European Commission
Directorate General Justice and Consumers
Programme and financial management (MO59 04/021)
B-1049 Brussels
BELGIUM

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

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

37.1 Precedence of the Terms and Conditions over the Annexes

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

Annex 2 takes precedence over Annex 1.

37.2 Privileges and immunities

Not applicable

ARTICLE 38 — CALCULATION OF PERIODS, DATES AND DEADLINES

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

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

ARTICLE 39 — AMENDMENTS TO THE AGREEMENT

39.1 Conditions

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

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

Amendments may be requested by any of the parties.

39.2 Procedure

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

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

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

The request for amendment must include:

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

The Commission may request additional information.

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

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

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

ARTICLE 40 — ACCESSION TO THE AGREEMENT

40.1 Accession of the beneficiaries mentioned in the Preamble

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

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

If a beneficiary does not accede to the Agreement within the above deadline, the coordinator must — within 30 days — request an amendment to make any changes necessary to ensure proper

implementation of the action. This does not affect the Commission's right to terminate the Agreement (see Article 34).

40.2 Addition of new beneficiaries

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

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

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

ARTICLE 41 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

41.1 Applicable law

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

41.2 Dispute settlement

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

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

ARTICLE 42 — ENTRY INTO FORCE OF THE AGREEMENT

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

SIGNATURES

For the coordinator

For the Commission



EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE AND CONSUMERS
Programme and financial management

ANNEX 1 (part A)

REC Action Grant

NUMBER — 769138 — STAR

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1.1. The project summary

Project Number ¹	769138	Project Acronym ²	STAR
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One form per project

General information

Project title ³	Support Training Activities on the data protection Reform
Starting date ⁴	01/11/2017
Duration in months ⁵	24
Call (part) identifier ⁶	REC-DATA-2016-01
Topic	REC-RDAT-TRAI-AG-2016 Support training activities on the data protection reform
Fixed EC Keywords	
Free keywords	data protection; training; data protection authority; data protection officer; General Data Protection Regulation

Abstract ⁷

The STAR project (Support Training Activities on the data protection Reform) will provide support to the training activities of European Union (EU) Data Protection Authorities (DPAs) and data protection officers (DPOs) on the EU data protection reform, especially the General Data Protection Regulation (GDPR). The GDPR requires these two categories of data protection actors to undertake training activities (Arts 57(1) and 39(1)(b)). Each DPA developing such materials in isolation increases the overall cost, risks undermining the harmonising effect of the GDPR and puts greater pressure on its consistency mechanisms. STAR will thus provide them with necessary and efficient training materials and resources. In particular, STAR will: 1) formulate the training topics in close cooperation with stakeholders, 2) author the actual training materials, 3) validate and test them in pilot trainings. This output will be freely and publicly available in a digital form. STAR is directly addressed to EU DPAs and DPOs; it also offers a benefit to other privacy professionals in the EU and beyond.

STAR supports the legal obligations of DPAs and DPOs to undertake training activities and, in order to facilitate their work, will provide them with ready-made, easy-to-customise and easy-to-run training materials, easily adaptable to specific training situations. STAR will also provide to the European Data Protection Board (EDPB) the common training programmes (Art 70 GDPR). The main outputs are thus the training materials and resources themselves.

While their exact format and nature will be refined in cooperation with stakeholders, the following will at least be included: 1) Training scenarios for each training category, 2) A Seminars' Topics List, based on the training scenarios, 3) Seminar Material for each one of the seminars, 4) Webinars (selected from the Seminars' Topics List), 5) A training Handbook, 6) A takeaway reference GDPR checklist, 7) a ten-point GDPR introductory list.

1.2. List of Beneficiaries

Project Number ¹	769138	Project Acronym ²	STAR
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List of Beneficiaries

No	Name	Short name	Country	Project entry month ⁸	Project exit month
1	VRIJE UNIVERSITEIT BRUSSEL	VUB	Belgium	1	24
2	TRILATERAL RESEARCH LTD	TRI	United Kingdom	1	24
3	Nemzeti Adatvédelmi és Információszabadság Hatóság	NAIH	Hungary	1	24

1.3. Workplan Tables - Detailed implementation

1.3.1. WT1 List of work packages

WP Number ⁹	WP Title	Lead beneficiary ¹⁰	Person-months ¹¹	Start month ¹²	End month ¹³
WP1	Management and Coordination of the Project	1 - VUB	3.25	1	24
WP2	Scoping and stakeholder engagement	2 - TRI	13.50	1	7
WP3	Development of the Training Materials	1 - VUB	22.00	8	16
WP4	Testing and validation	1 - VUB	6.75	17	20
WP5	Dissemination and outreach	2 - TRI	6.50	1	24
Total			52.00		

1.3.2. WT2 list of deliverables

Deliverable Number ¹⁴	Deliverable Title	WP number ⁹	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D1.1	Progress report	WP1	1 - VUB	Other	Confidential, only for members of the consortium (including the Commission Services)	13
D1.2	Kick-off meeting	WP1	1 - VUB	Other	Confidential, only for members of the consortium (including the Commission Services)	1
D1.3	First coordination meeting	WP1	1 - VUB	Other	Confidential, only for members of the consortium (including the Commission Services)	8
D1.4	Second coordination meeting	WP1	1 - VUB	Other	Confidential, only for members of the consortium (including the Commission Services)	17
D1.5	Third coordination meeting	WP1	1 - VUB	Other	Confidential, only for members of the consortium (including the Commission Services)	22
D1.6	Final, wrap-up meeting	WP1	1 - VUB	Other	Confidential, only for members of the consortium (including the Commission Services)	24
D2.1	Questionnaires	WP2	2 - TRI	Other	Confidential, only for members of the consortium (including the Commission Services)	7
D2.2	Reports for the findings of the interviews	WP2	2 - TRI	Report	Public	7
D2.3	DPOs and other stakeholders contact list	WP2	2 - TRI	Other	Confidential, only for members of the consortium (including the	7

Deliverable Number¹⁴	Deliverable Title	WP number⁹	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
					Commission Services)	
D2.4	List of Training Materials and associated report	WP2	2 - TRI	Report	Confidential, only for members of the consortium (including the Commission Services)	7
D3.1	Draft Training materials for use by DPA	WP3	1 - VUB	Report	Public	16
D3.2	Draft Training materials for use by DPO	WP3	1 - VUB	Report	Public	16
D4.1	Web-based questionnaire	WP4	1 - VUB	Other	Public	20
D4.2	Finalised training materials	WP4	1 - VUB	Report	Public	20
D4.3	Feedback forms	WP4	1 - VUB	Other	Public	20
D5.1	STAR on-line communication tools (website, social media accounts)	WP5	3 - NAIH	Websites, patents filling, etc.	Public	24
D5.2	Journal article	WP5	2 - TRI	Other	Public	24
D5.3	Press releases	WP5	3 - NAIH	Other	Public	24
D5.4	Trade press articles	WP5	2 - TRI	Other	Public	24
D5.5	Dissemination report	WP5	3 - NAIH	Report	Confidential, only for members of the consortium (including the Commission Services)	24
D5.6	Webinars	WP5	3 - NAIH	Demonstrator	Public	24

1.3.3. WT3 Work package descriptions

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

Objectives

Description of work and role of partners

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

VUB, TRI, NAIH

The Vrije Universiteit Brussel's Research Group on Law, Science, Technology and Society (VUB-LSTS) will provide the coordination, management and administration of the STAR project. It will be in charge of this Work Package and its constituent activities, which include the following:

A1.1: Launch of the action (kick-off meeting) [M1]

Within the first month of the project, the project coordinator will organise a kick-off meeting in Brussels. This meeting will bring together representatives of the applicant and two partners as well as a representative of the European Commission (the Project Officer), to discuss in detail the actions leading to the first deliverables as well as clarify the Commission's expectations and any administrative details.

A1.2: Project coordination [M1-M24]

STAR will be managed overall in accordance with standard Project Management and Risk Management best practices. The main tasks of VUB-LSTS as project coordinator include monitoring and supervising work progress, maintaining the project implementation plan, liaising with relevant contacts among the partners and the European Commission (EC). It will be the point of contact with the EC.

In order to best monitor the work progress, the project coordinator will:

- a) identify important issues, prepare meeting agendas, organise logistics, moderate the meetings and perform the follow-up with lists of action items and meeting reports;
- b) manage and provide the project reporting on partners' progress and use of resources compared to the contract and agreed work plan;
- c) monitor and coordinate the review of deliverables;
- d) manage the resolution of any conflicts between partners in the unlikely instance they should arise.

The project coordinator ensures an effective communication and flow of information between the partners. This is done by the means of regular exchange of views (via Skype, telephone conference calls, e-mails and face-to-face meetings amongst partners).

Upon the conclusion of each Work Package, the project coordinator will submit the deliverables to the EC and report on progress of the project. At the outset of each Work Package, the partners will consider whether any changes are desirable in the modalities of that Work Package within the context of the overall project, whether there are any risks to the project and, if so, what should be done to contain those risks.

Internal meeting (wrap-up) will be held in Brussels in the last quarter of the project, where partners will discuss their final outputs and activities. The meeting will aim to ensure coherence between overall results of the project.

The coordinator will also be responsible for initiation of communication with potential members of the External Advisory Board (EAB), after a list of suggested members will be compiled by the consortium. After the EAB completion, the coordinator will be leading the communication with its members, informing them on the activities that are expected from them and taking account of their respective feedback at different stages of the project where their activity is foreseen. (Members of the EAB will not be remunerated for their work.)

VUB-LSTS will also prepare progress and final reports to the EC.

A1.3: Financial management [M1-M24]

VUB-LSTS will be in charge of project financial administration and managing diligently the project funding. Upon receiving funding from the EC, it will distribute it to partners in a timely fashion.

Participation per Partner

Partner number and short name	WP1 effort
1 - VUB	2.25
2 - TRI	0.50
3 - NAIH	0.50
Total	3.25

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D1.1	Progress report	1 - VUB	Other	Confidential, only for members of the consortium (including the Commission Services)	13
D1.2	Kick-off meeting	1 - VUB	Other	Confidential, only for members of the consortium (including the Commission Services)	1
D1.3	First coordination meeting	1 - VUB	Other	Confidential, only for members of the consortium (including the Commission Services)	8
D1.4	Second coordination meeting	1 - VUB	Other	Confidential, only for members of the consortium (including the Commission Services)	17
D1.5	Third coordination meeting	1 - VUB	Other	Confidential, only for members of the consortium (including the Commission Services)	22
D1.6	Final, wrap-up meeting	1 - VUB	Other	Confidential, only for members of the consortium (including the Commission Services)	24

Description of deliverables

D1.1 : Progress report [13]
 Interim progress report for the first 12 months of the project. [electronic; EN]
 D1.2 : Kick-off meeting [1]

Kick-off meeting, to be held in Brussels within 30 days from the start of the project, in which each partner is represented by at least one person, to discuss the execution of the project in practical terms, agenda, minutes, signed presence list [electronic; EN]

D1.3 : First coordination meeting [8]

A coordination meeting for WP2, via teleconference, minutes and agenda [electronic; EN]

D1.4 : Second coordination meeting [17]

A coordination meeting for WP3, via teleconference, minutes and agenda [electronic; EN]

D1.5 : Third coordination meeting [22]

A coordination meeting for WP4, via teleconference, minutes and agenda [electronic; EN]

D1.6 : Final, wrap-up meeting [24]

The meeting will be held last quarter of the project, with the aim of allowing the partners the direct discussions in the concluding stage of the project. A possibility to open this meeting to the public will be explored. The aim of which would be to present and further disseminate the materials as well as to further discuss with invited stakeholders that will ensure the use of the resources and results even after the end of the project. Minutes, signed presence list and agenda will be added. [electronic; EN]

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
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Work package number ⁹	WP2	Lead beneficiary ¹⁰	2 - TRI
Work package title	Scoping and stakeholder engagement		
Start month	1	End month	7

Objectives

Interact with EU DPAs and key stakeholders in order to capture their requirements for training materials, and to refine the actual scope of the training materials to be developed. At the end of this WP, the consortium will be positioned to develop training material that supports the needs of its key stakeholders. It will also have established relationships with those stakeholders and made them aware of the project's activities. It will have created knowledge of the current state of play in data protection training materials and identified gaps that the project's work must address.

Description of work and role of partners

WP2 - Scoping and stakeholder engagement [Months: 1-7]
TRI, VUB, NAIH
A2.1: Training requirements capture with EU DPAs [M1-M4]

The PHAEDRA I and II consortia have already established excellent contacts with all EU DPAs during the past four years of their term. NAIH is an active part of the network of EU DPAs. The STAR consortium will take full advantage of these contacts. We will build on that recognition to capture the necessary requirements for data protection training material. Because we are so well known to DPAs, they are forthcoming with us and share their views willingly, which is an indispensable component for the development of relevant and useful training material.

--- Sub-Activity 2.1.1: Interview all (the majority of) EU DPAs

The purpose of the semi-structured interviews is to gather the views of European DPAs, as well as of the European Data Protection Supervisor (EDPS), on the scope of the training materials to be developed under the STAR project. DPAs will be interviewed with regard to the challenges they face and the needs they have with regard to giving full effect of the EU data protection reform package. They will also be asked to confirm their interest in the scope of STAR and to solicit their views, requirements and information with regard to the various training modules planned in STAR. Interviews will be aimed at gathering DPA views and expectations concerning training, examples of best practice, specific training material already employed in the past, etc.

Trilateral will prepare an interview protocol "script" which will serve as the template for the interviews. It will consult with the other STAR partners and support their conduct of the interviews, taking advantage of the linguistic diversity in the consortium where necessary. The interviews will comprise a set of questions aimed at eliciting information needed to feed into or provide the basis for future Work Packages and activities. From the interviews, we expect to deepen and clarify the scope of training required for implementation of the EU data protection reform package, as well as establish the state of the art in the training field. The contact with DPAs will also raise awareness of the forthcoming training materials and guidance and start to gain their support and buy-in.

Trilateral will prepare a brief report synthesising the main findings from the interviews which it will circulate to the consortium partners as well as to the DPAs. A key part of this report will be the identification of key DPA requirements for training materials.

--- Sub-Activity 2.1.2: Maintain dialogue with DPAs

The STAR consortium will continue to interact with EU DPAs throughout its two-year term. Project deliverables, in particular the actual training modules, will need to be validated with them as their prime recipients. The consortium will principally continue to engage throughout the project with EU DPAs through telephone conversations, e-mail, the project's website, blog, face-to-face meetings as well as training pilots included in WP4. The continued dialogue will ensure that EU DPAs are aware and up-to-date with regard to training materials developed under STAR, and where some synergies lie, e.g. in coordinating with already planned training events by EU DPAs, devising new training strategies, communications with the media and public, etc.

A key part of this activity is recruiting DPAs who will commit to trailing the training materials with STAR in WP4.

A2.2: Training requirements capture with other stakeholders [M2-M6]

--- Sub-Activity 2.2.1: Identification of stakeholders

The consortium intends to identify stakeholders in training activities with regard to the EU data protection reform that, although not DPAs, are affected by it and have an active interest in participating in such activities. An obvious first

category of stakeholders are DPOs. Under the EU data protection reform package their role, and presence, in EU data protection matters is expected to increase exponentially. The consortium will identify their representative organisations and professional bodies, both at EU (for example, the Confederation of European Data Protection Organisations) and Member State level (for example, APEP in Spain, GDD in Germany, NGFS in the Netherlands). DPOs already established in important personal data processing sectors (for example, state agencies, electronic communications companies, the financial sector, etc.) in Member States will also be catalogued. This will be performed by means of desktop research, requests for assistance to EU DPAs and the EDPS, as well as personal, academic and professional, contacts of the project partners. An inclusive contact list in this regard will be devised.

Apart from DPOs, the consortium will devise a contact list of other stakeholders involved in applying the EU data protection reform package, that may constitute potential recipients of STAR's training modules. These may involve judges and lawyers active in data protection adjudication, civil servants employed in sectors that apply data protection provisions, or private sector employees that are also affected by data protection provisions in their field of work. International privacy professional bodies will also be consulted. The relevant, second, contact list will be devised by means of desktop research and requests for assistance to EU DPAs and Member States' stage agencies (particularly, ministries of justice and bar associations). The consortium will invite these stakeholders to a specific mailing list for project announcements.

--- Sub-Activity 2.2.2: Interview a representative list of stakeholders)

Once the above two contact lists have been devised, the consortium will conduct interviews under the same context, aims and purposes as Sub-activity 1.1.1 above. Trilateral will adapt the "script" or interview protocol as to the circumstances of DPOs and other stakeholders. It will also draft a corresponding draft report synthesising its main findings from the interviews, as outlined above under Sub-activity 2.1.1.

--- Sub-Activity 2.2.3: Maintain dialog with DPOs and other stakeholders

The STAR consortium will continue to interact with DPOs and other stakeholders, as identified in the above sub-activities, throughout its two-year term. This will be performed through telephone conversations, e-mail, social media presence, face-to-face meetings, as well as training pilots included in WP4. The continued dialog will ensure that all stakeholders are aware and up to date with regard to training materials developed under STAR, and are able to make use of it, wherever applicable.

A2.3: Critical review and identification of best practices from other data protection training material [M1-M5]

Training services and material on data protection, and even specifically on the GDPR do exist in some contexts, industries and countries. The STAR consortium will conduct an inventory and critical review of existing data protection training material. For example, training seminars, webinars etc, delivered by law firms, technology and security providers, as well as apps websites, databases and repositories of GDPR-related best practices. The STAR consortium is already aware of many of these initiatives and resources. This activity includes reviewing of data protection training material already available in the market; developed by both by DPAs and other organisations and including any material or best practices identified by interviewees (primarily by using interviewees to identify and provide material to review and then subjecting this to review by the partners).

The materials and services will be evaluated on criteria such as: comprehensiveness, suitability, coherence with the regulatory environment, delivery quality, certification, cross-border relevance, accessibility. These criteria will be checked with our DPA contacts.

At the conclusion of the review activity, the partners will conduct a gap analysis to identify any areas that are particularly underserved by training materials as well as other strategic concerns. We will check and validate this list with our DPA and DPO contacts as well as with the EAB. This list of best practices and gap analysis will be added to the requirements generated by DPAs, DPOs and other stakeholders. It will also ensure that the STAR training materials do not re-create training materials already available, either from the market or from the public sector.

In addition to the gap analysis, the STAR consortium will provide links to suitable and adequate training materials on the public facing pages of its websites, acting as a communication multiplier for good quality GDPR-related training services across the EU, helping stakeholders to decide which solution they would like to adopt.

A2.4: Defining and delineating the "Training Materials" [M5-M7]

Under this activity, the exact scope of the training materials to be developed under STAR will be defined. This will be done on the basis of findings of Activities 2.1, 2.2 and 2.3 above, to ensure that the consortium's initial concepts on what such training materials may include will be aligned with the needs and challenges pointed out by the above stakeholders (DPAs, DPOs, others) as well as with the available state-of-the-art in the data protection "market".

The following provisional list of the training materials will be developed under the STAR project (to be called throughout this proposal, for brevity's purposes, the "Training Materials"). This list may be expanded or amended, as per findings in the above activities. In fact, a key part of those activities is to challenge and validate this list:

- (1) A Seminars' Topics List, based on the scenarios for each training recipient (DPAs or DPOs),
- (2) Seminar Material for each one of the seminars listed in the Topics' List, comprise at least the following materials ("Seminar Materials"):
 - (a) Actual presentation: 1h presentation in MS PowerPoint format (and/or other suitable),
 - (b) Reading material for participants ("further reading"),
 - (c) Trainer's instructions (aims and objectives of the seminar, pedagogic strategies and guidance, approaches towards difficult or commonly misunderstood sections, methodology for feedback processing),
 - (d) Operational forms: (i) invitation letter, (ii) participants list, (iii) feedback form, (iv) invitation poster/web announcement.
- (3) Complete, ready-to-teach Webinars (selected from the Seminars' Topics List),
- (4) A training Handbook (short introductory text to the GDPR of 10-15 pages; its length might be expanded should stakeholders demand so) intended to be taken away by trainees,
- (5) A GDPR compliance checklist for data controllers (generic, applicable to all, aimed at wide dissemination),
- (6) A ten-point introductory list to the GDPR (generic and user-friendly, aimed at wide dissemination).

Training Materials to be developed under STAR will be aimed exclusively at the GDPR.

The basic assumption of the STAR project is that trainers will be DPAs and DPOs. These are the intended recipients of the Training Materials. An excellent theoretical knowledge of the GDPR is a prerequisite for these trainers. The intent of the Training Materials is to substantially reduce the overheads and difficulty of assembling and delivering training sessions by domain experts.

The Training Materials to be developed under the STAR project will be provided for free to their recipients, meaning DPAs and DPOs, in a format available for customization and localisation (on a "white label" basis), so that trainers (DPAs and DPOs) will be able to amend them accordingly, if they wish to, affix their logos and trademarks, and interact with them in any way they wish. A "basic" version will be made public on the Internet, under suitable open access licence.

Finally, Training Materials will be drafted and be made available only in English, and will take no account of Member State law particularities and special requirements. It will be the task of their recipients (DPAs and DPOs) to adapt and customize them to their particular legal systems, as required, and this will be made clear on the Materials themselves.

Participation per Partner

Partner number and short name	WP2 effort
1 - VUB	3.75
2 - TRI	7.00
3 - NAIH	2.75
Total	13.50

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D2.1	Questionnaires	2 - TRI	Other	Confidential, only for members of the consortium (including the Commission Services)	7

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D2.2	Reports for the findings of the interviews	2 - TRI	Report	Public	7
D2.3	DPOs and other stakeholders contact list	2 - TRI	Other	Confidential, only for members of the consortium (including the Commission Services)	7
D2.4	List of Training Materials and associated report	2 - TRI	Report	Confidential, only for members of the consortium (including the Commission Services)	7

Description of deliverables

D2.1 : Questionnaires [7]

Interview protocol “script” which will serve as the template for the interviews. [electronic; EN]

D2.2 : Reports for the findings of the interviews [7]

Project scope delineation and relevance with regard to its intended recipients’ needs will be warranted through initial interviews and continued dialog with DPAs. Project relevance also to be warranted through validation with other, non-DPA, recipients, such as DPOs, judges, lawyers and civil servants, through initial interviews, and on-going contacts throughout project’s term, as well as validation through the External Advisory Board. [electronic; EN]

D2.3 : DPOs and other stakeholders contact list [7]

Database of 200-300 stakeholder and potential end-user contacts. [electronic; EN]

D2.4 : List of Training Materials and associated report [7]

Finalised detailed list of all the training materials to be developed. Complete requirements and specifications for those materials, sorted by seminar topic list. [electronic; EN]

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS1	Questionnaires developed	2 - TRI	5	Means of verification: interview protocol script, forming part of D2.1
MS2	Interviews conducted and reported	2 - TRI	7	Means of verification: Reports for the findings of the interviews, as part of D2.2 and D2.3
MS3	Requirements for training materials defined	1 - VUB	7	Means of verification: Finalised detailed list of all the training materials, developed by D2.4

Work package number ⁹	WP3	Lead beneficiary ¹⁰	1 - VUB
Work package title	Development of the Training Materials		
Start month	8	End month	16

Objectives

Development of the draft Training Materials for each of the end-user categories (DPAs training of third parties; and DPOs training for public and private sector organisations; judges, civil servants, private sector), based upon the previously collected requirements. Creation of ready-to-use training materials in the appropriate formats, ready to be piloted in real-world situations.

Description of work and role of partners

WP3 - Development of the Training Materials [Months: 8-16]

VUB, TRI, NAIH

A3.1: Development of Training Material for use by DPAs [M8-M16]

--- Sub-activity 3.1.1: Development of training scenarios

The scenarios for training to developed by DPAs to third parties will be developed under this Sub-activity. Five scenarios' categories will be assumed: for DPA personnel, DPOs, judges and other lawyers, civil servants, and the private sector. Based on feedback from WP2 above, the Seminars' Topics List (see Activity 2.4 above) will be populated for each such scenario category.

--- Sub-activity 3.1.2: Development of the Training Materials for the training of DPA personnel

Based on the Seminars' Topics List for this particular scenario category, as developed under Sub-activity 3.1.1 above, the Training Materials for intra-DPA training (whereby trainers and trainees will be DPAs themselves) will be developed under this sub-activity. It is expected that these will cover the novelties brought by the GDPR where DPAs do not yet have extensive experience and would therefore appreciate input from STAR.

--- Sub-activity 3.1.3: Development of the Training Materials for the training of DPOs

Based on the Seminars' Topics List for this particular scenario category, as developed under Sub-activity 3.1.1 above, the Training Materials for training conducted by DPAs (trainers) to DPOs (trainees) will be developed under this Sub-activity.

--- Sub-activity 3.1.4: Development of the Training Materials for the training of judges and lawyers

Based on the Seminars' Topics List for this particular scenario category, as developed under Sub-activity 3.1.1 above, the Training Materials for training conducted by DPAs (trainers) to judges and lawyers (trainees) will be developed under this Sub-activity.

--- Sub-activity 3.1.5: Development of the Training Materials for the training of civil servants and public sector employees

Based on the Seminars' Topics List for this particular scenario category, as developed under Sub-activity 3.1.1 above, the Training Materials for training conducted by DPAs (trainers) to civil servants (trainees) will be developed under this sub-activity.

--- Sub-activity 3.1.6: Development of the Training Materials for the training of the private sector

Based on the Seminars' Topics List for this particular scenario category, as developed under Sub-activity 3.1.1 above, the Training Materials for training conducted by DPAs (trainers) to private sector participants (trainees) will be developed under this Sub-activity.

Nb. Repetitions and overlaps among differents categories and Training Materials are possible.

A3.2: Development of training material for use by DPOs [M8-M16]

--- Sub-activity 3.2.1: Development of training scenarios

The training scenarios for DPOs' training, meaning the cases when DPOs will be the trainers of third parties, will be developed under this Sub-activity. Two scenarios' categories will be assumed, each one as per sub-activities 3.2.2 and 3.2.3 below. Because of the wide scope of these two categories, indicative sectors will be made (for example, the ministries of justice or home affairs for the public sector, under Sub-activity 3.2.2, or the telecommunications and the

financial industries for the private sector, under Sub-activity 3.2.3). Based on feedback from WS2 above, the Seminars' Topics List (see Activity 2.4 above) will be populated for each such scenario category.

--- Sub-activity 3.2.2: Development of the Training Materials to be used in the public sector

Based on the Seminars' Topics List for this particular scenario category, as developed under Sub-activity 3.2.1 above, the Training Materials for training conducted by DPOs (trainers) to civil servants (trainees) will be developed under this sub-activity.

--- Sub-activity 3.2.3: Development of the Training Materials to be used in the private sector

Based on the Seminars' Topics List for this particular scenario category, as developed under Sub-activity 3.2.1 above, the Training Materials for training conducted by DPOs (trainers) to private sector participants (trainees) will be developed under this sub-activity.

Nb. Repetitions and overlaps among differents categories and Training Materials are possible.

Participation per Partner

Partner number and short name	WP3 effort
1 - VUB	10.00
2 - TRI	7.00
3 - NAIH	5.00
Total	22.00

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D3.1	Draft Training materials for use by DPA	1 - VUB	Report	Public	16
D3.2	Draft Training materials for use by DPO	1 - VUB	Report	Public	16

Description of deliverables

D3.1 : Draft Training materials for use by DPA [16]

Training scenarios, Training materials for DPAs to use to train DPA personal, DPO, judges and lawyers, civil servants and public sector employees and private sector. Materials will include presentations, reading materials, trainer's guidance, operational forms, webinars, compliance checklist and ten-point introductory guide to the GDPR. [electronic; EN]

D3.2 : Draft Training materials for use by DPO [16]

Training scenarios, Training materials for DPOs to use in organisations across indicative sectors, in both the public and private sectors. Materials will include presentations, reading materials, trainer's guidance, operational forms, webinars, compliance checklist and ten-point introductory guide to the GDPR. [electronic; EN]

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS4	Training materials for DPAs and DPOs drafted	1 - VUB	16	Means of verification: Materials developed by and presented in D3.1 and D3.2

Work package number ⁹	WP4	Lead beneficiary ¹⁰	1 - VUB
Work package title	Testing and validation		
Start month	17	End month	20

Objectives

Testing and validation of training material developed under WP3 through the organisation of pilot training modules to ensure that these materials are fit for purpose and provide added value. To refine the final training materials in response to end-user feedback.

Description of work and role of partners

WP4 - Testing and validation [Months: 17-20]

VUB, TRI, NAIH

A4.1: Validation of the Training Materials [M17-M20]

--- Sub-activity 4.1.1: Validation of the Training Materials with DPAs

Once the Training Materials have been developed in T3.1, they will be circulated among selected EU DPAs, with a view of their validation. This will be performed by means of an accompanying web-based questionnaire, that these EU DPAs will be invited to reply. Their replies will be used as feedback, together with feedback received under Sub-activity 4.1.2 for the consortium to finalise the Training Materials.

--- Sub-activity 4.1.2: Validation of the Training Materials with DPOs and other stakeholders

The Training Materials as per Activity 3.2 will also be circulated among selected DPOs, their representative organisations and other stakeholders, with a view of their validation. This will be performed by means of an accompanying web-based questionnaire, that all of these stakeholders will be invited to reply. Their replies will be used as feedback, together with feedback received under Sub-activity 4.1.1, for the consortium to finalise the Training Materials.

A4.2: Testing of the Training Materials [M17-M20]

--- Sub-activity 4.2.1: Testing of the Training Materials with DPAs

Once the Training Materials have been finalized, pilot training activities will be carried out in cooperation with selected EU DPAs. These training activities will make use of the Training Materials, so as to test their efficiency and application in practice. The results of these pilot training activities will be assessed by means of feedback/filled-in questionnaires, to be completed by the actual individual trainers and their trainees.

--- Sub-activity 4.2.2: Testing of the Training Materials with DPOs and other stakeholders

In the same context as Sub-activity 4.2.1, pilot training activities will be carried out also in cooperation with DPOs and other stakeholders. These training activities will make use of the Training Materials, so as to test their efficiency and application in practice. The results of these pilot training activities will be assessed by means of feedback/filled-in questionnaires, to be completed by the actual individual trainers and their trainees.

Participation per Partner

Partner number and short name	WP4 effort
1 - VUB	1.50
2 - TRI	3.50
3 - NAIH	1.75
Total	6.75

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D4.1	Web-based questionnaire	1 - VUB	Other	Public	20
D4.2	Finalised training materials	1 - VUB	Report	Public	20
D4.3	Feedback forms	1 - VUB	Other	Public	20

Description of deliverables

D4.1 : Web-based questionnaire [20]

Online questionnaire used to validate relevant training material with 15-20 DPAs/DPOs (respectively) and with 15-20 other stakeholders. [electronic; EN]

D4.2 : Finalised training materials [20]

Finalised versions of Training scenarios; Training materials for DPAs to use to train DPA personal, DPO, judges and lawyers, civil servants and public sector employees, and private sector; Training materials for DPOs to use in organisations across indicative sectors, in both the public and private sectors. Materials will include presentations, reading materials, trainer's guidance, operational forms, webinars, compliance checklist and ten-point introductory guide to the GDPR. Eventually to be made publicly available for free under an appropriate open access licence. [electronic; EN]

D4.3 : Feedback forms [20]

Forms to capture DPA and DPO perspectives on the pilot events. [electronic; EN]

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS5	Training materials validated	1 - VUB	20	Means of verification: web-based questionnaire, training materials validated by DPOs and DPAs presented in D4.1
MS6	Training materials tested	1 - VUB	20	Means of verification: web-based questionnaire, training materials tested by DPOs and DPAs presented in D4.2
MS7	Training materials finalised	1 - VUB	20	Means of verification: web-based questionnaire, training materials evaluated by DPOs and DPAs presented in D4.3
MS10	Pilot events for DPAs	3 - NAIH	24	2 pilots where the developed training materials are use and tested by DPAs in a real-world context with real trainees.
MS11	Pilot events for other stakeholders	3 - NAIH	24	1 pilot where the developed training materials are use and tested by DPOs in a

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
				real-world context with real trainees.

Work package number ⁹	WP5	Lead beneficiary ¹⁰	2 - TRI
Work package title	Dissemination and outreach		
Start month	1	End month	24

Objectives

Creating awareness, encouraging uptake and use of the Training Materials developed under the STAR project through dissemination, communication, outreach and awareness-raising methods.

Description of work and role of partners

WP5 - Dissemination and outreach [Months: 1-24]
TRI, VUB, NAIH
A5.1: Create and keep up to date the project website [M1-M24]
 --- Sub-Activity 5.1.1: Create and expand the project's website

The consortium will create a new website for the STAR project. The website will be used as a focal point of reference for STAR project purposes. A member-only area will be incorporated therein, where DPAs, DPOs and other authorised stakeholders will be able to download the training material developed by STAR (draft versions). Updates and project activities, as well as information about the consortium, will be included in the website. In addition, the STAR communication tools (social media accounts) will be incorporated into it. The website will also include a news section for regular updates about the project, including key events and releases. Eventually, on this website the final version of training materials and other relevant resources will be made publicly available for free under an appropriate open access licence.

--- Sub-Activity 5.1.2: Maintain the project's communication tools (social media accounts)

Social media accounts for the STAR project will be created in all platforms deemed necessary by the consortium (based upon previous experience, LinkedIn and Twitter are the prime targets). They will be updated and regularly maintained in order to increase visibility, report findings and project developments, create awareness of downloadable material (wherever applicable) and achieve maximum dissemination of project results.

A5.2: Journal articles and trade press articles [M21-M24]

The partners will prepare at least one article for peer-reviewed journals regarding some of the issues addressed in the STAR project, particularly their methodology underlying training modules developed under WP3. If suitable, the partners will seek to publish in journal(s) that have open access arrangements. Potential journals that could be targeted include International Journal of Training and Development (Wiley), International Journal of Public Sector Management (Emerald) and the International Journal of Training Research (Taylor and Francis). The partners will also provide articles on the project and the project's developed training materials for the privacy and data protection (and broader IT law) trade press, for example, Privacy Law and Business, The Register.

A5.3: Dissemination of the Training Materials among EU DPAs, DPOs and other stakeholders [M22-M24]

In addition to open-ended communication with all interested parties in the STAR project, direct communications with all EU DPAs, DPOs and other stakeholders identified under activities 2.1 and 2.2 will be undertaken after finalisation of the Training Materials. These communications will alert recipients on the availability of the Training Materials, will provide instructions on their recommended use, as well as provide methods of accessing them (download links or other, as appropriate).

--- Sub-Activity 5.3.1: Set-up and hosting of invited webinars

A key sub activity under this task is the set-up and hosting of invited webinars, for potential end users. Using GoToMeeting, or a similar teleconference platform, the partners will facilitate a small number of twenty-minute webinars to introduce the available training material, walk potential users through it, and address any questions they might have.

A5.4: Drafting of D5 report [M24]

The partners will prepare a public report summarizing work carried out in Activities 5.1 to 5.3.

Participation per Partner

Partner number and short name	WP5 effort
1 - VUB	2.50
2 - TRI	2.00
3 - NAIH	2.00
Total	6.50

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D5.1	STAR on-line communication tools (website, social media accounts)	3 - NAIH	Websites, patents filling, etc.	Public	24
D5.2	Journal article	2 - TRI	Other	Public	24
D5.3	Press releases	3 - NAIH	Other	Public	24
D5.4	Trade press articles	2 - TRI	Other	Public	24
D5.5	Dissemination report	3 - NAIH	Report	Confidential, only for members of the consortium (including the Commission Services)	24
D5.6	Webinars	3 - NAIH	Demonstrator	Public	24

Description of deliverables

D5.1 : STAR on-line communication tools (website, social media accounts) [24]

Contemporary website – including landing page, introduction to the project, contact details, social media links, deliverables and publications, links to other training providers, blog, downloads area for hosting the training materials and their associated guidance material. [electronic; EN]

D5.2 : Journal article [24]

Article in a peer-reviewed academic journal. [electronic and - if practicable - paper; EN]

D5.3 : Press releases [24]

Three press releases, distributed to relevant trade press. At project launch, when draft versions of training materials are available, and when final versions are available. [electronic and - if practicable - paper; EN]

D5.4 : Trade press articles [24]

Two+ trade press articles (at least one in English, one in Hungarian) prepared. One at the launch of the project, the second in the dissemination phase. [electronic and - if practicable - paper; EN, HU]

D5.5 : Dissemination report [24]

Report summarising dissemination activity. [electronic; EN]

D5.6 : Webinars [24]

A series of ca. twenty-minute webinars to introduce the STAR training material, walk potential end users through it, and address any questions they might have [electronic; EN]

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS8	Project's website & communication tools launched	3 - NAIH	24	Project's website, social media accounts (by M3), press release (by M24).
MS9	Journal articles prepared and submitted for consideration/ publication	2 - TRI	24	Academic article in a peer-reviewed academic journal, in English. Two+ trade press articles (at least one in English, one in Hungarian) prepared.
MS12	Webminars	2 - TRI	24	Three 20-min webinars for invited participants. Online.

1.3.4. WT4 List of milestones

Milestone number ¹⁸	Milestone title	WP number ⁹	Lead beneficiary	Due Date (in months) ¹⁷	Means of verification
MS1	Questionnaires developed	WP2	2 - TRI	5	Means of verification: interview protocol script, forming part of D2.1
MS2	Interviews conducted and reported	WP2	2 - TRI	7	Means of verification: Reports for the findings of the interviews, as part of D2.2 and D2.3
MS3	Requirements for training materials defined	WP2	1 - VUB	7	Means of verification: Finalised detailed list of all the training materials, developed by D2.4
MS4	Training materials for DPAs and DPOs drafted	WP3	1 - VUB	16	Means of verification: Materials developed by and presented in D3.1 and D3.2
MS5	Training materials validated	WP4	1 - VUB	20	Means of verification: web-based questionnaire, training materials validated by DPOs and DPAs presented in D4.1
MS6	Training materials tested	WP4	1 - VUB	20	Means of verification: web-based questionnaire, training materials tested by DPOs and DPAs presented in D4.2
MS7	Training materials finalised	WP4	1 - VUB	20	Means of verification: web-based questionnaire, training materials evaluated by DPOs and DPAs presented in D4.3
MS8	Project's website & communication tools launched	WP5	3 - NAIH	24	Project's website, social media accounts (by M3), press release (by M24).
MS9	Journal articles prepared and submitted for consideration/publication	WP5	2 - TRI	24	Academic article in a peer-reviewed academic journal, in English. Two+ trade press articles (at least one in English, one in Hungarian) prepared.
MS10	Pilot events for DPAs	WP4	3 - NAIH	24	2 pilots where the developed training materials are use and tested by DPAs in a real-world context with real trainees.
MS11	Pilot events for other stakeholders	WP4	3 - NAIH	24	1 pilot where the developed training materials are use and tested by DPOs in a real-world context with real trainees.

Milestone number¹⁸	Milestone title	WP number⁹	Lead beneficiary	Due Date (in months)¹⁷	Means of verification
MS12	Webminars	WP5	2 - TRI	24	Three 20-min webinars for invited participants. Online.

1.3.5. WT5 Critical Implementation risks and mitigation actions

Risk number	Description of risk	WP Number	Proposed risk-mitigation measures
1	Difficulties in finding the participation necessary to conduct the research	WP1, WP2, WP3, WP4, WP5	Expansion of queries recipients' list; Contacting DPAs and other stakeholders to address new requests; Interim contacts with participation requests recipients to anticipate delays and/or refusals
2	Delays in conducting the research and development of training materials	WP1, WP2, WP3, WP4, WP5	Interim contacts among all project partners to anticipate delays; re-allocation of work, if necessary; cooperation with EC Project Officer (PO)
3	One of the partners is unable to produce high quality training materials	WP1, WP2, WP3, WP4, WP5	Re-allocation of work among other project partners; Alerting and coordinating with EC PO
4	The project team is incapable of working as a team	WP1, WP2, WP3, WP4, WP5	Frequent, monthly project partners meetings (via teleconference)
5	DPAs and/or DPOs are not interested in using the consortium's deliverables – Training Materials	WP1, WP2, WP3, WP4, WP5	Edits/amendments to Training Materials according to evaluation and feedback; intensification of dissemination effort
6	Failure to meet milestones	WP1, WP2, WP3, WP4, WP5	Coordinator's responsibility; Regular monitoring of execution of work by project partners; cooperation and coordination with EC PO

1.3.6. WT6 Summary of project effort in person-months

	WP1	WP2	WP3	WP4	WP5	Total Person/Months per Participant
1 - VUB	2.25	3.75	10	1.50	2.50	20
2 - TRI	0.50	7	7	3.50	2	20
3 - NAIH	0.50	2.75	5	1.75	2	12
Total Person/Months	3.25	13.50	22	6.75	6.50	52

1.3.7. WT7 Tentative schedule of project reviews

Review number ¹⁹	Tentative timing	Planned venue of review	Comments, if any
RV1	24		At the submission of the final report reviews might be envisaged.

1. Project number

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

2. Project acronym

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

3. Project title

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

4. Starting date

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

5. Duration

Insert the duration of the project in full months.

6. Call (part) identifier

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

7. Abstract

8. Project Entry Month

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

9. Work Package number

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

10. Lead beneficiary

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

11. Person-months per work package

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

12. Start month

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

13. End month

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

14. Deliverable number

Deliverable numbers: D1 - Dn

15. Type

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

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

16. Dissemination level

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

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

17. Delivery date for Deliverable

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

18. Milestone number

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

19. Review number

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

20. Installation Number

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

21. Installation country

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

22. Type of access

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

23. Access costs

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

Part B

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1. Definition of the problem, needs assessment and objectives of the project

What are the problems and/or the current situation? Which are the needs that the project aims to address?

In relation to these problems and needs, what are the major objectives that the project should attain? Who are the target group(s) of your activities and why were they chosen?

Note:

You are expected to provide here a needs assessment for your proposed activities. Such needs assessment should include relevant and reliable data and should contain a robust analysis clearly demonstrating the need for the action. The applicant can refer to existing research, studies, previous projects which had already identified the need. The needs assessment must make it clear to what extent the action will meet the need and this shall be quantified. You are requested to be specific and focus on the actual needs that your project will aim to address and not limit the analysis to general statements and information about the problems and needs of the target group in general.

There are two primary beneficiary groups for the STAR project: (1) EU DPAs (both national level and – where appropriate – regional or federal-level Member State DPAs and the European Data Protection Supervisor (EDPS), around 40+ organisations), (2) DPOs in EU Member States – in any public authority processing personal data and private sector controllers/processors whose core activities consist of processing operations that require regular and systematic monitoring of the data subjects on a large scale, or where the core activities of the controller/processor consist of processing on a large scale of special categories of personal data and data relating to criminal convictions and offences – estimated as potentially 75,000 DPO worldwide [1]. STAR has a secondary audience in privacy and data protection regulators and professionals inside and outside of the EU. The training materials will not be targeted at this secondary audience, although STAR will be receptive to their needs and they will be able to take advantage of the developed training purposes.

The EU data protection reform, comprised essentially of the GDPR (Regulation 2016/679) and the Police and Criminal Justice Data Protection Directive (Directive 2016/680; Directive), was only concluded on April 2016. The GDPR will become applicable across the EU on 25 May 2018; the Directive needs to be transposed into Member State legislation by 6 May 2018. This leaves a short period of time for EU DPAs and DPOs to adapt into the new regulatory environment. They need to follow closely their respective Member State national legislation both giving full effect the GDPR and transposing the Directive; they need to release their own guidelines for their respective jurisdictions and adapt their routine practices; they need to inform and educate recipients on the new legislation; they need to participate in EU work on applying the new framework. All of the above, on top of their routine, day-to-day data protection work, and the fact that new legislation is also being developed currently (e.g. the ePrivacy Regulation; COM(2017) 10 final), which is expected to place even more burden on DPAs, who are expected to be competent to oversee the application of another vast body of legislation related to providers of communication services and providers, and will hence put a vast new burden on DPAs' day-to-day routine.

Previous research by consortium members, within the PHAEDRA projects (*Improving Practical and Helpful cooperation between Data Protection Authorities*; 2013-2017), shows that EU DPAs are at different stages along this process. Some are highly adapted, others some way behind [2]. Further, the financial and human resources (including staff numbers) of EU DPAs are highly variable, meaning that not all will have the capacity to generate efficiently training materials [3]. DPAs will become experts in the GDPR as part of their work. However, they are not pedagogic experts, and training is (currently) a relatively small part of their activity. They should therefore be assisted in the best approaches to communication and dissemination of such expertise through appropriately designed training packages. Uniform application of the GDPR will depend in part upon uniform training material, adjustable to local conditions. The development of appropriate training material needs to be conducted in close cooperation with EU DPAs, starting with the Article 29 Data Protection Working Party (WP29).

The teaching and public awareness-raising activities of DPAs are not a novelty. They have engaged in these since their inception in 1970s and these activities have taken multiple shapes [4]. Recent research by consortium members, within the ARCADES project (2014-2015) overviewed these efforts with regard to children and minors and has demonstrated the strong interest of EU DPAs in being assisted in developing

training materials for these purposes [5]. Therefore, the STAR project is a direct response to these needs, this time targeting compliance with the GDPR and related instruments.

From the DPOs point of view, they need, first, to establish themselves within their organisations, then they need to draft their internal policies so as to meet the new regulatory framework requirements, and finally educate their colleagues on the new provisions. DPOs will practically be required to become a locus of knowledge and expertise on GDPR compliance with their respective organisations. All of the above amount to work overload, within an already resources-limited and stressful environment, on account of technological and other developments constantly taking place. Like DPAs, DPOs are not primarily experts in the design and provision of training.

The STAR project aims at alleviating the training workload from these two anticipated categories of data protection trainers: DPAs and DPOs. In cooperation with stakeholders, it is aimed at defining the specific training scenarios of interest and subsequently to provide to these two types of trainers with all the necessary material and resources to run the respective training operations. In essence, it aims at assisting DPAs and DPOs in their training function, by providing them with ready-made, easy-to-run training materials, in a “white label” format, to be immediately and readily used or to be easily adapted to their specific training needs and contexts. DPAs and DPOs will only have to customize them in their particular circumstances, through affixing their logos and trademarks, translating them in their native language or making small adjustments according to their respective national law.

There are some existing private sector training services marketed to DPOs. For example, the Brussels Privacy Hub training seminar [6], GDPR seminars organised by law firms [7], GDPR seminars offered to auditors [8], and webinars offered by security firms on the security aspects of the GDPR [9]. It is not the intent of STAR to displace such efforts. Many of these services focus upon making DPOs aware of the legislative changes as part of their continuing professional development. Instead, STAR intends to offer materials and guidance for DPOs as they expand their internal training activities to be delivered to other staff members.

[1] Rita Heimes & Sam Pfeifle, "Study: GDPR's global reach to require at least 75,00 DPO's worldwide", *IAPP*, 9 November 2016. <https://iapp.org/news/a/study-gdprs-global-reach-to-require-at-least-75000-dpos-worldwide/>

[2] David Barnard-Wills, Cristina Pauner Chulvi and Paul De Hert, “Data protection authority perspectives on the impact of data protection reform on cooperation in the EU”, *Computer Law and Security Review*, Vol. 32, No. 4, August 2016, pp. 587–598.

[3] David Wright & Kush Wadhwa, “Cooperation and coordination viewed by supervisory authorities themselves: results of PHAEDRA surveys”, in Paul De Hert & Dariusz Kloza & Pawel Makowski (eds) *Enforcing Privacy: Lessons from current implementations and perspectives from the future*. Wydawnictwo Sejmowe, Warsaw, 2015.

[4] Colin Bennett & Charles Raab, *The governance of privacy: policy instruments in global perspective*. Ashgate Publishing 2003.

[5] Gloria González Fuster, Dariusz Kloza & Paul De Hert, “The many faces of privacy Education in european schools”, in: González Fuster, G., Kloza, D. (Eds.), *The European Handbook for Teaching Privacy and Data Protection at Schools*. Intersentia, Cambridge 2016.

[6] <http://www.vub.ac.be/en/events/2016/training-seminar-implementing-the-gdpr-practical-challenges>.

[7] <https://www.twobirds.com/en/events/uk/2016/update-on-the-gdpr>; <http://www.digitallawuk.com/european-gdpr-seminar>; <http://www.itgovernance.co.uk/shop/p-1832-certified-eu-general-data-protection-regulation-gdpr-foundation-and-practitioner-combination-course.aspx>; <http://www.actnow.org.uk/gdpr>.

[8] <http://auditserve.com/Seminars/GDPR-Seminars-1/tabid/456/Default.aspx>.

[9] <https://www.symantec.com/en/uk/campaigns/data-privacy>.

2. Relevance and justification

How does your project address the call priority under which you are applying? What is the project's contribution in this area?

What are the innovative aspects of the project?

The call priority for the STAR project asks for projects to support training “*projects geared primarily at the data protection supervisory authorities as well as other public authorities, legal professions such as members of the judiciary and lawyers and data protection officers in the EU and EEA which contribute to an effective implementation, the monitoring and the application of the Data Protection Reform*”. The STAR project places this priority at its core: it is aimed at supporting the training activities of DPAs and DPOs on the EU data protection reform package towards the data protection community (judges, lawyers, civil servants and any other stakeholders affected by the regulation of personal data protection). DPAs and DPOs are expected to undertake training activities within their respective scope of work, as an integral part of applying the new regulatory framework. All recipients of data protection provisions at Member State level need to be educated on the new legal framework, in order to warrant an effective implementation across the EU. The GDPR immediate effect is of particular relevance in this regard. This is a task to be undertaken primarily by DPAs and DPOs; while the market can (and already does) provide training to any interested party, it is the task of the organisations (DPAs) and persons (DPOs) directly involved in application of the new legal framework to first inform and educate its recipients on what is new, what needs to be changed and what can be kept from the provisions already in effect today. Training is therefore an essential part for the effective application of the EU data protection reform package. The STAR project aims at contributing to a more effective application of the EU data protection reform package, through handing out to the above two categories of trainers (DPAs and DPOs) with the training materials necessary to carry out their training operations. In this way, they will be provided with a customizable, ready-made solution that they can choose to either apply on an “as is” basis or to further adapt to their particular needs. However, the basic, ground-setting work for them will have been undertaken and carried out by the STAR project. In the same context, the same training materials will be made available throughout the EU, contributing thus substantially to uniform understanding and, ultimately, harmonisation, which is a central requirement for the new EU data protection reform package. Consequently, therein lies the innovative aspect of the STAR project: never before were uniform, ready-made training materials provided to DPAs (or DPOs) across the EU. Until today, training has been piecemeal and fragmented, oriented either towards national data protection provisions or high-level EU legislation within the same field. Development and use in practice of the STAR training materials will contribute substantially to harmonisation and effective implementation of the EU data protection reform package across the EU.

All materials and resources prepared within the STAR project will adhere to open access principles (under suitable licences such as Creative Commons [<https://creativecommons.org>], if necessary), making them freely and widely available, reusable and adaptable, not only within the EU, but also for interested stakeholders beyond.

3. Expected results

What are the expected results of the project? Who will benefit from these results and how?

How will the target groups of the project benefit concretely from the project results and what shall change for them?

How will these results contribute to achieving the objectives of the call priority under which you are applying?

Note:

Results are immediate changes that arise for the target groups after the completion of the project (e.g. improved knowledge, increased awareness). Results must be distinguished from deliverables, which are produced with the resources allocated to the project, e.g. training courses, conferences, leaflets.

STAR is essentially a “support the trainers” project. It will result in concrete, ready-made, fully-customisable, white-label and freely available and reusable training materials to be provided to its two main groups of addressees, meaning DPAs and DPOs that will carry out training activities in view of effective implementation of the EU data protection reform package, and in particular the GDPR. These training materials will be designed, drafted, tested, validated and disseminated in cooperation with their intended users, DPAs and DPOs, throughout the project’s term. In this way, STAR will result in relevant and timely training materials, that will address DPAs’ and DPOs’ immediate need for such, so as to effectively promote application of the new EU data protection legal framework. Valuable human and financial resources that would otherwise be required by

DPAs and DPOs for the development of these materials under the STAR project will be freed, so as to be used in actual training operations and other data protection work.

STAR will thus result in:

- (a) Identifying the training needs of DPAs and DPOs;
- (b) Addressing these needs through the development of appropriate training materials;
- (c) Saving-up DPAs' and DPOs' financial and human resources while developing training materials necessary for the implementation of the EU data protection reform;
- (d) Improving data protection harmonisation across the EU, through the use of uniform training materials for the GDPR;
- (e) Achieving effective implementation and application of the EU data protection reform.

Contribution of the above results to the call priority is obvious: training on the new data protection reform is an integral and necessary component in order for the new legal framework to be adequately implemented. In other words, it is a necessary function, part of the scope of work of STAR's intended users, meaning DPAs and DPOs. By providing them with free, relevant, immediately usable training materials, STAR contributes directly to the effective implementation and application of the EU data protection reform, as per the call's priority.

4. European added value

What is the project's added value at European level?

How will you ensure that the project methodology and/or deliverables and/or results will be transferable at European level?

Note: *European added value of actions, including that of small-scale and national actions, shall be assessed in the light of criteria such as their contribution to the consistent and coherent implementation of Union law, and to wide public awareness about the rights deriving from it, their potential to develop mutual trust among Member States and to improve cross-border cooperation, their transnational impact, their contribution to the elaboration and dissemination of best practices or their potential to contribute to the creation of minimum standards, practical tools and solutions that address cross-border or Union-wide challenges.*

STAR's European added value lies squarely at its conceptual core. Through development and provision of ready-made training materials to EU DPAs and DPOs across the EU to use in their imminent training activities, it warrants:

- (a) *Consistent and coherent implementation of Union law, in particular EU data protection law*, because uniform training materials used across the EU will promote a singular, informed understanding of the relevant provisions and will result in promotion of the same implementation and practices;
- (b) *Wide public awareness on the individual right to data protection*, because its training materials will not only be freely available, but also will be actively promoted among the EU data protection community that may access them directly (in the event of DPAs and DPOs) or indirectly (in the event of the remaining data protection community that may have access to them through their respective DPAs and DPOs);
- (c) *Improved cross-border cooperation*, through the common use and dissemination of the same training materials by DPAs and DPOs;
- (d) *Development of best practices in training among trainers* (DPAs and DPOs) across the EU;
- (e) *Address the EU-wide imminent need for training on the EU data protection reform* in a practical and standardised manner.
- (f) *Indirectly contribute to the setting of a worldwide standard (best practice) in data privacy education and public awareness.*

5. Methodology

Outline the approach and methodology. Explain why this is the best approach to attain the objectives and the proposed results.

Explain the structure and complementarity of the work packages.

In the early stage of the STAR project, the consortium envisages frequent and direct contacts with the main stakeholders (i.e. DPAs, DPOs, lawyers', judges and civil servants' representative organisations) to identify training needs and challenges with regard to the EU data protection reform. In the subsequent stages, STAR

7. The partnership and the core project team

Describe the partnership of organisations implementing the project (applicant, partners). Explain how the partners were selected, and why is this partnership the best to attain the objectives of the project. Describe the value of the partnership, its strengths/weaknesses, the organisational arrangements within the partnership and how you will ensure coordination within the partnership.

Introduce the persons of the core project team and list the CVs (to be attached to the application) of the key people working in the project (project manager, financial manager and the key experts).

The STAR consortium comprises:

- (a) Vrije Universiteit Brussel – Research Group on Law, Science, Technology and Society (**VUB-LSTS**), Belgium (co-ordinator, applicant);
- (b) Trilateral Research Ltd (**TRI**), UK (partner);
- (c) Nemzeti Adatvédelmi és Információszabadság Hatóság (National Authority for Data Protection and Freedom of Information) (**NAIH**), Hungary (partner).

The interdisciplinary **Research Group on Law Science Technology and Society [LSTS]** at the Vrije Universiteit Brussel [**VUB**] since its inception in 2003 is devoted to analytical, theoretical and prospective research into the relationships between law, science, technology and society (<http://vub.ac.be/LSTS>). Even if LSTS's core expertise is legal, it also has a strong experience and track record in legal theory, philosophy of sciences and bio-ethics, and engages in criminological and STS-research too. The LSTS is has a well-established reputation in research concerning privacy and data protection, profiling technologies, ambient intelligence and 'autonomic computing' in a broader sense. LSTS counts around 35 researchers, including seniors, post-docs, pre-docs and freelance researchers. The team has been involved in internationally networked research projects and publishes widely. LSTS is the main organiser of the annual Computers, Privacy & Data Protection (CPDP) Conference (www.cpdpconferences.org) and is a host to two research facilities, namely: **Brussels Privacy Hub (BPH)** (<http://brusselsprivacyhub.org>) and the **Brussels Laboratory for Data Protection & Privacy Impact Assessments (d.pia.lab)** (<http://dpialab.org>). The Brussels Privacy Hub organises training seminars addressed to all data protection practitioners. These seminars are aimed at providing in-depth knowledge and practical guidance on specific aspects of data protection regulation. In order to maximize their benefit, participants are expected to meet each seminar's entry requirements as set by the BPH. The seminars are usually two or three full-day seminars, in small groups of 20 to 25 persons. Lecturers are experts in the respective fields, who are able to transmit to participants their practical and hands-on experience. Training seminars are usually organised in the Vrije Universiteit Brussel campus, at the Institute of European Studies premises. Current sessions include training on the implementation of the GDPR, cf. e.g. http://www.vub.ac.be/sites/vub/files/bph_training_programme_final_0.pdf.

Trilateral Research Ltd [TRI] is a leading London-based multidisciplinary research services company. Its team collaborates across social science and technology development to bring insights from each into supporting data-driven innovation. Trilateral provides research, advisory and technology development services to private and public sector organisations. Trilateral is widely published in the field of privacy policy research, and has been closely tracking the impacts and changes arising from the GDPR across several domains (including big data, remotely piloted aerial vehicles, certification, impact assessment, and DPA cooperation). As a result of PIAF and the PHAEDRA I and PHAEDRA II projects, its surveys and interviews with DPAs, Trilateral has excellent contacts with the DPAs and privacy commissioners leading the movement for improved cooperation. Trilateral offers bespoke training sessions or packages across all our areas of expertise. Trilateral can develop and deliver 'Master classes' and other forms of tailored training for experts and practitioners looking to further develop their organisation's practice in key areas. Trilateral is also familiar with the development of learning content for online platforms and massive, multiple, open online courses (MOOCs). Training is delivered by domain experts intimately involved in Trilateral's research and consultancy activity, as well as their wider fields of expertise. Trilateral team members have experience teaching at well-renowned higher education institutions across the EU as well as qualifications in teaching and learning. Trilateral's research and advisory networks also allow us to bring in domain experts and diverse perspectives.

The **Nemzeti Adatvédelmi és Információszabadság Hatóság** (National Authority for Data Protection and Freedom of Information) (NAIH), the Hungarian DPA, was formally set up in 2011 due to recent constitutional

changes, but in reality continued the work of the Parliamentary Commissioner for Data Protection and Freedom of Information (ombudsman), originally set up in 1995. The first privacy act of Hungary (1992) was the first piece of privacy legislation in Eastern Europe.

NAIH devotes many efforts, in addition to its daily routine of supervisory activities, to the training and awareness raising activities, to preparation of training materials and execution of lectures. On its website NAIH disseminates update information on the reform of the EU data of data protection legislation, including under the GDPR and the Directive. NAIH keeps paying special attention to the activity and support of internal DPOs. DPO conferences are organised at least twice a year where participants are informed on the past experiences of the Authority's audit procedure and of data protection administrative procedures as well as legal issues arising from actual cases but the conferences also aim awareness raising goals as far as the data controllers' future duties and obligations deriving from the new EU data protection legislation are concerned. Beyond the conferences, the NAIH strives to give high priority to the numerous submissions and notifications from DPOs. There are clear demands for verbal and written consultations; DPOs regularly turn to the Authority with their queries.

NAIH experts regularly accept invitations of the business and public sectors to deliver presentations or participate at round table discussions concerning the GDPR or the Directive. NAIH experts publish regularly (e.g. http://hvgorac.hu/adatvedelem_es_informacioszabadsag_a_mindennapokban_kiadvany). NAIH experts are also involved at various international professional events where views are being shared on the legislative and structural changes to be expected from 2018. NAIH experts take active roles in the EU data protection network (i.e. SIS II CSG, JSB Europol, JSA Customs and CIS CSG, Eurodac CSG, VIS SCG and BTLE, ITS, TS, CS Subgroups of Art. 29 WP, International Working Group on Data Protection in Telecommunications, Police Cooperation Convention for Southeast Europe, Council of Europe). In 2015, NAIH organized and hosted the International Drone Conference, and in 2016 – the European Data Protection Authorities's annual conference ("Spring Conference") in Budapest. Furthermore, NAIH has built up excellent mutual relationship with DPAs in Eastern Europe (in particular with countries of the Visegrad Group, Georgia, Moldavia, FYR Macedonia, Ukraine), which keep showing specific professional interest in the changes of the new EU privacy regime.

NAIH has been dealing actively with its children's online rights protection project ("Key to the internet!"; <http://www.naih.hu/key-to-the-world-of-the-net.html>) aiming at providing an enhanced protection to children in the online world. (This year the project concentrates on the rights of youngest minors under 10 year). NAIH's participation to the ARCADES project (cf. *infra*) was fully in line with the dedicated mission of children's rights protection. A NAIH expert (Dr. Sziklay) has also been invited by the Council of Europe to join the Ad hoc Committee for the Rights of the Child (CAHENF) Drafting Group of Specialists on Children and the Digital Environment (CAHENF-IT), aiming to draft comprehensive guidelines for member states to empower, protect and support children in the digital environment (cf. <https://rm.coe.int/16806cbf8e>.)

The NAIH and VUB collaborated previously in ARCADES project (*Introducing dAta pRotection AnD privacy issuEs at schoolS in the European Union*; AG DG JUST, 2014-2015; <http://arcades-project.eu>), which concerned training on data protection topics, in the form of training the trainers, aimed at teachers in all EU Member States. It concluded with a set of teaching materials to be used in schools in Europe at various levels, culminated with 4-lingual "The European Handbook for Teaching Privacy and Data Protection at Schools", edited by Gloria Gonzalez-Fuster and Dariusz Kloza (VUB-LSTS).

VUB and TRI are currently collaborating in CRISP project (*Evaluation and Certification Schemes for Security Products*, EU FP7, 2014-2017, <http://crispproject.eu>), which concerns certification and evaluation of security systems, including data protection aspects, and is intended to end with an EU wide standardization output CEN Workshop Agreement. As part of project activities, the partners have extensively communicated with a number EU DPAs, sought their inputs on the topic of certification, and organized a very successfully workshop for DPAs and data protection experts with attendees from 10 EU Member States, the EDPS, in addition to 2 data protection associations.

Thus the whole consortium has already well-established contacts with European DPAs and with the professional data protection community more widely, proven academic track and reliability as well as enjoys reputation arising from successful previous projects and communication with the data protection community.

Partners have also extensive experience of producing training materials on data protection to different stakeholders. As such it is ideally placed to carry out the work of the STAR project and unique in its capabilities, experience and expertise. VUB will coordinate the project. Coordination will be ensured by frequent contacts between the partners via instant messaging, e-mails, video-conferences as well as face-to-face meetings. Since the partners have cooperated on many other projects communication between them is excellent and an advantage to STAR.

The CVs of the core project team are attached to this application. The team is comprised of:

– **VUB-LSTS:**

- Paul De Hert, Head of department *Interdisciplinary Studies of Law (Metajuridica)*, project & financial manager
- Vagelis Papakonstantinou, researcher
- Dariusz Kloza, researcher
- István Máté Böröcz, researcher
- Kim Coppens, financial manager (no cost to the project)

– **Trilateral Research Ltd:**

- David Wright, Director
- Kush Wadhwa, Director
- David Barnard-Wills, senior research analyst
- Anna Donovan, senior research analyst
- A researcher analyst to be recruited
- Desmond Faucher, finance manager (no cost to the project)

– **National Authority for Data Protection and Freedom of Information:**

- Dr. Julia Sziklay, principal researcher
- Dr. Daniel Eszteri, principal researcher
- Gábor Kulitsán, principal researcher
- Attila Péterfalvi, president of the Authority (no cost to the project)
- Attila László MÁTYÁSFALVI, support staff (no cost to the project)
- Péter Bazsa, support staff (no cost to the project)
- Gabriella Dél, support staff (no cost to the project).

8. Subcontracting

If applicable, explain the reasons for any subcontracting in your project.

N/A.

9. Monitoring of the project implementation; risks and measures to mitigate them

How will you ensure that the project is implemented as planned and what methods will you use to monitor its progress?

What are the potential risks and what action do you plan to undertake to mitigate them?

The consortium has proven its reliability in the DG-JUST's co-funded PIAF (<http://piafproject.eu>), ARCADES, PHAEDRA I and PHAEDRA II projects, as well as in an ongoing FP7 CRISP project. The consortium will adopt similar measures to monitor the progress of the project and to ensure quality of its work and final output. In particular, it will introduce:

- **External Advisory Board (EAB)**, which would include two representatives from DPAs, a representative from DG JUST and two distinguished academics. The EAB will have sight of the project's progress and will be able to comment thereon and provide suggestions on how the goals of the project can best be realised in the context of the planned activities. Furthermore, representative sample of European DPAs, DPOs, jurists and legal experts will assess the STAR Training Materials;

- **Monthly overview of progress**, in order to review progress and discuss any unexpected events that might slow down the realisation of the project's schedule. These calls will be minuted and each relevant milestone, deliverable and event will be tracked.

The consortium can envisage the following standard risks, although it does not regard them as very likely:

risk	contingency measure
1. Difficulties in finding the participation necessary to conduct the research	Expansion of queries recipients' list; Contacting DPAs and other stakeholders to address new requests; Interim contacts with participation requests recipients to anticipate delays and/or refusals
2. Delays in conducting the research and development of training materials	Interim contacts among all project partners to anticipate delays; re-allocation of work, if necessary; cooperation with EC Project Officer (PO)
3. One of the partners is unable to produce high quality training materials	Re-allocation of work among other project partners; Alerting and coordinating with EC PO
4. The project team is incapable of working as a team	Frequent, monthly project partners meetings (via teleconference) (cf. above)
5. DPAs and/or DPOs are not interested in using the consortium's deliverables – Training Materials	Edits/amendments to Training Materials according to evaluation and feedback; intensification of dissemination effort
6. Failure to meet milestones	Coordinator's responsibility; Regular monitoring of execution of work by project partners; cooperation and coordination with EC PO

Identification of any conflicts which arise in the project lies in the responsibility of each project participant. Any signs of disagreement between project participants should be notified to the project coordinator (as appropriate), who should then instigate the conflict resolution procedure. The coordinator will separately contact all parties to identify the different viewpoints. Based on a clarification of viewpoints, the coordinator should try to propose a solution. Consensus seeks to solve the problem. If consensus cannot be reached, each participant exercises a vote. If conflicts relate to matters related to project management, the views of the EC PO will be sought.

The consortium has an excellent reputation, experience in collaborating with each other, as well as experience and knowledge in the field of study of this new project. The consortium will employ several different research methodologies. We have built some redundancy into the consortium (each partner will have two or more representatives working on the project). All partners have a proven track record of high quality deliverables and publications, and of cooperating together.

10. Evaluation of the project activities, deliverables and results

How will the project activities, the deliverables and the results be evaluated, and by whom?

Explain which quantitative and qualitative indicators you propose to use for the evaluation of the reach and coverage of project activities and project results.

Explain what data will be collected, according to what method and at what moments, including feedback from project participants (satisfaction surveys, evaluation forms, etc).

How will findings be analysed and reported and how will they be used.

Note: For the evaluation of the activities you will be requested to use the participation evaluation questionnaire to be provided by the Commission.

You must identify which indicators you will use from the list provided in the Indicators excel sheet and include them in the indicators of your project. You will be asked to report on those indicators as part of the project's Final Report.

Where relevant, data must be disaggregated by gender and by age.

In order to monitor and evaluate the project activities, outputs and results, the project will collect and track the following indicators:

Interview participants, number of people interviewed (quantitative), from which organisations, roles and countries (qualitative). WP3.

EAB review of deliverables (qualitative) – we will retain the feedback upon the deliverables and outputs of the project provided by the EAB. WP2-4.

Development workshop participants (quantitative: # of participants, gender, age; qualitative: organisation type, country). WP3

Training pilot workshop feedback forms (qualitative: when STAR hosts workshops or events with DPAs and DPOs, it will circulate feedback forms to capture the participants assessment of the value and quality of the events. WP4

Validation of the developed training materials (qualitative): STAR will capture the perspectives of DPA and DPOs through their comments and perspectives on the circulated training material as part of WP4.

Expressions of interest and downloads of the training material – by placing the training material behind a log-in on the STAR website, we will be able to track the number of people who have expressed an interest in the training materials, and who have downloaded or accessed them. WP5

Confirmed use of training material – We will request that users of the training material inform us of their use, and provide qualitative feedback upon their experiences with the material. WP4-5. This is the absolute key indicator for the success of the project – widely used and well-regarded training material. However, some of this spread and uptake will occur after the lifetime of the project itself. STAR will however start to track this use. This is somewhat reliant upon self-reports from trainers, but STAR will set up a mechanism to request and receive such reports.

Feedback from DPA and DPOs on the final STAR training material (qualitative) – In the dissemination stages of the project we will collect qualitative feedback on the training materials in-use. WP5.

Progress against these indicators will be monitored by the relevant WP leads, and reported to the project manager in the project coordination meetings.

Dissemination KPI: As a result of STAR activities, we will achieve the expected impact in the targeted stakeholder communities. The following presents an overview of measureable indicators of the results to be achieved by means of the project’s dissemination and cooperation strategy:

<ul style="list-style-type: none"> • A website that generates over 1000 unique page views; • At least 20 Training Materials’ downloads by their intended recipients (DPAs and DPOs); • At least 1 peer-reviewed scientific publication; • At least 2 publications published in international trade press; 	<ul style="list-style-type: none"> • Presentation of project results in at least two international events; • Over 100 Twitter followers for the project; • Social media links with at least 10 representative groups across the EU; • 30+ webinar attendees.
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Progress against the dissemination KPI will be monitored by the WP5 lead, reported to the project manager in the regular project coordination meetings and reported in the D4 report (see WP5) at M24.

11. Dissemination strategy and communication tools

How do you plan to disseminate (actively spread) information about the project, its activities and its results? Please specify in particular:

- **Communication needs and objectives:** What are the communication needs and objectives of the project?
- **Target groups and multipliers:** What are the target groups? Which stakeholders or other organisations could possibly be supporters and multipliers of the communication activities?
- **Key messages:** Which messages will the activities convey in order to meet the communication objectives?
- **Distribution channels/tools:** Which communication channels/tools will be used to convey the messages to your target groups and multipliers?
- How will your dissemination strategy facilitate further use and transferability of the project results?

STAR's **communication needs** in the first phase of the project (M1-M16) are to inform the public about the launch of the project, its goals and means of their achievement. Second, to recruit sufficient DPA and DPO stakeholders to participate in the development of the training materials, thus ensuring that the requirements

STAR captures present a representative picture of diverse DPA and DPO training needs, and to ensure that the development training materials are rigorously tested and validated.

The communication needs in the second phase of the project (M17-M24) and persisting beyond the project's conclusion) shift to informing end-users about the existence and usefulness of the developed training materials. This is to ensure that they take-up and use the training material. This phase also includes capturing the experiences of end-users as they start to adapt and deploy the training materials in the real world and feeding these back into the development process.

Target group	Communication considerations	Communication multipliers	Primary communications channels and methods
EU DPAs	Relatively small number of organisations. High level of familiarity with English, digitally literate. Professionally networked through a number of forums well-known to the consortium.	<ul style="list-style-type: none"> - Article 29 Working Party - European Commission - 'Spring Conference' - International Conference of Data Protection and Privacy Commissioners - Social media (both Twitter and LinkedIn have DPA presence) - EAB members 	<ul style="list-style-type: none"> - Personal and institutional contacts - Direct email Interactive webinar (invited participants) - Presentations at conferences and workshops - Social media - Project website - One-page summary of project results
EU DPOs	Large number of heterogeneous actors, distributed across industry sectors across different countries. High linguistic variance.	<ul style="list-style-type: none"> - Professional organisations (e.g., <i>DPO Network Europe, Asociación Profesional Española de Privacidad, German Association for Data Protection and Security</i>) - Specialist and Trade press, including blogs (e.g. <i>Privacy Law and Business</i>). - Law firms and training providers (<i>Bird & Bird, Hunton & Williams, Pinset Masons</i>) - Social media (both Twitter and LinkedIn have strong privacy and data protection presence) EAB members 	<ul style="list-style-type: none"> - Press releases Fully pre-written trade press articles - Social media - Project website
Secondary audience (International data protection authorities and data protection professionals).	Larger and more diverse, but still relatively small number of organisations. Medium level of familiarity with English, digitally literate. Professionally networked through a number of forums well-known to the consortium.	<ul style="list-style-type: none"> - International professional organisations (e.g. International Association of Privacy Professionals) - International Specialist and Trade press, including blogs - Social media (both Twitter and LinkedIn have strong privacy and data protection presence) 	<ul style="list-style-type: none"> - Project website - Press releases - Trade press articles
Secondary audience (Existing data protection training providers)	Large number of heterogeneous actors, distributed across industry sectors across different countries. High linguistic variance. Potentially sceptical about project objectives.	<ul style="list-style-type: none"> - Specialist and trade press, including blogs - Social media (both Twitter and LinkedIn have strong privacy and data protection presence) 	<ul style="list-style-type: none"> - Direct email - Project website - Press releases - Trade press articles

The **key messages** are the same for the four target groups:

1st phase:	2nd phase
STAR project funded, launched and research started.	Training materials exist or will shortly exist,

<p>STAR project is developing training material that will be useful to them There are opportunities to inform this development. How to become involved in the project.</p>	<p>How to access training materials How to get the best use from them.</p>
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The consortium's dissemination strategy comprises several **tools**:

- Kick-off meeting: The consortium intends to host a kick-off meeting that, apart from setting STAR in place, will be communicated to the data protection community so as to inform all stakeholders that training materials on the EU data protection reform are intended to be drafted and made available in the near future;
- Project website comprising information about the project, partners, deliverables and contact opportunities; and news alerts – the consortium will keep all stakeholders informed on the progress of its work, warranting in this way awareness and participation;
- Several press releases; targeted at the data protection trade press;
- At least one paper for peer-reviewed journal;
- Communication with stakeholders via the partners' extensive contact lists to inform DPAs about progress of the project, its website and deliverables;
- Communication with stakeholders' representative organisations (DPOs, judges, lawyers, civil servants) both at EU and Member State level;
- Circulation of project deliverables to DPAs and DPOs;
- Involving the EAB to help achieve even wider dissemination;
- Webinars for DPAs, where the consortium will introduce and explain the training materials.

Further use and transferability. It is important that the training materials are taken and up and used beyond the lifespan of the project. As a DPA, NAIH is well positioned to continue to host the material on their website/maintain the project website. However, the STAR project will negotiate with further DPAs (including the secretariat of the developing EDPB) to investigate the possibility of hosting, as well as continuing to maintain and advocate for the training materials. Further, the European Commission itself is in a strong position to make such a resource available over the longer term. VUB-LSTS and Trilateral will incorporate the training materials into their own on-going training and consultancy work in data protection.

12. Sustainability and long-term impact of the project results

What is planned as follow-up of the project after the financial support of the European Union has ended? How will the sustainability of the project's results be assured? Are the project results likely to have a long-term impact? How?

Note: *In this part you should not list activities or deliverables of your project, but you should focus on the expected long-term impact of your project. The long-term impact refers to long-term socio-economic consequences that can be observed after a certain period following the completion of the project and may affect either the target groups of the project or other groups falling outside the boundary of the project, who may be winners or losers.*

The project results are likely to have a long term socio-economic impact. By reducing the effort that DPAs will have to exert to produce GDPR relevant training material, the project will provide resource saving over the lifetime of the Regulation (although with decreasing savings over time given potential shifts in interpretation of the Regulation, relevant judicial rulings or implementing acts). Additional longer term benefits come from harmonised training across the EU, and the diffusion of training material outside of the EU.

Sustainability of the project's results is dependent upon whether DPAs and DPOs have confidence in the STAR output, taking-it up, and using in their training practices. STAR should produce the go-to, gold-standard, DPA-approved material for GDPR related training. Identification of and continued dialogue with stakeholders in WP2 will create the necessary engagement with the project, whilst the set of dissemination and communication work under WP5 will make sure that the work is widely known and available. NAIH will host the final training materials following the conclusion of the project, and will continue to advocate for the material amongst the EU DPA community over the longer term. VUB and TRI will incorporate the training materials into their own

training and consultancy practices, and the partners will maintain the project website (hosting the material) for two years following conclusion.

The training materials developed under STAR will be provided under open license, such as Creative Commons licenses, and as such, they will be available for wide use and re-use.

13. Ethical issues related to the project

Describe any ethical issues which you could come across during the implementation of your project, including with regard to interactions with target groups or persons benefiting from the project, and present your strategy to address them.

The partners do not believe that the STAR project raises significant ethical issues, such as informed consent, equity, balance of power, dignity and so on. In all communication with all DPAs and other stakeholders, the partners will inform them that any person no longer wishing to receive news or information about the project activities can be removed from our contact list if they so wish with no negative consequences. We will inform all persons from whom we solicit or gather information that we intend to publish the information gathered in reports which will be publicly available on the project website. Participation in interviews will be free and can be stopped at any time. The identities of the persons interviewed will be concealed in the publicly available reports and results. If, for any reason, anyone is opposed to such publication, their wishes will be respected and we will not include any information obtained from them. The partners will not repurpose any personal data (such as contact details) nor sell or give such data to third parties.

However, a key ethical issue for STAR could be the accessibility of the training materials developed. These should be designed to follow best practices in accessibility in design [10]. For example, making presentation text large enough to be visible, using easy-to-read fonts with consistent thickness, and using sufficient colour contrast. The guidance given to the trainers will also provide practical steps that trainers can take to increase accessibility of the training sessions to people with disabilities. This will ensure that materials are useable by the widest range of people, and that nobody is unfairly excluded. As an extension of this, the project's website will follow guidelines from the World Wide Web Consortium (W3C)'s **Web Accessibility Initiative (WAI)**.

[10] <https://www.w3.org/WAI/training/accessible>.

14. Mainstreaming

How do you plan to ensure mainstreaming of equality between women and men and the rights of the child, and respect of the Charter of Fundamental Rights in the activities of your project?.

Since 2014, VUB has a Gender Action Plan [11] combining objectives at faculty level with measures designed to ensure a sustainable culture change. Having more women among the academic corps and one-third of directors and of selection and promotion committees of the opposite sex, are two of the key goals of the VUB Gender Action Plan.

Trilateral Research is an SME with strong culture of gender equality, with women in many senior roles. Trilateral also has a workplace equality and diversity policy, with a commitment to equal treatment, employment and promotion based upon experience, aptitude and ability and a commitment to equal professional development.

As a public authority and an employer, NAIH acts in accordance with Hungary's Fundamental Law and the Act on Equal Treatment and Promotion of Equal Opportunities (2003, amended 2006). As a DPA, NAIH is the competent authority in the field of the freedom of information and the right to privacy.

The key issues for gender mainstreaming and respect for fundamental rights in STAR project itself are (1) ensuring equal inclusion and participation in the scoping process (primarily in WP2), (2) developing accessible training materials that do not exhibit gender bias (primarily in WP3), (3) ensuring equal inclusion and participation in the validation and testing process (WP4). Responding to issue two is primarily achieved by addressing the recruitment and participation issues, as well as by critical review of the developed materials internally and with the EAB. Where appropriate, STAR will incorporate gender and equality issues within data

protection or raised by the GDPR into the training materials. The STAR project will monitor participation in its scoping and validation work, report this to project meetings, and conduct additional recruitment as necessary to correct gender imbalances. Invitations to the EAB will also account for gender balance and to counter potential underrepresentation.

[11] <http://www.vub.ac.be/over/genderactieplan>.

15. Description of child protection policy

If applicable

If the applicant and/or any of the partners work directly with/have contact with children, provide a description of the child protection policy of these organisations, covering the following topics:

- purpose of the child protection policy;
- application of the policy (applicable to which staff, in which situations);
- responsibility: who is responsible for ensuring that the policy is adhered to;
- description of recruitment and screening processes with regard to child protection policy (details of training on child protection policy and rights of the child, screening, vetting (criminal background check). Preventing harm to children: processes exist to help minimise the possibility of children being abused by those in positions of trust.

No work or contact with children is anticipated as part of the STAR project.

16. English translation of the abstract

If applicable

N/A.

History of changes between your proposal and Annex I to the Grant Agreement "Description of the Action"

Please state whether you have made any changes in the data entered in on-line forms in the participant portal (which will become part A of the Description of the Action) when compared to part B of the original proposal (*Description of workpackages and activities*).

Changes suggested in the Evaluation Summary Report	YES/NO ¹	Concise description of the change(s)
Other changes	YES/NO	Concise description of the change(s) due to a change of a partner, the description was updated accordingly

Please state whether you have made any changes in part B of the Description of the Action when compared to part B of the original proposal (*General Description of the project and applicant organisation*).

Changes suggested in the Evaluation Summary Report	YES/NO	No of section/page(s), concise description of the change(s)
Other changes	YES/NO	No of section/page(s), concise description of the change(s) due to a change of a partner, the description was updated accordingly

Note: Please note that changes to your original proposal should be limited to modifications suggested in the Evaluation Summary Report. We strongly advise against any other changes at this point as they may lead to the Commission considering the modified proposal as not compliant with the one recommended for funding and terminating the grant agreement preparation. Should you wish to introduce some modifications nevertheless (e.g. as a result of "force majeure" changes that occurred since the date of your original proposal), these must be indicated in the table. Failure to clearly signal any changes made to your proposal may lead to termination of the grant agreement preparation or – at any point following the signature of a grant agreement – to the termination of the grant agreement by the Commission. In accordance with Art. 34.3.1 (i)(ii).

¹ Delete what is not applicable

ESTIMATED BUDGET FOR THE ACTION (page 1 of 2)

Estimated eligible ¹ costs (per budget category)										EU contribution			Action's estimated receipts			
A. Direct personnel costs	B. Direct travel and subsistence costs				C. Direct costs of subcontracting	[D. Direct costs of fin. support]	E. Other direct costs	F. Indirect costs ¹	Total costs	Reimbursement rate % ⁴	Maximum EU contribution ⁵	Maximum grant amount ⁶	Income generated by the action	Financial contributions given by third parties to the beneficiaries	Action's total receipts	
A.1 Employees (or equivalent) A.2 Natural persons under direct contract and seconded persons	B.1 Travel	B. Subsistence				D.1 Financial support D.2 Prizes	E.1 Equipment E.2 Other goods and services									
Form of costs ⁷	Actual	Actual	Actual	Unit ⁸		Actual	Actual	Actual	Flat-rate ⁹							
	a	b1	[b2]	No	Total [b2]	c	[d]	e	f = flat-rate * (a + b1 + b2 + c + [d] + e)	g = a + b1 + b2 + c + [d] + e + f	h	i = g * h	j	k	l	m = k + l
1. VUB	147,000.00	3,075.00	3,075.00			0.00	0.00	6,200.00	11,154.50	170,504.50	79.18	135,005.46	n/a	0.00	0.00	0.00
2. TRI	130,000.00	2,250.00	2,250.00			0.00	0.00	0.00	9,415.00	143,915.00	79.18	113,951.90	n/a	0.00	0.00	0.00
3. NAIH	33,000.00	3,850.00	3,850.00			0.00	0.00	0.00	2,849.00	43,549.00	79.18	34,482.10	n/a	0.00	0.00	0.00
Total consortium	310,000.00	9,175.00	9,175.00			0.00	0.00	6,200.00	23,418.50	357,968.50	79.18	283,439.46	283,439.46	0.00	0.00	0.00

ESTIMATED BUDGET FOR THE ACTION (page 2 of 2)

- (1) See Article 6 for the eligibility conditions.
- (2) The consortium remains free to decide on a different internal distribution of the EU funding (via the consortium agreement; see Article 25.3)
- (3) The indirect costs claimed must be free of any amounts covered by an operating grant (received under any EU or Euratom funding programme). A beneficiary that receives an operating grant during the duration of the action cannot claim any indirect costs for the year(s) covered by the operating grant (see Article 6.2.F)
- (4) For the reimbursement rate, see Article 5.2
- (5) This is the theoretical amount of the EU contribution, if the reimbursement rate is applied to all the budgeted costs. This theoretical amount is capped by the 'maximum grant amount'
- (6) The 'maximum grant amount' is the maximum grant amount decided by the Commission. It normally corresponds to the requested grant, but may be lower
- (7) See Article 5 for the cost forms
- (8) See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit)
- (9) For the flat rate, see Article 6.2.F

ACCESSION FORM FOR BENEFICIARIES

TRILATERAL RESEARCH LTD (TRI), established in CROWN HOUSE 72 HAMMERSMITH ROAD, LONDON W14 8TH, United Kingdom, VAT number: GB119165222, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('2')

in Grant Agreement No 769138 ('the Grant Agreement')

between VRIJE UNIVERSITEIT BRUSSEL **and** the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Support Training Activities on the data protection Reform (STAR).

and mandates

*the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.*

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

ACCESSION FORM FOR BENEFICIARIES

Nemzeti Adatvédelmi és Információszabadság Hatóság (NAIH), established in Szilágyi E. fasor 22/c, Budapest 1125, Hungary, VAT number: 15795771-2-43, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('3')

in Grant Agreement No 769138 ('the Grant Agreement')

between VRIJE UNIVERSITEIT BRUSSEL and the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Support Training Activities on the data protection Reform (STAR).

and mandates

*the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.*

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

MODEL ANNEX 4 JUST MGA — MULTI

FINANCIAL STATEMENT FOR [BENEFICIARY [name] / AFFILIATED ENTITY [name]] FOR REPORTING PERIOD [reporting period]

Eligible ¹ costs (per budget category)									Receipts			EU contribution			
A. Direct personnel costs	B. Direct travel and subsistence costs			C. Direct costs of subcontracting	[D. Direct costs of fin. support]	E. Other direct costs	F. Indirect costs ²	Total costs	Income generated by the action	Financial contributions given by third parties to the beneficiaries	Total receipts	Reimbursement rate % ³	Maximum EU contribution ⁴	Requested EU contribution	
A.1 Employees (or equivalent) A.2 Natural persons under direct contract seconded persons	B.1 Travel	B.2 Subsistence			[D.1 Financial support] [D.2 Prizes]	E.1 Equipment E.2 Other goods and services									
Cost form ⁵	Actual	Actual	Actual	Unit ⁶	Actual	Actual	Actual	Flat-rate ⁷							
	a	b1	[b2]	No Total [b2]	c	[d]	e	f = flat-rate * (a + b1 + b2 + c [+d] + e)	g = a + b1 + b2 + c [+d] + e + f	h	i	j = h + i	k	l	m
[short name beneficiary / affiliated entity]															

The beneficiary/affiliated entity hereby confirms that:
 The information provided is complete, reliable and true.
 The costs declared are eligible (see Article 6).
 The costs can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 12, 13 and 17).
 For the last reporting period: that all the receipts have been declared (see Article 5.3.3).

¹ Please declare all eligible costs, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Only amounts that were declared in your individual financial statements can be taken into account later on, in order to replace other costs that are found to be ineligible.

¹ See Article 6 for the eligibility conditions.

² The indirect costs claimed must be free of any amounts covered by an operating grant (received under any EU or Euratom funding programme). A beneficiary that receives an operating grant during the duration of the action cannot claim any indirect costs for the year(s) covered by the operating grant (see Article 6.2.F).

³ See Article 5.2 for the reimbursement rate.

⁴ This is the theoretical amount of EU contribution that the system calculates automatically (by multiplying the reimbursement rate by the total costs declared). The amount you request (in the column 'requested EU contribution') may be less.

⁵ See Article 5.2 for the cost forms.

⁶ See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

⁷ See Article 6.2.F for the flat-rate.

ANNEX 5

MODEL FOR THE CERTIFICATE ON THE FINANCIAL STATEMENT (CFS)

This document sets out:

- the objectives and scope of the independent report of factual findings on costs declared under a EU grant agreement financed under the Rights equality and citizenship Programme 2014-2020 or the Justice Programme 2014-2020 and
- a model for the certificate on the financial statement (CFS).

1. Background and subject matter

[OPTION 1 for actions with one RP and NO interim payments: Within 60 days of the end of the reporting period, the coordinator must submit to the Commission a **final report**, which should include (among other documents and unless otherwise specified in Article 15 of the Grant Agreement) a **certified financial statement** (CFS; see proposed model below) for each beneficiary and (if applicable) each affiliated entity, if:

- the cumulative amount of payments the beneficiary/affiliated entity requests as reimbursement of actual costs is EUR 325 000 or more and
- the maximum EU contribution indicated for that beneficiary/affiliated entity in the estimated budget (see Annex 2) as reimbursement of actual costs is EUR 750 000 or more.]

[OPTION 2 for actions with several RPs and interim payments: Within 60 days of the end of each reporting period, the coordinator must submit to the Commission a **periodic report**, which should include (among other documents and unless otherwise specified in Article 15 of the Grant Agreement) a **certified financial statement** (CFS; see proposed model below) for each beneficiary and (if applicable) each affiliated entity, if:

- the cumulative amount of payments the beneficiary/affiliated entity requests as reimbursement of actual costs is EUR 325 000 or more and
- the maximum EU contribution indicated for that beneficiary/affiliated entity in the estimated budget (see Annex 2) as reimbursement of actual costs is EUR 750 000 or more.

The CFS must be submitted every time the cumulative amount of payments requested (i.e. including in previous financial statements) reaches the threshold (i.e. a first certificate once the cumulative amount reaches 325 000, a second certificate once it reaches 650 000, a third certificate once it reaches 975 000, etc.).

Once the threshold is reached, the CFS must cover all reporting periods for which no certificate has yet been submitted.]

The beneficiary must provide the CFS for itself and, if applicable, for its affiliated entity(ies).

The **purpose** of the audit on which the CFS is based is to give the Commission ‘reasonable assurance’¹ that costs declared as eligible costs under the grant (and, if relevant, receipts generated in the course of the action) are being claimed by the beneficiary in accordance with the relevant legal and financial provisions of the Grant Agreement.

The **scope** of the audit is limited to the verification of eligible costs included in the CFS. The audit must be conducted in line with point 3 below.

Certifying auditors must carry out the audits in compliance with generally accepted **audit standards** and indicate which standards they have applied. They must bear in mind that, to establish a CFS, they must carry out a compliance audit and not a normal statutory audit. The eligibility criteria in the Grant Agreement always override normal accounting practices.

The beneficiary and the auditor are expected to address any **questions on factual data or detailed calculations** before the financial statement and the accompanying certificate are submitted. It is also recommended that the beneficiary take into account the auditor’s preliminary comments and suggestions in order to avoid a qualified opinion or reduce the scope of the qualifications.

Since the certificate is the main source of assurance for cost claims and payments, it will be easier to consider amounts as eligible if a **non-qualified certificate** is provided..

The submission of a certificate does not affect the Commission’s right to carry out its **own assessment or audits**. Neither does the reimbursement of costs covered by a certificate preclude the Commission, the European Anti-Fraud Office or the European Court of Auditors from carrying out checks, reviews, audits and investigations in accordance with Article 17 of the Grant Agreement.

The Commission expects the certificates to be issued by auditors according to the highest professional standards.

2. Auditors who may deliver a certificate

The beneficiary is free to choose a **qualified external auditor**, including its usual external auditor, provided that:

- the external auditor is **independent** from the beneficiary and
- the provisions of **Directive 2006/43/EC**² are complied with.

¹ This means a high degree of confidence.

² Directive [2006/43/EC](#) of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

Independence is one of the qualities that permit the auditor to apply unbiased judgement and objective consideration to established facts to arrive at an opinion or a decision. It also means that the auditor works without direction or interference of any kind from the beneficiary.

Auditors are considered as providing services to the beneficiary under a **purchase contract** within the meaning of Article 9 of the Grant Agreement. This means that the costs of the CFS may normally be declared as costs incurred for the action, if the cost eligibility rules set out in Articles 6 and 9.1.1 of the Grant Agreement are fulfilled (especially: best value for money and no conflict of interests; see also below eligibility of costs of other goods and services). Where the beneficiary uses its usual external auditor, it is presumed that they already have an agreement that complies with these provisions and there is no obligation to find new bids. Where the beneficiary uses an external auditor who is not their usual external auditor, it must select an auditor following the rules set out in Article 9.1.1.

Public bodies can choose an external auditor or a competent public officer. In the latter case, the auditor's independence is usually defined as independence from the audited beneficiary 'in fact and in appearance'. A preliminary condition is that this officer was not involved in any way in drawing up the financial statements. Relevant national authorities establish the legal capacity of the officer to carry out audits of that specific public body. The certificate should refer to this appointment.

3. Audit methodology and expected results

3.1 Verification of eligibility of the costs declared

The auditor must conduct its verification on the basis of inquiry and analysis, (re)computation, comparison, other accuracy checks, observation, inspection of records and documents and by interviewing the beneficiary (and the persons working for it).

The auditor must examine the following documentation:

- the Grant Agreement and any amendments to it;
- the periodical and/or final report(s);
- *for personnel costs*
 - salary slips;
 - time sheets;
 - contracts of employment;
 - other documents (e.g. personnel accounts, social security legislation, invoices, receipts, etc.);
 - proofs of payment;
- *for travel and subsistence costs*
 - the beneficiary's internal rules on travel;
 - transport invoices and tickets (if applicable);
 - declarations by the beneficiary;
 - other documents (proofs of attendance such as minutes of meetings, reports, etc.);
 - proofs of payment;
- *for equipment costs*
 - invoices;
 - delivery slips / certificates of first use;

- proofs of payment;
- depreciation method of calculation;
- *for subcontracting*
 - the call for tender;
 - tenders (if applicable);
 - justification for the choice of subcontractor;
 - contracts with subcontractors;
 - invoices;
 - declarations by the beneficiary;
 - proofs of payment;
 - other documents: e.g. national rules on public tendering if applicable, EU Directives, etc.;
- *for costs of other goods and services*
 - invoices;
 - proofs of payment; and
 - other relevant accounting documents.

General eligibility rules

The auditor must verify that the costs declared comply with the general eligibility rules set out in Article 6.1 of the Grant Agreement.

In particular, the costs must:

- be actually incurred;
- be linked to the subject of the Grant Agreement and indicated in the beneficiary's estimated budget (i.e. the latest version of Annex 2);
- be necessary to implement the action which is the subject of the grant;
- be reasonable and justified, and comply with the requirements of sound financial management, in particular as regards economy and efficiency;³
- have been incurred during the action, as defined in Article 3 of the Grant Agreement (with the exception of the invoice for the audit certificate and costs relating to the submission of the final report);
- not be covered by another EU or Euratom grant (see below ineligible costs);
- be identifiable, verifiable and, in particular, recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where it is established and its usual cost-accounting practices;
- comply with the requirements of applicable national laws on taxes, labour and social security;
- be in accordance with the provisions of the Grant Agreement (see, in particular, Articles 6 and 9-11 a) and
- have been converted to euro at the rate laid down in Article 15.6 of the Grant Agreement:
 - for beneficiaries with accounts established in a currency other than the euro:
Costs incurred in another currency must be converted into euros at the average of the daily exchange rates published in the C series of the [EU Official Journal](#) determined over the corresponding reporting period.

³ To be assessed in particular on the basis of the procurement and selection procedures for service providers.

If no daily euro exchange rate is published in the EU Official Journal for the currency in question, the rate used must be the average of the monthly accounting rate established by the Commission and published on its [website](#);

- for beneficiaries with accounts established in euro:
Costs incurred in another currency should be converted into euros applying the beneficiary's usual accounting practice.

The auditor must verify whether expenditure includes **VAT** and, if so, verify that the beneficiary:

- cannot recover the VAT (this must be supported by a statement from the competent body) and
- is not a public body acting as a public authority.

The auditor should base his/her audit approach on the **confidence level** following a review of the beneficiary's internal control system. When using sampling, the auditor should indicate and justify the sampling size.

Specific eligibility rules

In addition, the auditor must verify that the costs declared comply with the specific cost eligibility rules set out in Article 6.2 and Articles 9.1.1, 10.1.1, 11.1.1, 11a.1.1 and 11a.2.1 of the Grant Agreement.

Personnel costs

The auditor must verify that:

- personnel costs have been charged and paid in respect of the actual time devoted by the beneficiary's personnel to implementing the action (justified on the basis of time sheets or other relevant time-recording system);
- personnel costs were calculated on the basis of annual gross salary, wages or fees (plus obligatory social charges, but excluding any other costs) specified in an employment or other type of contract, not exceeding the average rates corresponding to the beneficiary's usual policy on remuneration;
- the work was carried out during the period of implementation of the action, as defined in Article 3 the Grant Agreement;
- the personnel costs are not covered by another EU or Euratom grant (see below ineligible costs);
- for additional remunerations: the 2 conditions set out in Article 6.2.A.1 of the Grant Agreement are met (i.e. that it is part of the beneficiary's usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required and that the criteria used to calculate the supplementary payments are objective and generally applied by the beneficiary, regardless of the source of funding used);
- for in-house consultants: the 3 conditions set out in Article 6.2.A.2 of the Grant Agreement are met (i.e. that the in-house consultant works under the beneficiary's instructions, that the result of the work carried out belongs to the beneficiary, and that the costs are not significantly different from those for personnel performing similar tasks under an employment contract).

The auditor should have assurance that the management and accounting system ensures proper allocation of the personnel costs to various activities carried out by the beneficiary and funded by various donors.

Travel and subsistence costs

The auditor must verify that travel and subsistence costs:

- have been charged and paid in accordance with the beneficiary's internal rules or usual practices (or, in the absence of such rules or practices, that they do not exceed the scale normally accepted by the Commission⁴;
- are not covered by another EU or Euratom grant (see below ineligible costs)
- were incurred for travels linked to action tasks set out in Annex 1 of the Grant Agreement;
- were incurred in the eligible countries set out in the call for proposals.

Equipment costs

The auditor must verify that:

- the equipment was acquired during the period of implementation of the action, as defined in Article 3 of the Grant Agreement;
- the equipment is purchased, rented or leased at normal market prices;
- public bodies have complied with the national rules on public procurement;
- the equipment is written off, depreciation has been calculated according to the tax and accounting rules applicable to the beneficiary and only the portion of the depreciation corresponding to the duration of the action has been declared and
- the costs are not covered by another EU or Euratom grant (see below ineligible costs).

Costs of other goods and services

The auditor must verify that:

- the purchase complies with best value for money (or lowest price) and that there was no conflict of interests;
- public bodies have complied with the national rules on public procurement;
- the costs are not covered by another EU or Euratom grant (see below ineligible costs).

Subcontracting costs

The auditor must verify that:

- the subcontracting complies with best value for money (or lowest price) and that there was no conflict of interests;
- the subcontracting was necessary to implement the action for which the grant is requested;
- the subcontracting was provided for in Annex 1 and Annex 2 or agreed to by the Commission at a later stage;

⁴ See the Guide for Applicants — Action Grants.

- the subcontracting is supported by accounting documents in accordance with national accounting law;
- public bodies have complied with the national rules on public procurement.

Ineligible costs

The auditor must verify that the beneficiary has not declared any costs that are ineligible under Article 6.4 of the Grant Agreement:

- costs relating to return on capital;
- debt and debt service charges;
- provisions for future losses or debts;
- interest owed;
- doubtful debts;
- currency exchange losses;
- bank costs charged by the beneficiary's bank for transfers from the Commission;
- excessive or reckless expenditure;
- deductible VAT;
- VAT incurred by a public body acting as a public authority;
- costs incurred during suspension of the implementation of the action;
- in-kind contributions from third parties;
- costs declared under other EU or Euratom grants (including those awarded by a Member State and financed by the EU or Euratom budget or awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget); in particular, indirect costs if the beneficiary is already receiving an operating grant financed by the EU or Euratom budget in the same period;
- costs incurred for permanent staff of a national administration for activities that are part of its normal activities (i.e. not undertaken only because of the grant);
- costs incurred for staff or representatives of EU institutions, bodies or agencies;
- costs for activities that do/did not take place in one of the eligible countries specified in the call for proposals (unless approved by the Commission).

For more information on cost eligibility, see the Guide for applicants — Action Grants.

3.2 Verification of receipts

The auditor must verify that the beneficiary has declared receipts within the meaning of Article 5.3.3 of the Grant Agreement, i.e.:

- income generated by the action (e.g. from the sale of products, services and publications, conference fees) and
- financial contributions given by third parties, specifically to be used for costs that are eligible under the action.

3.3 Verification of the beneficiary's accounting system

The auditor must verify that:

- the accounting system (analytical or other suitable internal system) makes it possible to identify **sources of financing** for the action and related expenses incurred during the contractual period and

- expenses/income under the grant have been recorded systematically using a numbering system that **distinguishes** them from expenses/income for other projects.

Certificate on the financial statement (CFS)

To

[Beneficiary/affiliated entity's full name
address]

We, [full name of the audit firm/organisation], established in [full address/city/country], represented for signature of this audit certificate by [name and function of an authorised representative],

hereby certify

that:

1. We have **conducted an audit** relating to the costs declared in the financial statement of [name of beneficiary/affiliated entity] (the [‘beneficiary’]/[‘affiliated entity’]), to which this audit certificate is attached and which is to be presented to the European Commission under Grant Agreement No [insert number] — [insert acronym], covering costs for the following reporting period(s): [insert reporting period(s)].
2. We confirm that our audit was **carried out in accordance with generally accepted auditing standards** in compliance with ethical rules and on the basis of the provisions of the **Grant Agreement** and its Annexes (and in particular the audit methodology described in Annex 5).
3. The financial statement was examined and all necessary tests of [all]/[X]% of the supporting documentation and accounting records were carried out in order to obtain **reasonable assurance that**, in our opinion and on the basis of our audit
 - total costs of EUR [insert number] ([insert amount in words]) are eligible, i.e.:
 - actual;
 - determined in accordance with the [beneficiary’s]/[affiliated entity’s] accounting principles;
 - incurred during the period referred to in Article 3 of the Grant Agreement;
 - recorded in the [beneficiary’s]/[affiliated entity’s] accounts (at the date of this audit certificate);
 - comply with the specific eligibility rules in Article 6.2 of the Grant Agreement;
 - do not contain costs that are ineligible under Article 6.4 of the Grant Agreement, in particular:
 - costs relating to return on capital;
 - debt and debt service charges;
 - provisions for future losses or debts;
 - interest owed;
 - doubtful debts;
 - currency exchange losses;
 - bank costs charged by the [beneficiary’s]/[affiliated entity’s] bank for transfers from the Commission
 - excessive or reckless expenditure;

- deductible VAT;
 - VAT incurred by a public body acting as a public authority;
 - costs incurred during suspension of the implementation of the action;
 - in-kind contributions provided by third parties;
 - costs declared under other EU or Euratom grants (including those awarded by a Member State and financed by the EU or Euratom budget or awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget); in particular, indirect costs if the [beneficiary]/[affiliated entity] is already receiving an operating grant financed by the EU or Euratom budget in the same period;
 - costs incurred for permanent staff of a national administration, for activities that are part of its normal activities (i.e. not undertaken only because of the grant);
 - costs incurred for staff or representatives of EU institutions, bodies or agencies;
 - costs for activities that do not take place in one of the eligible countries specified in the call for proposals (unless approved by the Commission);
 - [are claimed according to the euro conversion rate referred to in Article 15.6 of the Grant Agreement;]
- total **receipts** of EUR [insert number] ([insert amount in words]) have been declared under Article 5.3.3 of the Grant Agreement and
- the [beneficiary's]/[affiliated entity's] **accounting procedures** are in compliance with the accounting rules of the state in which it is established and permit direct reconciliation of the costs incurred for the implementation of the action covered by the EU grant with the overall statement of accounts relating to its overall activity.

[However, our audit opinion is **qualified** for:

- costs of EUR [insert number]
- receipts of EUR [insert number]

which in our opinion do not comply with the applicable rules.]

4. We are qualified/authorised to deliver this audit certificate [(for additional information, see appendix to this certificate)].
5. The [beneficiary]/[affiliated entity] paid a **price** of EUR [insert number] (including VAT of EUR [insert number]) for this audit certificate. [OPTION 1: These costs are eligible (i.e. incurred within 60 days of the end of the action referred to in Article 3 of the Grant Agreement) and included in the financial statement.][OPTION 2: These costs were not included in the financial statement.]

Date, signature and stamp

ANNEX 7

***[OPTION 1 if further pre-financing payments foreseen in Article 15.2a:
MODEL FOR THE STATEMENT ON THE USE OF THE PREVIOUS
PRE-FINANCING PAYMENT***

➤ For fields in **[grey in square brackets]**: enter the appropriate data

STATEMENT ON THE USE OF THE FIRST PRE-FINANCING PAYMENT

(To be filled out by the coordinator)

The undersigned:

- declares that [...] % of the first pre-financing payment of EUR [insert amount] paid for Grant Agreement No [insert number] — [acronym] have been used,
- declares that this is based on substantiated data (bank slip/treasury account) provided by each beneficiary,
- certifies that the information contained in the progress report is full, reliable and true, and is substantiated by adequate supporting documentation that can be produced in the context of checks, reviews, audits and investigations,
- requests a second pre-financing payment of EUR [insert amount].

SIGNATURE

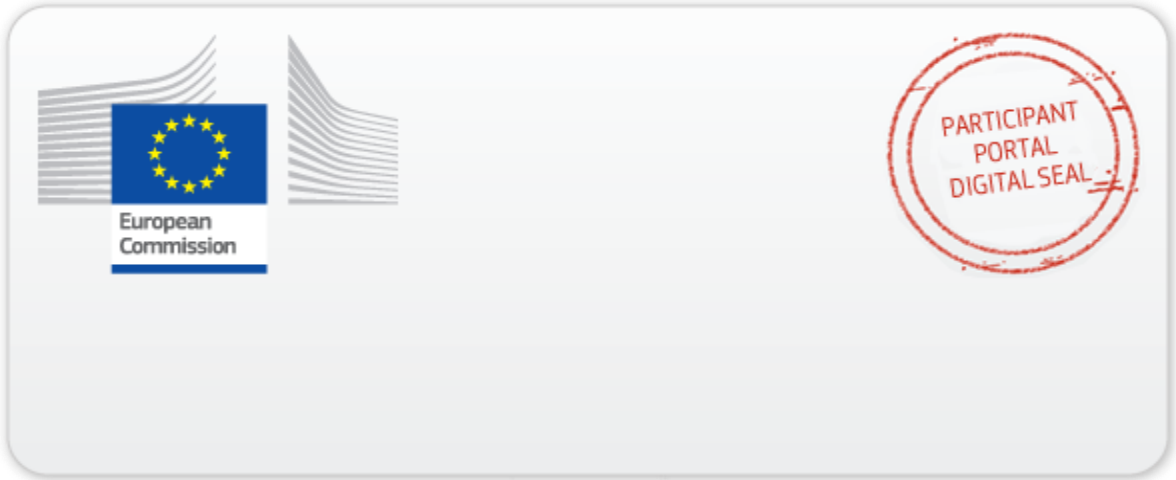
For the coordinator:

[electronic signature]

Done on [electronic time stamp]

/

[OPTION 2: Not applicable]



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