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Accusé de réception de la préfecture : 059-225900018-20231218-321877A-DE-1-1

Date de réception en préfecture le 2 janvier 2024

Publié le 2 janvier 2024

Suite à la convocation en date du 4 décembre 2023
LA COMMISSION PERMANENTE DU CONSEIL DEPARTEMENTAL
Réunie à Lille le 18 DÉCEMBRE 2023

Sous la présidence de Christian POIRET, Président du Conseil Départemental

Nombre de membres en exercices : 82

Etaient présents : Martine ARLABOSSE, Barbara BAILLEUL, Charles BEAUCHAMP, Doriane BECUE, Valentin BELLEVAL, Pierre-Michel BERNARD, Stéphanie BOCQUET, Anne-Sophie BOISSEAUX, Frédéric BRICOUT, François-Xavier CADART, Benjamin CAILLIERET, Olivier CAREMELLE, Yannick CAREMELLE, Loïc CATHELAIN, Marie CHAMPAULT, Isabelle CHOAIN, Paul CHRISTOPHE, Sylvie CLERC, Barbara COEVOET, Valérie CONSEIL, Christine DECODTS, Sylvie DELRUE, Jean-Luc DETAVERNIER, Jean-Claude DULIEU, Monique EVRARD, Marie-Laurence FAUCHILLE, Julien GOKEL, Michelle GREAUME, Maël GUIZIOU, Jacques HOUSSIN, Simon JAMELIN, Sylvie LABADENS, Nicolas LEBLANC, Michel LEFEBVRE, Sébastien LEPRETRE, Maryline LUCAS, Didier MANIER, Françoise MARTIN, Elisabeth MASSE, Anne MIKOLAJCZAK, Luc MONNET, Charlotte PARMENTIER-LECOCQ, Laurent PERIN, Max-André PICK, Christian POIRET, Marie-Hélène QUATREBOEUF, Caroline SANCHEZ, Marie SANDRA, Céline SCAVENNEC, Frédérique SEELS, Marie TONNERRE-DESMET, Patrick VALOIS, Aude VAN CAUWENBERGE, Anne VANPEENE, Philippe WAYMEL, Isabelle ZAWIEJA-DENIZON, Karima ZOUGGAGH.

Absent(e)(s) représenté(e)(s) : Salim ACHIBA donne pouvoir à Doriane BECUE, Grégory BARTHOLOMEUS donne pouvoir à Julien GOKEL, Régis CAUCHE donne pouvoir à Jacques HOUSSIN, Marie CIETERS donne pouvoir à Martine ARLABOSSE, Laurent DEGALLAIX donne pouvoir à François-Xavier CADART, Carole DEVOS donne pouvoir à Marie-Hélène QUATREBOEUF, Soraya FAHEM donne pouvoir à Benjamin CAILLIERET, Isabelle FERNANDEZ donne pouvoir à Françoise MARTIN, Vincent LEDOUX donne pouvoir à Marie TONNERRE-DESMET, Bertrand RINGOT donne pouvoir à Didier MANIER, Marie-Paule ROUSSELLE donne pouvoir à Monique EVRARD, Sébastien SEGUIN donne pouvoir à Valentin BELLEVAL, Nicolas SIEGLER donne pouvoir à Sylvie LABADENS, Jean-Noël VERFAILLIE donne pouvoir à Paul CHRISTOPHE.

Absent(e)(s) excusé(e)(s) : Josyane BRIDOUX, Béatrice DESCAMPS-MARQUILLY.

Absent(e)(s) : Bernard BAUDOUX, Frédéric DELANNOY, Agnès DENYS, Claudine DEROEUX, Stéphane DIEUSAERT, Mickaël HIRAUX, Valérie LETARD, Michel PLOUY, Eric RENAUD.

OBJET : Attribution d'aides financières dans les domaines de la Prévention et la Protection de l'Enfance, la Famille, la Prévention et l'Autonomie des Jeunes et la Santé, participation du Département à un programme européen dans le cadre de la protection de l'enfance

Vu le rapport DGAEFS-SG/2023/413

Vu l'avis en date du 11 décembre 2023 de la Commission Lutte contre les exclusions, enfance, famille, prévention santé, personnes âgées, personnes en situation de handicap, jeunesse

DECIDE à l'unanimité:

- d'attribuer 27 aides financières de fonctionnement aux partenaires pour un montant total de 984 251 €, au titre de 2023, telles que présentées dans le rapport et reprises dans le tableau ci-joint en annexe 1 ;
- d'autoriser Monsieur le Président à signer les conventions annuelles de fonctionnement entre le Département du Nord et les différents partenaires, dans les termes des projets ci-joints en annexes 2bis, 3, 4 et 5 ;
- d'autoriser Monsieur le Président à signer la convention attributive de financements européens dans les termes du projet ci-joint en annexe 6, dans le cadre du Programme Européen Citizens, Equali, Rights, Values (CERV).

Le quorum a été vérifié à l'appel de l'affaire à 17 h 58.

Monsieur LEPRETRE est Maire de La Madeleine. En raison de cette fonction, il ne peut ni prendre part au délibéré et à la prise de décision ni être compté dans le quorum. Il n'assiste pas à cette partie de la réunion.

56 Conseillers départementaux étaient donc présents en séance. Ils étaient porteurs de 14 pouvoirs.

Décision acquise par assentiment de l'assemblée.

Signé électroniquement



Pour le Président du Conseil Départemental
et par délégation,
La Directrice des Affaires Juridiques et de l'Achat
Public,

Claude LEMOINE

Annexe 1 : CP du 18 décembre 2023 - DGAEFS-SG/2023/413

Attribution d'aides financières de fonctionnement

Prévention et Protection de l'Enfance, Familles, Prévention et Autonomie des Jeunes , Santé

| Objet de la SUBVENTION et OPERATEURS | Montant attribué en 2022 | Montant attribué en 2023 | Montant financé sur la durée | Durée de financement | Montant des subventions présenté dans le rapport |
|---|--------------------------|--------------------------|------------------------------|----------------------|--|
| Attribution d'aides financières dans le cadre d'actions relevant de la PMI (annexe 2) | | | | | |
| 16 Lieux d'Accueil Enfants Parents (LAEP) | 60 160 € | 60 160 € | 60 160 € | 1 an | 60 160 € |
| Attribution d'aides financières dans le cadre de l'accompagnement à la parentalité (hors AAI) (annexe 3) | | | | | |
| Espace Chassagny - La Sauvegarde du Nord | 100 000 € | 100 000 € | 100 000 € | 1 an | 100 000 € |
| UDAF du Nord | 15 000 € | 15 000 € | 15 000 € | 1 an | 15 000 € |
| Changeons de Regard | 20 000 € | 13 000 € | 13 000 € | 1 an | 13 000 € |
| Attribution d'aides financières dans le cadre la Prévention et la Protection de l'enfance (annexe 4) | | | | | |
| France Parrainages | 200 000 € | 200 000 € | 200 000 € | 1 an | 200 000 € |
| UDAF Respire | 60 000 € | 60 000 € | 60 000 € | 1 an | 60 000 € |
| Collectif d'Associations de la Maison Départementale et Associative de l'Adoption (CAMDA) | 7 000 € | 7 000 € | 7 000 € | 1 an | 7 000 € |
| Association Enfance Famille et Adoption 59 (EFA) | 1 500 € | 1 500 € | 1 500 € | 1 an | 1 500 € |
| Association Relais Enfants Parents Incarcérés Hauts-de-France (REPI) | 14 520 € | 14 520 € | 14 520 € | 1 an | 14 520 € |
| Attribution d'aide financière dans le cadre du plan pauvreté et du Contrat Départemental Prévention et Protection de l'Enfance (annexe 5) | | | | | |
| APESAL | 135 000 € | 140 000 € | 140 000 € | 1 an | 140 000 € |
| Miriad (AMFD en 2022) | 245 000 € | 260 000 € | 260 000 € | 1 an | 260 000 € |
| ARELI | 88 282 € | 113 071 € | 113 071 € | 1 an | 113 071 € |
| TOTAL | 946 462 € | 984 251 € | 984 251 € | 0 € | 984 251 € |

DGAEFS-SG/2023/413

ANNEXE 2

LES LIEUX D'ACCUEIL ENFANTS/PARENTS

ANNEXE 2 - Tableau de renouvellement des financements LAEP 2023

| STRUCTURES | LAEP | ADRESSE | MONTANT ATTRIBUE 2022 | MONTANT ATTRIBUE 2023 |
|--|--|--|--------------------------|--------------------------|
| Association "ARPE" | LAEP "La Petite Maison" | 11 bis rue Edouard Herriot à LILLE | 4 160 € | 4 160 € |
| Maison de Quartier "Godeleine Petit" - Centre Social du Vieux Lille | LAEP "Libellule" | 24 rue des Archives à LILLE | 4 160 € | 4 160 € |
| Association "Maison de quartier de Wazemmes" | LAEP Bullo'thèque | 36 rue d'Eylau à LILLE | 4 160 € | 4 160 € |
| Association La Sauvegarde du Nord | LAEP "Maison de la petite enfance Suzanne Lacore" | Avenue Dunkerque à LOMME | 4 160 € | 4 160 € |
| Association "Maison des Petits Pouces" | LAEP "Le Petit Train" | 20 rue de l'Ermitage à MARCQ EN BAROEUL | 4 160 € | 4 160 € |
| AGSS de l'UDAF | LAEP "Trampolino" | 38 rue Chaussée de l'Hôtel de Ville à VILLENEUVE D'ASCQ | 4 160 € | 4 160 € |
| Association "Espace de Vie Saint Exupéry" | LAEP "L'Envol" | rue Louis Braille à HEM | 960 € | 960 € |
| Association APMOT | LAEP "La Montgolfière" | 104 rue de Tournai à TOURCOING | 4 160 € | 4 160 € |
| Centre Social du Centre-Ville | LAEP « Les Petits Poucets » | 9 quai Saint Lazare à CAMBRAI | 4 160 € | 4 160 € |
| Association Avenir Jeunes | LAEP "A Petits Pas, La Porte d' à Côté" | 8 rue Marliot à CAUDRY | 960 € | 960 € |
| Centre social et Culturel E. Bantigny | LAEP « Les Petits Lutins » | 26 rue Baillon à LE QUESNOY | 4 160 € | 4 160 € |
| SOUS-TOTAL ASSOCIATIONS | | | 39 360 | 39 360 € |
| Commune de Lambersart | LAEP "Ilot Champêtre" | 52 rue Georges Boidin à LAMBERSART | 4 160 € | 4 160 € |
| Commune de Lambersart | LAEP "Ilot Trésor" | 110 avenue de la Liberté à LAMBERSART | 4 160 € | 4 160 € |
| Commune de La Madeleine | LAEP "Le Serpentin" | 42 rue Jeanne Maillote à LA MADELEINE | 4 160 € | 4 160 € |
| Commune d'Armentières | LAEP " Les Colombines" | 248 quai de la Dérivation à ARMENTIERES | 4 160 € | 4 160 € |
| CCAS de Cambrai | LAEP "Maison de l'Enfant" | 28 rue du Maréchal Delattre de Tassigny à CAMBRAI | 4 160 € | 4 160 € |
| SOUS-TOTAL SECTEUR PUBLIC | | | 20 800 € | 20 800 € |
| TOTAL | | | 60 160 € | 60 160 € |

DGAEFS-SG/2023/413 – ANNEXE 2 BIS



C O N V E N T I O N Lieu d'Accueil Enfants-Parents 2023 (nom du LAEP)

ENTRE

le Département du Nord, représenté par **Monsieur Christian POIRET**, son Président,

d'une part

ET

La structure.....,

représentée par M....., gestionnaire du

LIEU D'ACCUEIL ENFANTS-PARENTS (L.A.E.P)

situé.....,

d'autre part

- Vu le Code Général des Collectivités Territoriales ;
- Vu le Code de l'Action Sociale et des Familles ;
- Vu la loi du 1^{er} juillet 1901 modifiée relative au contrat d'association ;
- Vu la délibération du Conseil Général en date du 14 juin 1999 fixant les critères de financement en matière de fonctionnement et d'investissement des Lieux d'Accueil Parents/Enfants ;
- Vu la délibération cadre du Conseil départemental du 16 novembre 2020 DGASOL/2020/157 relative à la feuille de route pour la protection de l'enfant,
- Vu le budget départemental 2023,
- Vu la délibération DGAEFS-SG/2023/413 de la Commission permanente du Conseil Départemental en date du 18/12/2023.

IL EST CONVENU CE QUI SUIT

Article 1 : Le Département apporte son soutien financier, pour une durée d'un an, au Lieu d'Accueil Enfants-Parents « », situé

Il a pour objectifs la prévention précoce de tout handicap, une aide à la socialisation du jeune enfant, un soutien de la parentalité et l'amélioration des relations Parents-Enfants.

Article 2 : Le Département s'engage à verser une participation au gestionnaire pour les frais de fonctionnement du Lieu d'Accueil Enfants-Parents (LAEP) suivant la modalité arrêtée comme suit :

- pour les communes de **moins de 380 naissances par an**, prise en charge de 4 heures par mois d'un accueillant selon la tarification habituelle des psychologues vacataires intervenant en consultation PMI, dans la limite d'une séance par semaine,

OU

- pour les communes de **plus de 380 naissances par an**, prise en charge de 4 heures par semaine d'un accueillant selon la tarification habituelle des psychologues vacataires intervenant en consultation PMI, dans la limite d'une séance par semaine,

sous réserve des conditions suivantes :

- présence de 2 accueillants simultanément ;
- mise en place d'un partenariat avec les différents intervenants sociaux et médicaux du secteur où est implanté le Lieu d'Accueil Parents-Enfants ;
- respect du public accueilli en veillant à la confidentialité ;
- obligation pour les accueillants d'une expérience Petite Enfance ;
- participation financière ou en nature des familles aux collations ;
- locaux adaptés à l'accueil des enfants et à la convivialité ;
- contrat d'assurance couvrant l'activité en responsabilité civile.

Le nombre de naissances sur la commune deétant **inférieur** à 380 par an, il est proposé de financer le LAEP «..... » à hauteur de 960 € pour l'année 2023, ce qui correspond à la prise en charge de 4 heures par mois d'un accueillant selon la tarification habituelle des psychologues vacataires intervenant en consultation PMI, dans la limite d'une séance par semaine.

OU

Le nombre de naissances sur la commune deétant **supérieur** à 380 par an, il est proposé de financer le LAEP «..... » à hauteur de 4 160 € pour l'année 2023, ce qui correspond à la prise en charge de 4 heures par semaine d'un accueillant selon la tarification habituelle des psychologues vacataires intervenant en consultation PMI, dans la limite d'une séance par semaine.

Article 3 : Le Département s'engage à verser une dotation de fonctionnement annuelle à la signature de la convention.

Article 4 : A la fin de l'année, le gestionnaire devra établir un rapport d'activités sur le fonctionnement du lieu d'accueil Parents-Enfants pour l'année 2023 et l'adresser au Département (*Direction Générale Adjointe chargée de la Solidarité - Direction Enfance-Famille-Jeunesse*) pour le 31 mars 2023.

- Il précisera :
- ↳ la durée des accueils et le nombre de séances,
 - ↳ le nombre de familles et d'enfants accueillis,
 - ↳ une analyse de l'activité et les perspectives de la structure.

Article 5 : La participation du Département du Nord à l'action visée à l'article 1 sera mise en valeur par l'association, notamment dans ses documents destinés au public et aux bénéficiaires de l'action.

Article 6 : La présente convention est conclue **pour une durée d'un an, à compter du 1^{er} janvier 2023 au 31 décembre 2023**. Elle fera l'objet d'une évaluation annuelle. Elle peut être dénoncée par l'une ou l'autre partie par lettre recommandée avec accusé de réception avec effet à l'expiration d'un délai de 3 mois civils francs.

Article 7 : Le Tribunal Administratif de Lille est compétent pour juger des litiges relatifs à la présente convention.

Lille, le

Cachet et Signature de la structure

Le Département du Nord
Pour le Président du Département du Nord
et par délégation,

DGAEFS-SG/2023/413

ANNEXE 3

ATTRIBUTION D'AIDES FINANCIERES ACCOMPAGNEMENT A LA PARENTALITE

- ESPACE CHASSAGNY – LA SAUVEGARDE DU NORD
- UDAF DU NORD



C O N V E N T I O N **ESPACE CHASSAGNY - 2023**

ENTRE :

Le Département du Nord, représenté par Monsieur Christian POIRET, son Président,

D'une part,

ET :

La Sauvegarde du Nord (Espace Chassagny) - 199-201 rue Colbert - Centre Vauban à Lille - désignée dans la présente convention comme « l'organisme », représentée par Monsieur Jean Pierre MOLLIERE, son Président,

D'autre part,

Vu le code général des collectivités territoriales,

Vu le code de l'action sociale et des familles,

Vu la loi du 1^{er} juillet 1901 modifiée relative au contrat d'association,

Vu la loi n° 2000-321 du 12 avril 2000 relative aux droits des citoyens dans leurs relations avec les administrations,

Vu la loi du 5 mars 2007 relative à la protection de l'enfance,

Vu le décret du 6 juin 2001 pris pour l'application de l'article 10 de la loi du 12 avril 2000, relatif à la transparence financière des aides octroyées par les personnes publiques,

Vu la délibération cadre du Conseil départemental du 16 novembre 2020 DGASOL/2020/157 relative à la feuille de route pour la protection de l'enfant,

Vu le Budget Départemental 2023,

Vu la délibération DGAEFS-SG/2023/413 de la Commission Permanente du Conseil Départemental en date du 18/12/2023.

IL EST CONVENU CE QUI SUIT

Article 1 : Les engagements de l'association

Le Centre Médico-Psycho-Pédagogique Espace Claude CHASSAGNY s'engage à poursuivre sa mission d'accompagnement des adolescents de 12 à 20 ans confrontés à des difficultés d'apprentissage et à l'échec scolaire. A côté de ses fonctions de dépistages, de diagnostics et de soins dédiés aux CMPP, l'Espace Claude CHASSAGNY offre une prise en charge pluridisciplinaire spécifique aux adolescents avec la présence d'ateliers de médiations diversifiées (soin, créativité et pédagogie).

Article 2 : Les objectifs du service

Les objectifs des actions menées par l'Espace Chassagny sont les suivants :

- Permettre aux adolescents de sortir de leur isolement pour s'engager dans un processus de formation,
- Réconcilier l'adolescent avec lui-même, avec les autres et avec la culture professionnelle,
- Favoriser l'ouverture culturelle des adolescents,
- Réhabiliter le lien social,
- Favoriser l'expression des adolescents,
- Favoriser le sentiment du bien-être et exister pour soi,
- Développer la confiance en soi,
- Valoriser les compétences des adolescents en optimisant et en nommant leurs savoirs à travers les médiations les mieux choisies (faire ainsi prendre conscience de la capacité créative de chacun pour objectiver un travail sur l'estime de soi et la confiance).

Article 3 : L'engagement financier du Département

Le Département du Nord accorde à l'espace Claude CHASSAGNY de la Sauvegarde du Nord, pour la réalisation de l'action visée à l'article 1^{er}, une subvention d'un montant de **100 000 €** pour l'année 2023 au titre du soutien au fonctionnement de l'association.

Article 4 : Les modalités du financement

La participation financière du Département du Nord est versée selon la modalité suivante : **un seul versement** pour l'année 2023.

Le compte de l'organisme sera crédité, après signature de la présente convention, selon les procédures comptables en vigueur.

Article 5 : Le plan de financement

Cet accord s'inscrit dans le plan de financement présenté par l'Espace Chassagny de la Sauvegarde et accepté par le Département. Celui-ci est donc tenu informé, le cas échéant, de l'issue des demandes présentées aux autres financeurs.

Article 6 : L'évaluation du dispositif

L'Espace Claude CHASSAGNY conduira son action en collaboration avec les services du Département du Nord.

Une rencontre annuelle sera instaurée entre la Direction Enfance Famille Jeunesse et l'association afin d'évaluer l'action et le renouvellement de la convention.

Article 7 : L'intervention du tiers

L'intervention d'organismes tiers à la convention dans la mise en œuvre de l'action doit être expressément autorisée par le Département. La bonne application de la présente convention est alors garantie par l'organisme.

Article 8 : Les documents à transmettre au Département

L'organisme devra rendre compte de l'action menée. A cette fin, il fera parvenir au Département les documents permettant son évaluation, notamment :

- un rapport d'activité quantitatif et qualitatif de l'année (n) pour le 31 mars de l'année (n+1) qui fera apparaître :
 - le nombre d'enfants sensibilisés à l'action sur l'année,
 - le nombre de lieux d'intervention et le nombre d'interventions par lieu,
 - le nombre de filles concernées par l'action et leur âge,
 - le nombre de garçons concernés par l'action et leur âge,
 - le nombre de lettres écrites sur l'année,
 - le nombre de bénévoles mobilisés,
 - le nombre d'heures de réunion avec les bénévoles,
 - le nombre de situations donnant lieu à la rédaction d'une information préoccupante.

- un rapport financier de l'action subventionnée de l'année (n) pour le 31 mars de l'année (n+1), comportant des documents comptables établis, si l'organisme y est soumis, conformément au plan comptable révisé.

La présentation retenue permettra d'isoler les financements départementaux et leur affectation. Les documents comptables devront être certifiés par le Commissaire aux Comptes si l'organisme est soumis à l'obligation de certification des comptes.

Article 9 : Le contrôle

Le Département se réserve le droit de contrôler ou de faire contrôler, à tout moment, auprès de l'organisme ou de tout organisme tiers, par toute personne désignée à cet effet, le déroulement ou l'effectivité de l'action, ainsi que tous documents budgétaires et comptables.

Article 10 : Les obligations contractuelles

S'il apparaît, y compris après expiration ou dénonciation de la présente convention, qu'une partie du financement départemental n'a pas été ou ne sera pas utilisée, ou bien qu'elle n'a pas été utilisée conformément aux obligations contractuelles ou réglementaires, le trop-perçu est reversé au Département.

Article 11 : Les documents destinés au public

La participation du Département du Nord à l'action visée à l'article 1^{er} sera mise en valeur par l'organisme, notamment dans ses documents destinés au public et aux bénéficiaires de l'action.

Article 12 : La durée de la convention

La présente convention est conclue pour 1 an, **soit 2023**. Elle peut être dénoncée par l'une ou l'autre partie, par lettre recommandée avec accusé de réception, avec effet à l'expiration d'un délai de trois mois civils francs.

Article 13 : Les litiges

Le Tribunal Administratif de Lille est compétent pour juger des litiges relatifs à la présente convention.

Fait le

L'organisme

(Nom et qualité du signataire
Cachet de l'organisme)

Le Département du Nord
Pour le Président du Département du
Nord
Et par délégation,



C O N V E N T I O N **UDAF Nord - 2023**

ENTRE

Le Département du Nord, représenté par Monsieur Christian POIRET, Président

D'une part

ET

L'Union Départementale des Associations Familiales du Nord, 10 rue Baptiste Monnoyer à LILLE, représentée par Monsieur Olivier DEGAUQUIER, Président

D'autre part

Vu la loi du 1^{er} juillet 1901 modifiée relative au contrat d'association,

Vu la loi n°83-663 du 22 juillet 1983 relative à la répartition des compétences entre les communes, les départements, les régions et l'Etat,

Vu le Code Général des collectivités territoriales,

Vu la loi du 12 avril 2000 relative aux droits des citoyens dans leurs relations avec les administrations,

Vu le décret du 6 juin 2001 pris pour l'application de l'article 10 de la loi du 12 avril 2000 et relatif à la transparence financière des aides octroyées par les personnes publiques,

Vu la délibération cadre du Conseil départemental du 16 novembre 2020 DGASOL/2020/157 relative à la feuille de route pour la protection de l'enfant,

Vu le Budget Départemental 2023,

Vu la délibération DGAEFS-SG/2023/413 de la Commission Permanente du Conseil Départemental en date du 18/12/2023.

La délibération cadre DGASOL/2020/157 adoptée par le Conseil départemental du 16 novembre 2020 relative à la feuille de route pour la protection de l'enfant réaffirme la nécessité de mettre en place des actions de prévention et d'accompagnement de la parentalité afin de repérer les risques, d'accompagner précocement les enfants, les adolescents et leurs parents. Il s'agit aussi d'éviter les séparations et d'apporter des réponses adaptées aux besoins des enfants en s'appuyant sur les réseaux de proximité de l'enfant (famille élargie, voisins, école, etc.).

L'objectif est de mieux soutenir les familles dès l'apparition des premières difficultés et de favoriser l'épanouissement physique, psychologique, social, moral et culturel de l'enfant.

L'action principale de l'UDAF du Nord est de pouvoir faire le lien entre les familles et les différents professionnels ayant pour mission d'intervenir auprès d'eux. C'est aussi porter la voix des familles et les défendre auprès des professionnels et des pouvoirs publics. Il ne s'agit pas seulement pour l'association d'être un acteur de la politique familiale dans le département, mais de contribuer techniquement et concrètement à l'observation des besoins des familles, à leur information et à leur soutien. Au 31/12/2021, l'UDAF du Nord fédère 110 Associations et plus de 10 000 adhérents.

Considérant qu'il existe une convergence entre le projet de l'Union Départementale des Associations Familiales (UDAF) du Nord et celui du Département,

IL EST CONVENU CE QUI SUIT :

Article 1 : Objet de la convention

La présente convention concerne le financement des différentes actions de prévention et de soutien à la parentalité et services organisés par l'UDAF complémentaires les uns des autres.

A /L'Observatoire des Familles de l'UDAF

L'ordonnance du 3 mars 1945 modifiée par la loi du 11 juillet 1975 a institué, à travers l'UNAF et les UDAF, la représentation officielle de l'ensemble des familles vivant en France auprès des pouvoirs publics. Dans ce cadre et conformément à son statut, l'UDAF du Nord entend contribuer à la définition et à la mise en œuvre des politiques familiales sur le plan départemental. Pour ce faire, elles se doivent de disposer d'une connaissance la plus complète des conditions de vie des familles, de leurs besoins et de leurs demandes.

L'Observatoire des Familles de l'UDAF recueille, analyse, produit des données sur les familles qui ont vocation à étayer les réflexions. Cette observation à l'échelle départementale est primordiale. Elle constitue un apport de connaissances, une plus-value qui alimentera toutes les propositions et réflexions menées auprès du Département et qui concernent les familles.

Chaque année, l'UDAF du Nord réalise une enquête pour enrichir son expertise. En 2020 et 2021, l'UDAF du Nord questionne le thème : « *La place des grands parents dans la vie familiale* » Les travaux réalisés par l'Observatoire des Familles de l'UDAF du Nord ont vocation à alimenter l'Observatoire Départemental de la Protection de l'Enfance et les instances départementales. Ces présentations permettent d'enrichir les différents projets départementaux.

B/ Le point Info Famille

Il est un lieu ressource pour les familles et pour les professionnels afin d'orienter vers les structures et/ou associations adaptées.

Les familles ont la possibilité de se renseigner lors de permanence ou rendez-vous, par téléphone ou sur le site internet. Des actions d'informations et d'échanges à destination des familles sont organisées en partenariat avec des intervenants extérieurs.

C/ Le point conseil budget

Il s'agit d'un service gratuit qui permet d'accompagner les familles ayant des difficultés dans la gestion de leur budget. Le point conseil budget s'adresse à toutes les personnes qui souhaitent améliorer la gestion de leur budget, faire face à une situation financière difficile, anticiper un changement de situation familiale ayant un impact sur leurs ressources ou leurs dépenses.

Grâce à ces actions de prévention, d'éducation, de conseil budgétaire auprès des familles, le point conseil budget permet d'éviter les issues telles que le surendettement, les dépendances aux aides financières ou toute autre difficulté qui mette la vie familiale en péril.

D/Participation aux travaux du Département

De par ses missions, l'UDAF du Nord est un partenaire privilégié du Département. L'UDAF contribue techniquement et concrètement à l'observation des besoins des familles, à leur information et à leur soutien. L'UDAF a en charge par les pouvoirs publics de représenter et défendre les usagers. A ce titre, elle fait partie de plusieurs comités et conseils mis en place par le Département.

L'UDAF a également participé aux travaux d'élaboration du schéma départemental des services aux familles et est signataire du schéma départemental des services aux familles.

Article 2 : participation financière

Le Département du Nord accorde à l'association, pour les actions visées à l'article 1, une participation forfaitaire annuelle de **15 000 €**.

Article 3 : modalités de financement

La participation financière du Département du Nord est octroyée **pour l'année 2023** par un versement unique à la signature de la convention.

Le compte de l'organisme est crédité, après signature de la présente convention, selon les procédures comptables en vigueur. Cet accord s'inscrit dans le plan de financement présenté par l'organisme et accepté par le Département. Celui-ci est donc tenu informé, le cas échéant, de l'issue des demandes présentées aux autres financeurs.

L'organisme transmet, pour le 31 mars de l'année n+1, un bilan qualitatif et quantitatif de l'année n et le compte administratif de l'action subventionnée pour l'année n.

La présentation retenue permettra d'isoler les financements départementaux et leur affectation.

Les documents comptables de l'action subventionnée devront être certifiés par le commissaire aux comptes si l'organisme est soumis à l'obligation de certification des comptes, ou par le Président de l'organisme s'il n'y est pas soumis.

Article 4 : l'autorisation

L'intervention des organismes tiers à la convention dans la mise en œuvre de l'action doit être expressément autorisée par le Département du Nord. La bonne application de la présente convention est alors garantie.

Article 5 : le contrôle

Le Département se réserve le droit de contrôler ou de faire contrôler, à tout moment, auprès de l'organisme ou de tout organisme tiers, par toute personne désignée à cet effet, le déroulement ou l'effectivité de l'action, ainsi que tous documents budgétaires et comptables.

Article 6 : la dénonciation de la convention

S'il apparaît, y compris après expiration ou dénonciation de la présente convention, qu'une partie du financement départemental n'a pas été ou ne sera pas utilisée, ou bien qu'elle n'a pas été utilisée conformément aux obligations contractuelles ou réglementaires :

- le trop-perçu est reversé au Département,
- le Département ne verse le solde éventuel de sa participation que dans la mesure où celui-ci est nécessaire à la poursuite de l'action.

Article 7 : mise en valeur des actions

La participation du Département du Nord aux actions visées à l'article 1 sera mise en valeur par l'organisme, notamment dans ses documents destinés au public et aux bénéficiaires de l'action.

Article 8 : durée de la convention

La présente convention est conclue pour un an soit 2023. Elle peut être dénoncée par l'une ou l'autre partie, par lettre recommandée avec accusé de réception, avec effet à l'expiration d'un délai de trois mois civils francs.

Article 9 : les litiges

Le Tribunal Administratif de Lille est compétent pour juger de litiges relatifs à la présente convention.

Fait le

L'organisme

(Nom et qualité du signataire

Cachet de l'organisme)

Le Département du Nord

Pour le Président du Département du Nord

Et par délégation,

DGAEFS-SG/2023/413

ANNEXE 4

ATTRIBUTION D'AIDES FINANCIERES EN PREVENTION ET PROTECTION DE L'ENFANCE

- FRANCE PARRAINAGES
- UDAF RESPIRE
- REPI



C O N V E N T I O N **FRANCE PARRAINAGES - 2023**

Entre :

Le Département du Nord, représenté par Monsieur Christian POIRET, son Président

D'une part,

Et

L'Association France Parrainages, dont le siège social est 23 place Victor Hugo – 94270 KREMLIN-BICETRE représentée par Monsieur Francis CANTERINI, son Président,

D'autre part,

- Vu le Code Général des Collectivités Territoriales, et notamment son article L.1611-4, et ses articles L.3312-4, R.3312-4, R3313-7, relatifs aux autorisations d'engagement ;
- Vu le Code de l'Action Sociale et des Familles ;
- Vu la loi du 1^{er} juillet 1901 modifiée relative au contrat d'Association ;
- Vu la loi n° 2000-321 du 12 avril 2000 relative aux droits des citoyens dans leurs relations avec les administrations et notamment son article 10 ;
- Vu le décret du 06 juin 2001 pris pour l'application de l'article 10 de la loi du 12 avril 2000 relative aux droits des citoyens au contrôle des associations, œuvres et entreprises privées subventionnées par des collectivités locales, et notamment ses articles 1^{er} et 2 ;
- Vu la charte du parrainage instaurée par l'arrêté du 11 août 2005 et modifiée en mai 2018
- Vu la délibération cadre du Conseil départemental du 16 novembre 2020 DGASOL/2020/157 relative à la feuille de route pour la protection de l'enfant,
- Vu le budget départemental 2023 voté par l'Assemblée Départementale ;
- Vu la délibération DGAEFS-SG/2023/413 de la Commission Permanente du Conseil Départemental en date du 18/12/2023 ;

IL EST CONVENU CE QUI SUIT

Article 1^{er} : Objet de la convention

La présente convention a pour objet de définir les principes et de déterminer les modalités de collaboration entre le Département du Nord et l'association France Parrainages, pour ses actions de parrainage de proximité sur le Département du Nord, au travers de son antenne Nord, située 17, rue Colbrant à Lille.

Le parrainage de proximité participe à la fois à une démarche de prévention et de protection de l'enfant ainsi que de soutien à la parentalité.

Article 2 : Périmètre de la convention

Le parrainage mis en œuvre par France Parrainages est une forme de solidarité inter-générationnelle instituée, permettant de tisser des liens affectifs et sociaux de type familial par la création et la mise en place d'un lien privilégié avec un adulte et/ou une famille bénévole.

Le parrainage s'articule selon des valeurs et des principes définis par la charte nationale de parrainage de proximité et l'article L. 221-2-6 du Code de l'Action Sociale et des Familles: « Lorsqu'un enfant est pris en charge par le service de l'aide sociale à l'enfance, quel que soit le fondement de cette prise en charge, le président du conseil départemental propose systématiquement, avec l'accord des parents ou des autres titulaires de l'autorité parentale, si tel est l'intérêt de l'enfant et après évaluation de la situation, de désigner un ou plusieurs parrains ou marraines, dans le cadre d'une relation durable coordonnée par une association et construite sous la forme de temps partagés réguliers entre l'enfant et le parrain ou la marraine. »

La présente convention fixe les conditions pour promouvoir le parrainage dans le département du Nord, notamment par l'amélioration du pilotage d'activité partagé entre l'association et les services départementaux et par l'identification des leviers à mobiliser pour garantir un parrainage à tous les enfants qui pourraient en bénéficier.

Article 3 : Organisation des parrainages

Le parrainage est organisé en coordination entre France Parrainages et les Responsables rattachés à la Direction Enfance Familles Jeunesse qui sont garants des projets pour les enfants [Responsables Territoriaux de l'Aide Sociale à l'Enfance (RTASE) et Responsables des Services Enfance (RSE)].

Les parties concernées s'engagent à assurer une collaboration étroite dans l'intérêt de l'enfant et de sa famille. L'association est associée à l'élaboration du Projet pour l'Enfant pour tout parrainage en faveur d'un mineur confié à l'ASE.

Article 4 : Engagements de France Parrainages et du Département

France Parrainages s'engage à :

- Promouvoir le parrainage auprès des professionnels du Département et des nordistes pour susciter l'engagement bénévole et la mise en œuvre de relations de parrainage,

- Accompagner 150 à 160 relations de parrainage en file active,
- Rendre compte de l'activité conformément aux modalités de pilotage définies entre le Département et les associations de parrainage et de mentorat,
- Déployer son activité sur l'ensemble des territoires du département du Nord afin d'offrir une réponse plus large, notamment au profit des territoires du cambrésis, de l'avesnois et du dunkerquois,
- Veiller à développer des actions de parrainage au profit des enfants confiés à l'ASE les plus vulnérables tels que les pupilles de l'Etat, les enfants sous tutelle ou délégation d'autorité parentale et les mineurs non accompagnés,
- Proposer un adulte et /ou une famille bénévole à chaque enfant pour lequel un projet de parrainage est validé,
- Formaliser le parrainage de chaque enfant par une convention individuelle signée entre l'association et le Département qui précise les coordonnées de l'enfant et de ses représentants légaux, de la famille de parrainage et la date effective de la mise en place du parrainage. Ces conventions individuelles sont signées par le Responsable garant du projet de l'enfant (RTASE ou RSE) et annexées au Projet pour l'Enfant,
- Informer, accompagner et contrôler le parrain ou la marraine, en lien avec les services de l'ASE, conformément aux modalités fixées conjointement pour garantir la sécurisation des relations de parrainage,
- Accompagner les parrains à travers des réunions d'information, des temps d'accompagnement collectifs et des groupes de parole,
- Faire appel à un personnel qualifié dans le domaine social ou éducatif pour recruter, accompagner les parrains. Sous réserve de cette qualification, l'association conserve l'entière responsabilité du choix du personnel pour les recrutements, licenciements et l'organisation du travail.

Le Département s'engage à :

- Apporter une subvention à l'association France Parrainages pour lui permettre de mettre en place des parrainages et assurer leur accompagnement.
- Organiser des temps collectifs de travail durant l'année avec les Responsables des Pôles Enfance Familles Jeunesse des territoires et le Pôle Droits de l'Enfant et Adoption de la Direction Enfance Familles Jeunesse en fonction des besoins identifiés.

Article 5 : Engagement financier du Département et modalités de versement de la subvention

Le Département du Nord accorde à France Parrainages pour la réalisation de l'action visée une subvention de **200 000 € pour l'année 2023**.

La participation du Département fera l'objet d'un versement unique, dès signature de la présente convention.

Article 6 : Bilan des actions de parrainage sur le Département

L'association France Parrainages communique tout au long de l'année de façon régulière les données nécessaires au pilotage de l'activité par le Pôle Droits de l'Enfant et Adoption. L'échange d'informations se fera selon des modalités qui garantissent le respect de la confidentialité des données personnelles.

France Parrainages devra rendre compte de l'action menée. A cette fin, l'association fera parvenir au Département les documents permettant son évaluation, pour le 31 mars de l'année « n+1 », notamment :

- un rapport d'activité quantitatif et qualitatif de l'année " n " établi en lien avec les responsables des Pôles Enfance Famille Jeunesse concernés par ce dispositif et le Pôle Droits de l'Enfant et Adoption de la Direction Enfance Famille Jeunesse. Ce document devra préalablement être approuvé par le Conseil d'Administration de l'association ;
- un compte administratif de l'action subventionnée de l'année " n " comportant des documents comptables établis, si l'organisme y est soumis, conformément au plan comptable révisé (compte administratif de l'association, des actions de « parrainage Nord » et la bilan comptable) ;

La présentation retenue permettra d'isoler les financements départementaux et leur affectation.

Les documents comptables devront être certifiés par le Commissaire aux Comptes si l'organisme est soumis à l'obligation de certification des comptes ou par le président de l'organisme s'il n'y est pas soumis.

Un comité de pilotage départemental, composé de représentants de la Direction Enfance Familles Jeunesse, du Pôle Droits de l'Enfants et Adoption et des Responsables de Pôles Enfance Familles Jeunesse, est organisé afin d'analyser les données d'activité, d'identifier les besoins de parrainages et les actions à mettre en œuvre pour développer l'activité sur l'ensemble du territoire départemental.

Article 7 : Contrôle des actions par le Département

Le Département se réserve le droit de contrôler ou de faire contrôler, à tout moment, auprès de l'organisme ou de tout organisme tiers, par toute personne désignée à cet effet, le déroulement ou l'effectivité de l'action, ainsi que tous documents budgétaires et comptables.

Article 8 : Contrôle de l'utilisation des subventions

S'il apparaît, y compris après expiration ou dénonciation de la présente convention, qu'une partie du financement départemental n'a pas été ou ne sera pas utilisée conformément aux obligations contractuelles ou réglementaires :

- le trop-perçu est reversé au Département.

Article 9 : Durée de la convention

La présente convention est prévue pour une durée de 1 an, **soit 2023**. Elle peut être dénoncée par l'une ou l'autre partie, par lettre recommandée avec accusé de réception avec effet à l'expiration d'un délai de 3 mois civils francs.

Article 10 : Communication

La participation du Département du Nord à l'action visée à l'article 2 est mise en valeur par l'association, notamment dans ses documents destinés au public et aux bénéficiaires de l'action.

Article 11 : Litige

Le Tribunal Administratif de Lille est compétent pour juger des litiges relatifs à la présente convention.

Cachet de l'association

Fait à Lille, le

Fait le

L'organisme

(Nom et qualité du signataire
Cachet de l'organisme)

Le Département du Nord
Pour le Président du Département du Nord
Et par délégation



C O N V E N T I O N UDAF RESPIRE - 2023

ENTRE

Le Département du Nord, représenté par Monsieur Christian POIRET, son Président

D'une part,

ET :

L'Union Départementale des Associations Familiales du Nord dont le siège social est 10 rue Baptiste Monnoyer 59 013 Lille, représentée par Monsieur Olivier DÉGAUQUIER, Président,

D'autre part,

- Vu le Code Général des Collectivités Territoriales, et notamment son article L.1611-4, et ses articles L.3312-4, R.3312-4, R3313-7, relatifs aux autorisations d'engagement ;
- Vu le Code de l'Action Sociale et des Familles ;
- Vu la loi du 1^{er} juillet 1901 modifiée relative au contrat d'Association ;
- Vu la loi n° 2000-321 du 12 avril 2000 relative aux droits des citoyens dans leurs relations avec les administrations et notamment son article 10 ;
- Vu le décret du 06 juin 2001 pris pour l'application de l'article 10 de la loi du 12 avril 2000 relative aux droits des citoyens au contrôle des associations, œuvres et entreprises privées subventionnées par des collectivités locales, et notamment ses articles 1^{er} et 2 ;
- Vu la délibération cadre du Conseil départemental du 16 novembre 2020 DGASOL/2020/157 relative à la feuille de route pour la protection de l'enfant,
- Vu le budget départemental 2023 voté par l'Assemblée Départementale ;
- Vu la délibération DGAEFS-SG/2023/413 de la Commission Permanente du Conseil Départemental en date du 18/12/2023 ;

IL EST CONVENU CE QUI SUIT

Article 1^{er} : Objet de la convention

La présente convention a pour objet de définir les principes et de déterminer les modalités de collaboration entre le Département du Nord et l'association UDAF (Union Départementale des Associations Familiales du Nord), pour ses actions engagées au titre du Réseau d'Entraide de Solidarité et de Partage dans l'Intérêt et le Respect de l'Enfant (RESPIRE) sur les territoires de la Direction Territoriale de Prévention et d'Action Sociale (DTPAS) de Lille et de Valenciennes.

Le parrainage de proximité participe à la fois à une démarche de prévention et de protection de l'enfant ainsi que de soutien à la parentalité.

Article 2 : Périmètre de la convention

Le parrainage de proximité mis en œuvre par RESPIRE consiste à apporter un soutien à un enfant par la construction d'une relation affective privilégiée instituée entre un enfant filleul et un adulte, parrain/marraine.

L'action RESPIRE a pour objectif de mener des expérimentations de temps partagés entre des adultes et des enfants dans le cadre du droit commun et à partir d'une demande réciproque. En outre, l'action RESPIRE vise à rechercher et à développer les ressources de l'environnement familial, principe d'action incontournable dans les pratiques professionnelles et préalable à toute autre solution, dans le respect de l'enfant et de ses représentants légaux.

RESPIRE intervient sur les territoires de la DTPAS de Valenciennes et de Lille.

Article 3 : Organisation des parrainages

RESPIRE propose deux orientations :

- La recherche d'un parrain dans l'environnement de proximité des enfants (réseau primaire). Il sera toujours recherché en priorité l'existence d'un soutien potentiel dans le réseau primaire de l'enfant/et ou sa famille.
- La mise en relation avec des parrains bénévoles. En complémentarité de la première orientation, ce lien peut aussi s'établir avec un bénévole que l'enfant rencontrera lors de temps collectifs organisés par l'association.

Que le parrain soit identifié dans l'entourage de l'enfant ou parmi le réseau de bénévoles, ces actions permettent également de travailler avec les familles dans le cadre du soutien à la parentalité.

Pour les enfants confiés au service de l'Aide sociale à l'enfance, le parrainage est organisé en coordination entre les professionnels de RESPIRE et les Responsables de Pôle Enfance Famille des Directions Territoriales de Prévention et d'Action Sociale du Département, garants du projet des enfants confiés au service de l'Aide Sociale à l'Enfance.

L'association participe à l'élaboration du Projet pour l'Enfant pour tout parrainage en faveur d'un mineur confié à l'ASE, en lien avec les représentants légaux de l'enfant.

Les parties concernées s'engagent à collaborer étroitement et ce, dans l'intérêt de l'enfant et de sa famille.

Article 4 : Engagements de RESPIRE et du Département

RESPIRE s'engage à :

- examiner les demandes de parrainage orientées par les services du Département au titre de la prévention de la protection de l'enfance ;
- proposer un parrain et /ou une famille aux enfants pour lesquels un parrainage est sollicité en fonction des besoins de l'enfant ;
- assurer un accompagnement au sein du réseau RESPIRE des bénévoles et des familles en recueillant les besoins des enfants et les attentes de chacun ;
- promouvoir son activité auprès des partenaires, des familles et des bénévoles ;
- assurer un accompagnement des parrains et accompagner la relation enfant/parrain ;
- formaliser le parrainage de chaque enfant au travers d'une convention individuelle signée par l'association, les détenteurs de l'autorité parentale et le Responsable du Pôle Enfance Famille Jeunesse. La convention précisera les coordonnées de l'enfant et de ses représentants légaux, de la famille de parrainage et la date effective de la mise en place du parrainage.
- faire appel à un personnel qualifié dans le domaine social ou éducatif pour recruter, accompagner les parrains. Sous réserve de cette qualification, l'association conserve l'entière responsabilité du choix du personnel pour les recrutements, licenciements et organisation du travail.

Le Département s'engage à :

- verser une subvention annuelle à RESPIRE de l'UDAF pour lui permettre de mettre en place des parrainages et assurer leur accompagnement ;
- organiser des temps collectifs de travail durant l'année avec les DTPAS de Lille et Valenciennes et le Pôle Droits de l'Enfant et Adoption de la Direction Enfance Famille Jeunesse.

Article 5 : Engagement financier du Département et modalités de versement de la subvention

La subvention de fonctionnement du Département du Nord porte sur le développement du parrainage de proximité sur les territoires de la DTPAS de Lille et de Valenciennes.

Le Département du Nord accorde à RESPIRE de l'UDAF pour la réalisation de l'action visée à l'article 1 une subvention d'un montant de **60 000 € pour l'année 2023**.

Répartis de la façon suivante :

- 25 000 € pour les actions menées sur le territoire de la DTPAS Métropole Lille
- 35 000 € pour les actions menées sur le territoire de la DTPAS du Valenciennois.

La participation du Département fera l'objet d'un versement unique, dès signature de la présente convention.

Article 6 : Bilan des actions de parrainage sur le Département

RESPIRE de l'UDAF devra rendre compte de l'action menée. A cette fin, l'association fera parvenir au Département les documents permettant l'évaluation du projet pour le 31 mars de l'année « n+1 », notamment :

- un rapport d'activité quantitatif et qualitatif de l'année " n " établi en lien avec les responsables des Pôles Enfance Famille Jeunesse concernés par ce dispositif et le Pôle Droits de l'Enfant et Adoption de la Direction Enfance Famille Jeunesse. Ce document devra préalablement être approuvé par le Conseil d'Administration de l'association ;
- un compte administratif de l'action subventionnée de l'année " n " comportant des documents comptables établis, si l'organisme y est soumis, conformément au plan comptable révisé (compte administratif de l'association, les actions de « RESPIRE » et le bilan comptable).

La présentation retenue permettra d'isoler les financements départementaux et leur affectation.

Les documents comptables devront être certifiés par le Commissaire aux Comptes si l'organisme est soumis à l'obligation de certification des comptes ou par le président de l'organisme s'il n'y est pas soumis.

Article 7 : Contrôle des actions par le Département

Le Département se réserve le droit de contrôler ou de faire contrôler, à tout moment, auprès de l'organisme ou de tout organisme tiers, par toute personne désignée à cet effet, le déroulement ou l'effectivité de l'action, ainsi que tous documents budgétaires et comptables.

Article 8 : Contrôle de l'utilisation des subventions

S'il apparaît, y compris après expiration ou dénonciation de la présente convention, qu'une partie du financement départemental n'a pas été ou ne sera pas utilisée conformément aux obligations contractuelles ou réglementaires :

- le trop-perçu est reversé au Département.

Article 9 : Durée de la convention

La présente convention est prévue pour une durée de 1 an, **soit 2023**. Elle peut être dénoncée par l'une ou l'autre partie, par lettre recommandée avec accusé de réception avec effet à l'expiration d'un délai de 3 mois civils francs.

Article 10 : Communication

La participation du Département du Nord à l'action visée à l'article 2 est mise en valeur par l'association, notamment dans ses documents destinés au public et aux bénéficiaires de l'action.

Article 11 : Litige

Le Tribunal Administratif de Lille est compétent pour juger des litiges relatifs à la présente convention.

Fait le

L'organisme

(Nom et qualité du signataire
Cachet de l'organisme)

Le Département du Nord
Pour le Président du Département du Nord
Et par délégation

C O N V E N T I O N

REPI - 2023

ENTRE :

Le Département du Nord, représenté par Monsieur Christian POIRET, Président
d'une part,

ET :

L'association Relais Enfants – Parents Incarcérés Hauts-de-France 104 rue de Cambrai à Lille désignée dans la présente convention comme “ l’organisme ”,
représentée par Madame Monique DOZANCUCK, sa Présidente

d'autre part,

- Vu le Code Général des Collectivités Territoriales, et notamment son article L.1611-4, et ses articles L.3312-4, R.3312-4, R3313-7, relatifs aux autorisations d'engagement ;
- Vu le Code de l'Action Sociale et des Familles ;
- Vu le Code de la Santé Publique ;
- Vu la loi du 1^{er} juillet 1901 modifiée relative au contrat d'Association ;
- Vu la loi n° 2000-321 du 12 avril 2000 relative aux droits des citoyens dans leurs relations avec les administrations et notamment son article 10 ;
- Vu le décret du 06 juin 2001 pris pour l'application de l'article 10 de la loi du 12 avril 2000 relative aux droits des citoyens au contrôle des associations, œuvres et entreprises privées subventionnées par des collectivités locales, et notamment ses articles 1^{er} et 2 ;
- Vu la délibération cadre du Conseil départemental du 16 novembre 2020 DGASOL/2020/157 relative à la feuille de route pour la protection de l'enfant,
- Vu le budget départemental 2023 voté par l'Assemblée Départementale ;
- Vu la délibération DGAEFS-SG/2023/413 de la Commission Permanente du Conseil Départemental en date du 18/12/2023 ;

IL EST CONVENU CE QUI SUIT

Article 1er : Présentation de l'association

Il existe 15 à 20 Relais Enfants-Parents sur toute la France.

L'association Relais Enfants Parents Incarcérés (REPI) Hauts de France a été créée en 2000. Elle est située au 104 rue de Cambrai à Lille.

L'association intervient dans les établissements pénitentiaires dans le cadre de la loi pénitentiaire du 24/11/2009 chap III, section 4 : « de la vie privée et familiale et des relations avec l'extérieur » articles 34, 35 et 36.

« Le droit des personnes détenues au maintien des relations avec les membres de leur famille s'exerce soit par les visites que ceux-ci leur rendent, soit, pour les condamnés et si leur situation pénale l'autorise, par les permissions de sortir des établissements pénitentiaires. Les prévenus peuvent être visités par les membres de leur famille ou d'autres personnes, au moins trois fois par semaine, et les condamnés au moins une fois par semaine ».

L'association accompagne des enfants au parloir et soutient le parent incarcéré sur l'ensemble du territoire des Départements du Nord et du Pas de Calais, notamment sur les différents lieux de détention suivants : Maison d'arrêt de Sequedin, d'Annoeullin, de Douai, de Maubeuge, de Valenciennes pour le Nord et de Béthune, de Longuenesse, de Bapaume pour le Pas de Calais.

Le REPI travaille à l'amiable avec les familles.

L'association est connue et reconnue par tous ses partenaires : personnel de l'Administration Pénitentiaire, des tribunaux, des services sociaux du Département et des mairies, du Service Médico-Psychologique Régional rattaché au Secteur de Psychiatrie en Milieu Pénitentiaire, des professionnels des établissements où résident les enfants accompagnés.

L'association a mis en place une procédure claire et précise d'intervention auprès des familles.

Article 2 : Objectifs et missions de l'association

L'objectif de l'association est le maintien des liens entre les enfants et leur(s) parent(s) incarcéré(s). Elle se charge d'accompagner les enfants au parloir lorsque la famille ou le service gardien pour les enfants accueillis ne peuvent s'en charger. La mise en place de ces accompagnements se fait en partenariat avec les familles et les travailleurs sociaux des services du Département.

Cet objectif se décline en plusieurs actions principales :

- Les accompagnements et visites médiatisées aux parloirs
- Les ateliers de soutien à la parentalité avec les détenus
- Les fêtes réunissant les enfants et leurs parents détenus
- Les aménagements de parloirs.

Depuis 2005, le Département soutient l'association financièrement pour la mise en œuvre de l'ensemble de ces missions. Les visites au parloir sont organisées pour toutes les familles qui en font la demande, sans prioriser de public.

Cependant, conformément aux compétences départementales, le financement octroyé concerne uniquement les accompagnements d'enfants bénéficiant d'une mesure éducative en milieu ouvert et ceux confiés à l'Aide Sociale à l'Enfance (ASE). Ces accompagnements se font en partenariat avec les référents sociaux des enfants. Au regard de la situation, le REPI réfléchit avec le référent à l'action à mettre en place la plus adéquate et décide ensuite de l'opportunité de prendre en charge cet accompagnement.

L'éducatrice du REPI rend compte régulièrement au référent social de l'évolution de la relation avec le parent incarcéré. Elle assiste aux réunions de synthèse avec les équipes médicosociales. Une synthèse écrite des parloirs est transmise à destination du juge.

Lorsqu'il a été convenu avec les services du Conseil Départemental d'une prise en charge de l'accompagnement des enfants par le référent du Conseil Départemental dans l'intérêt de l'enfant, le REPI communiquera les informations et des outils au référent pour préparer le premier parloir.

Les parloirs aménagés : l'association a à sa disposition des parloirs qu'elle aménage avec des jeux, des livres et du mobilier adapté aux enfants, elle prend en charge l'entretien de ces lieux. Ces parloirs sont mis à la disposition des éducateurs des services sociaux du Conseil Départemental.

Article 3 : Les professionnels et bénévoles

L'association fonctionne avec une équipe de 3 salariées et de 20 bénévoles ;

➤ **Accompagnement des professionnels et des bénévoles :**

Les bénévoles bénéficient tous d'une supervision individuelle ou collective.

Les salariés de l'association bénéficient d'une supervision de deux heures par mois.

Article 4 : La convention

La participation financière du Département du Nord pour l'année **2023** s'élève à **14 520€**.

Article 5 : Modalités de paiement

La participation financière du Département du Nord est versée selon les modalités suivantes :

- un versement unique dès signature de la convention.

L'organisme devra rendre compte de l'action menée. A cette fin, il fera parvenir au Département les documents permettant son évaluation (bilan d'activité et le compte administratif de l'action subventionnée de l'année 2020) pour le 31 mars de l'année n+1. Les documents comptables devront être certifiés par le Commissaire aux Comptes si l'organisme est soumis à l'obligation de certification des comptes ou par le Président de l'organisme si l'organisme n'y est pas soumis, conformément notamment aux dispositions des décrets n° 85-295 du 1^{er} mars 1985 et n° 93-570 du 27 mars 1993.

Cet accord s'inscrit dans le plan de financement présenté par l'organisme et accepté par le Département. Celui-ci est donc tenu informé, le cas échéant, de l'issue des demandes présentées aux autres financeurs.

Article 6 : Le bilan d'activité

Le bilan d'activité devra faire apparaître des éléments quantitatifs et qualitatifs. Une grille spécifique permet de mettre en évidence la progression de l'activité sur le territoire départemental ainsi que sur le territoire régional qui bénéficie des services de l'association.

Les éléments quantitatifs feront apparaître au global et spécifiquement pour le département du Nord :

- le nombre de familles et le nombre d'enfants accompagnés,
- le nombre d'enfants bénéficiant d'une mesure de protection de l'enfance en identifiant la mesure,
- le nombre de visites aux parloirs et de synthèses organisées,
- le nombre de nouveaux accompagnements et le nombre de sorties,
- le nombre d'accompagnements par professionnel de l'association.

Les éléments qualitatifs feront apparaître :

- l'âge des enfants accompagnés,
- des éléments concernant les bénévoles : âge, leur profession, leurs études (pour les étudiants), le nombre de famille en charge par bénévole, accompagnement des bénévoles (supervision, réunion de service, formation...),
- des éléments concernant les droits de visite : ordonnance du juge, type de visite,
- des éléments concernant la prise en charge des enfants : suivi avec psychologue des services du Département ou autre, lien avec le droit de visite et le Projet Pour l'Enfant,
- des éléments concernant les liens avec les professionnels du Département : le territoire concerné et service concerné par l'action de l'association, le nombre de synthèse.

Article 7 : L'intervention de tiers

L'intervention d'organismes tiers à la convention dans la mise en œuvre de l'action doit être expressément autorisée par le Département. La bonne application de la présente convention est alors garantie par l'organisme.

Article 8 : Contrôle

Le Département se réserve le droit de contrôler ou de faire contrôler, à tout moment, auprès de l'organisme ou de tout organisme tiers, par toute personne désignée à cet effet, le déroulement ou l'effectivité de l'action, ainsi que tous documents budgétaires et comptables.

A ce titre, une rencontre une fois par an sera programmée avec le Service Enfance du Pôle Développement à la Direction Enfance Famille pour permettre de faire le point sur les actions menées de l'année « n-1 ».

Article 9 : Utilisation du financement départemental

S'il apparaît, y compris après expiration ou dénonciation de la présente convention, qu'une partie du financement départemental n'a pas été ou ne sera pas utilisée, ou bien qu'elle n'a pas été utilisée conformément aux obligations contractuelles ou réglementaires :

- le trop-perçu est reversé au Département ;
- le Département ne verse le solde éventuel de sa participation que dans la mesure où celui-ci est nécessaire à la poursuite de l'action.

Article 10 : Participation du Département

La participation du Département du Nord à l'action visée à l'article 1^{er} sera mise en valeur par l'organisme, notamment dans ses documents destinés au public et aux bénéficiaires de l'action.

Article 11 : Durée de la convention

La présente convention est conclue pour **2022**. Elle peut être dénoncée par l'une ou l'autre partie, par lettre recommandée avec accusé de réception, avec effet à l'expiration d'un délai de trois mois civils francs.

Article 12 : Les litiges

Le Tribunal Administratif de Lille est compétent pour juger des litiges relatifs à la présente convention.

Fait le

L'organisme

(Nom et qualité du signataire

Cachet de l'organisme)

Le Département du Nord

Pour le Président du Département du Nord

Et par délégation,

ANNEXE 5

**ATTRIBUTION D'AIDES FINANCIÈRES DE FONCTIONNEMENT
AUX ASSOCIATIONS DANS LE CADRE DU PLAN STRATÉGIQUE DE
PRÉVENTION ET DE LUTTE CONTRE LA PAUVRETÉ**

- APESAL
- MIRIAD
- ARELI



CONVENTION APESAL - 2023

ENTRE :

Le Département du Nord représenté par Monsieur Christian POIRET, son Président

D'une part

ET :

**L'Association de Prévention et d'Education Sanitaire Actions Locales (APESAL),
représentée par Monsieur Bernard LIEFOOGHE, son Président,**

D'autre part

- Vu le code général des collectivités territoriales,
- Vu le code de l'action sociale et des familles,
- Vu la loi du 1^{er} juillet 1901 modifiée relative au contrat d'association,
- Vu la loi n° 2000-321 du 12 avril 2000 relative aux droits des citoyens dans leurs relations avec les administrations,
- Vu le décret du 6 juin 2001 pris pour l'application de l'article 10 de la loi du 12 avril 2000, relatif à la transparence financière des aides octroyées par les personnes publiques,
- Vu la loi du 5 mars 2007 relative à la protection de l'enfance,
- Vu le schéma départemental des solidarités humaines (2018-2022)
- Vu la délibération DGSOL/2018/428 du Conseil Départemental du 5 décembre 2018 relative à l'engagement du Département du Nord dans la Stratégie de prévention et de lutte contre la pauvreté
- Vu la délibération n° DGASOL/2019/153 du Conseil Départemental du 3 juin 2019 relative à l'engagement du Département du Nord dans le cadre de la démarche « Bassin minier du Nord et du Pas de Calais, territoire démonstrateur de la stratégie nationale de prévention et de lutte contre la pauvreté » ;
- Vu la convention bassin minier du Nord et du Pas-de-Calais, territoire démonstrateur de la stratégie nationale de prévention et de lutte contre la pauvreté en date du 10 juillet 2019 ;
- Vu la délibération cadre du Conseil départemental du 16 novembre 2020 DGASOL/2020/157 relative à la feuille de route pour la protection de l'enfant,
- Vu le budget départemental 2023,
- Vu la délibération DGAEFS-SG/2023/413 de la Commission permanente du Conseil Départemental en date du 18/12/2023.

Il est convenu ce qui suit :

Article 1 : Objet de la convention

La présente convention s'applique dans les relations entre le Département et l'APESAL pour la mise en œuvre de son activité définie ci-après.

Dans le cadre du plan stratégique de prévention et de lutte contre la pauvreté et le contrat départemental prévention protection de l'enfance, le Département s'est engagé à organiser un réseau pour faciliter l'accès des familles à la démarche de soins et faciliter la mise en relais entre le bilan et le parcours de soins.

L'APESAL, association qui agit pour la coordination et la réalisation d'actions en matière de prévention de la santé, d'éducation sanitaire, de dépistage et de suivi, en faveur de la jeune génération, assure le suivi et l'accompagnement des familles des enfants repérés avec une suspicion d'anomalies, en coordination avec les professionnels de santé et les partenaires institutionnels.

Suite au bilan réalisé par les services de la Protection Maternelle et Infantile (PMI), le courrier incitant à consulter un médecin est donné à la famille. A intervalle régulier, plusieurs relances par courrier sont réalisées jusqu'au retour du coupon-réponse joint au courrier. Sans nouvelle, la cellule de suivi de l'APESAL contacte la famille par téléphone afin de faciliter, si besoin, son accès à la démarche de soins. La cellule de suivi, dans une situation complexe de non-recours ou de renoncement aux soins par exemple, l'oriente ainsi vers les interlocuteurs et ressources pertinents pour garantir la réalisation effective des soins : annuaire de santé de l'Assurance Maladie, Plateforme d'intervention Départementale pour l'Accès aux Soins et la Santé (PFIDASS), réseau de professionnels, etc.

Avec l'accord au préalable de la famille, la cellule de suivi fait un point sur sa situation. L'accompagnement « sur mesure » peut se décliner en 3 grands types d'actions : accompagnement des droits, accompagnement financier et orientation et suivi dans le parcours de soins : relance téléphonique, prise et rappel des dates de RDV, etc.

Sur chacun des territoires ciblés (Cambrésis, Avesnois, Valenciennois, Douaisis et 11 communes de la Métropole Lilloise), le projet vise, à la rentrée scolaire 2023-2024, à mettre en place cet accompagnement pour les familles dont les enfants auront bénéficié du bilan de santé en école maternelle (BSEM).

Article 2 : Engagement de l'organisme

L'organisme s'engage à respecter strictement les termes de la présente convention.

Article 3 : Subvention du Département

Le Département du Nord accorde à l'organisme une subvention de **140 000 euros** pour l'action visée à l'article 1 de la présente convention.

Article 4 : Modalités de versement

La subvention du Département du Nord porte sur l'action d'accompagnement pour les familles dont les enfants auront bénéficié du bilan de santé en école maternelle (BSEM) sur chacun des territoires ciblés (Cambrésis, Avesnois, Valenciennois, Douaisis et 11 communes de la Métropole Lilloise) pour l'année 2023.

Le financement de la phase d'accompagnement s'élève à hauteur de 140 000 € pour l'année 2023 (qui couvre l'année scolaire 2023/2024).

Elle est versée selon les modalités suivantes :

- Un seul versement à la signature de la convention.

Article 5 : Modalités de collaboration

L'organisme conduira ses actions en collaboration avec les services du Département (MNS, Directions déléguées, Pôle-PMI Santé, Direction adjointe PMI, DEFJS).

Article 6 : Intervention d'organisme tiers

L'intervention d'organisme tiers à la convention dans la mise en œuvre des actions doit être expressément autorisée par le Département.

La bonne application de la présente convention est alors garantie par l'organisme.

Article 7 : Evaluation

L'organisme devra rendre compte de l'action menée en 2023/2024. A cette fin, il fera parvenir avant le 30 juin de l'année n+1 au Département les documents permettant son évaluation, et notamment :

- Un rapport d'activité quantitatif et qualitatif précisant notamment :
 - Le nombre de courriers envoyés aux familles
 - Le nombre de coupons-réponses reçus
 - Le nombre de relances téléphoniques réalisées
 - Le nombre de prises de rendez-vous
 - Les types de situations complexes rencontrées
 - Le déroulement de l'accompagnement
 - Le nombre de perdus de vue
 - Les perspectives de continuation et d'évolution du projet
- Un rapport financier comportant des documents comptables établis conformément au plan comptable révisé.

La présentation retenue permettra d'isoler les financements départementaux et leur affectation.

Les documents comptables devront être certifiés par le Commissaire aux Comptes si l'organisme est soumis à l'obligation de certification des comptes ou par l'association représentée par son président, s'il n'y est pas soumis.

Article 8 : Contrôle

Le Département se réserve le droit de contrôler ou de faire contrôler à tout moment auprès de l'organisme ou de tout organisme tiers par toute personne désignée à cet effet, le déroulement ou l'effectivité de l'action ainsi que tout document budgétaire et comptable.

Article 9 : Remboursement

S'il apparaît, y compris après expiration ou dénonciation de la présente convention qu'une partie du financement départemental n'a pas été ou ne sera pas utilisée, le trop-perçu devra être reversé au Département.

Article 10 : Publicité

La participation du Département du Nord à l'action visée à l'article 1^{er} est mise en valeur par l'association, notamment dans ses documents destinés au public et aux bénéficiaires de cette action.

Article 11 : Conditions de résiliation

La présente convention peut être dénoncée par l'une ou l'autre partie, par lettre recommandée avec accusé de réception, avec effet à l'expiration d'un délai de trois mois civils francs.

Article 12 : Durée de la convention

La présente convention est conclue **pour 2023**.

Article 13 : Contentieux

Le tribunal administratif de Lille est compétent pour juger les litiges relatifs à la présente convention.

Fait le

L'organisme

Le Département du Nord

(Nom et qualité du signataire
Cachet de l'organisme)



C O N V E N T I O N

Soutien au projet Parcours Logement Autonome Jeune MIRIAD 2023

ENTRE :

Le Département du Nord représenté par Monsieur Christian POIRET, son Président
habilité par la délibération du Conseil Départemental n° DAJAP/2021/229 du 1er juillet 2021,

D'une part

ET :

**L'Association MIRIAD, 25 bis rue Jean Bart à Wasquehal représentée par
Madame Christine POLLET, sa Présidente,**

D'autre part

- Vu le Code Général des collectivités territoriales,
- Vu le Code de l'Action Sociale et des Familles,
- Vu la loi du 1^{er} juillet 1901 relative aux contrats d'association,
- Vu le code du commerce et notamment son article L.612-4 relatif à l'obligation pour les associations recevant des subventions publiques, de désigner un commissaire aux comptes et un suppléant au-delà d'un seuil fixé par décret,
- Vu la loi n° 2000-321 du 12 avril 2000 relative aux droits des citoyens dans leurs relations avec les administrations,
- Vu le décret du 6 juin 2001 pris pour l'application de l'article 10 de la loi du 12 avril 2000, relatif à la transparence financière des aides octroyées par les personnes publiques, Vu la loi du 5 mars 2007 relative à la protection de l'Enfance,
- Vu la loi du 14 mars 2016 relative à la protection de l'Enfance,
- Vu la délibération DGASOL/2018/428 du Conseil Départemental en date du 17 décembre 2018 liée à la stratégie nationale de prévention et de lutte contre la pauvreté,
- Vu la délibération cadre du Conseil départemental du 16 novembre 2020 DGASOL/2020/157 relative à la feuille de route pour la protection de l'enfant,
- Vu le budget départemental 2023,
- Vu la délibération DGAEFS-SG/2023/413 de la Commission Permanente du Conseil Départemental en date du 18/12/2023

PREAMBULE :

Le Département s'est engagé dans la stratégie nationale de prévention et de lutte contre la pauvreté par délibération du 18 décembre 2018. Afin de prévenir toute « sortie sèche » pour les jeunes sortant de l'Aide Sociale à l'Enfance, le Département se mobilise pour accompagner les jeunes vers l'autonomie et proposer à tout jeune majeur ayant été confiés à l'ASE un accompagnement adapté à sa situation.

L'expérimentation proposée « Parcours Logement Autonomie Jeune » (PLAJ), portée par MIRIAD, doit permettre d'apporter une réponse nouvelle et adaptée aux besoins des jeunes ayant été confiés à l'ASE à partir de 18 ans, sur le territoire des directions territoriales Métropole Lille et Métropole Roubaix-Tourcoing (DDML et DDMRT).

Il est convenu ce qui suit :

ARTICLE 1 – Objet de la convention

La présente convention a pour objet de fixer les modalités de participation financière du Département du Nord à l'action « *Parcours Logement Autonome Jeune* » dans le cadre du soutien au logement des jeunes.

L'organisme s'engage à mener les actions suivantes :

- **Informations collectives à destination des jeunes, adultes référents et assistants familiaux (20 ateliers) ;**
- **La « Case départ », 1 logement sur Roubaix, pour permettre de tester l'autonomie des jeunes à partir de 18 ans issus de la DDMRT et la DDML (24 jeunes en file active seront concernés) ;**
- **Des logements accompagnés dans le diffus, avec un accompagnement adapté aux besoins de chaque jeune (40 jeunes en file active).**

ARTICLE 2 – Engagements du Département du Nord

Article 2-1 - Montant de la subvention :

Le Département du Nord accorde à l'organisme, pour la réalisation de l'action visée à l'article 1er, une subvention de fonctionnement d'un montant total de 260 000 euros pour l'année 2023.

Article 2-2 – Modalités de versement de la subvention :

La subvention du Département du Nord est versée en un seul versement. Le compte de l'organisme sera crédité, après signatures de la présente convention, selon les procédures comptables en vigueur.

ARTICLE 3 – Engagements de l'organisme

Article 3-1 – Réalisation de l'action :

L'action est réalisée sur un territoire donné en fonction d'un plan de financement présenté par l'organisme et accepté par le Département. Celui-ci est donc tenu informé, le cas échéant, de l'issue des demandes présentées aux autres financeurs.

L'organisme conduira son action en collaboration avec les services du Département du Nord. L'intervention d'organismes tiers à la convention dans la mise en œuvre de l'action doit être expressément autorisée par le Département. La bonne application de la présente convention est alors garantie par l'organisme.

Article 3-2 – Evaluation de l'action :

L'organisme devra rendre compte de l'action menée :

- auprès des services territorialisés du Département concernant les résultats produits par l'action au niveau local ;
- auprès du service thématique du Département (DEFJ) pour transmettre les documents nécessaires à la bonne évaluation de l'action.

A cette fin, il fera parvenir au Département les documents permettant son évaluation :

- Un rapport d'activité quantitatif et qualitatif, indiquant pour les logements accompagnés les éléments suivants : le nombre d'heures d'accompagnement, la durée d'accompagnement (entrée et sortie du dispositif, la liste des logements captés leur typologie, le prix du loyer, etc.) ;
- Un rapport financier comportant des documents comptables établis, si l'organisme y est soumis, conformément au plan comptable révisé.

Les documents comptables devront être certifiés par le Commissaire aux Comptes si l'organisme est soumis à l'obligation de certification des comptes ou par l'organisme s'il n'y est pas soumis, conformément notamment, aux dispositions des décrets N° 85-295 du 1er mars 1985 et N° 93-570 du 27 mars 1993.

ARTICLE 4 - Contrôle et récupération

Le Département se réserve le droit de contrôler ou de faire contrôler, à tout moment, auprès de l'organisme ou de tout organisme tiers, par toute personne désignée à cet effet, le déroulement ou l'effectivité de l'action, ainsi que tous documents budgétaires et comptables.

S'il apparaît, y compris après expiration ou dénonciation de la présente convention, qu'une partie du financement départemental n'a pas été ou ne sera pas utilisée, ou bien qu'elle n'a pas été utilisée conformément aux obligations contractuelles ou réglementaires, le trop-perçu est reversé au Département.

ARTICLE 5 - Communication

La subvention du Département du Nord à l'action visée à l'article 1er sera mise en valeur par l'organisme, notamment dans ses documents destinés au public et aux bénéficiaires de l'action.

ARTICLE 6 – Durée

La durée de l'action et du financement accordé pour sa réalisation est établi pour une durée d'un an au titre des activités réalisées en 2023.

ARTICLE 7- Révisions et résiliation de la convention

La présente convention peut être dénoncée et/ou résiliée de plein droit, par l'une ou l'autre partie, par lettre recommandée avec accusé de réception, avec effet à l'expiration d'un délai de trois mois civils francs.

En cas de non-respect de l'une ou l'autre des parties, la présente convention peut être dénoncée et/ou résiliée de plein droit, par l'une ou l'autre partie, par lettre recommandée avec accusé de réception, avec effet à l'expiration d'un délai de trois mois civils francs.

ARTICLE 8 - Litiges

En cas de différend entre les parties sur l'interprétation ou l'exécution de la convention, les parties rechercheront un accord amiable, dans un délai de trois mois à compter de la notification par lettre recommandée avec réception, du différend, par la partie la plus diligente.

En cas d'échec de cette procédure de règlement amiable, le différend sera alors porté devant les tribunaux compétents.

Fait à LILLE, le

L'Organisme

Cachet- signature
(nom, prénom et qualité)

Le Département du Nord

Pour le Président du Département
du Nord
et par délégation



CONVENTION ARELI - 2023

ENTRE :

Le Département du Nord, représenté par **Monsieur Christian POIRET**, son Président,

d'une part,

ET :

L'Association ARELI, 207 boulevard de la liberté à Lille, représentée par **Monsieur Amaro CARBAJAL**, son Président,

d'autre part,

- Vu le Code Général des collectivités territoriales,
- Vu le Code de l'Action Sociale et des Familles,
- Vu la loi du 1^{er} juillet 1901 relative aux contrats d'association,
- Vu le code du commerce et notamment son article L.612-4 relatif à l'obligation pour les associations recevant des subventions publiques, de désigner un commissaire aux comptes et un suppléant au-delà d'un seuil fixé par décret,
- Vu la loi n° 2000-321 du 12 avril 2000 relative aux droits des citoyens dans leurs relations avec les administrations,
- Vu le décret du 6 juin 2001 pris pour l'application de l'article 10 de la loi du 12 avril 2000, relatif à la transparence financière des aides octroyées par les personnes publiques, Vu la loi du 5 mars 2007 relative à la protection de l'Enfance,
- Vu la loi du 14 mars 2016 relative à la protection de l'Enfance,
- Vu la délibération DGASOL/2018/428 du Conseil Départemental en date du 17 décembre 2018 liée à la stratégie nationale de prévention et de lutte contre la pauvreté,
- Vu la délibération cadre du Conseil départemental du 16 novembre 2020 DGASOL/2020/157 relative à la feuille de route pour la protection de l'enfant,
- Vu le budget départemental 2023,
- Vu la délibération DGAEFS-SG/2023/413 de la Commission Permanente du Conseil Départemental en date du 18/12/2023

Il est convenu ce qui suit :

Article 1 : Objet de la convention annuelle :

Le bailleur social associatif ARELI développe une offre de logements diversifiée : résidences sociale, résidence habitat jeune, pensions de famille, logements adaptés aux seniors, soit une offre de 1900 logements répartis sur la métropole lilloise, les Flandres, le dunkerquois, l'arrageois.

L'association développe un partenariat spécifique avec les services départementaux dans le cadre des orientations relatives à la prévention et à la lutte contre la pauvreté (délibération départementale du 17 décembre 2018).

Ainsi, elle met en œuvre un projet sur le territoire de la métropole lilloise en faveur de 10 jeunes ayant eu un parcours à l'Aide Sociale à l'Enfance. Le projet vise des jeunes en risque ou en situation de sortie sèche, éloignés des dispositifs d'accompagnement.

Le projet a pour but de remobiliser ces jeunes dans leur parcours de vie par la mise en place d'un hébergement au sein des résidences Henri Convain et Arouet d'Areli et d'un accompagnement intensif sur une période déterminée (10 mois). Cet accompagnement prendra en compte l'ensemble des problématiques rencontrées par les jeunes identifiés et sera axé plus particulièrement sur l'insertion professionnelle et l'accès au logement.

L'objectif de l'accompagnement est d'inscrire ces jeunes dans un parcours de logement autonome. Les sorties des jeunes du dispositif devront être anticipées et sécurisées (accès à une RHJ, à un hébergement) lorsque l'accès au logement autonome ne sera pas envisageable.

Article 2 : Engagement de l'organisme

L'organisme s'engage à respecter strictement les termes de la présente convention.

Article 3 : Subvention du Département

Le Département du Nord accorde à l'organisme une subvention de **113 071 €** pour l'action visée à l'article 1 de la présente convention pour l'année 2023.

Article 4 : Modalités de versement

La subvention de fonctionnement du Département du Nord porte sur la mise en œuvre de l'action permettant à 10 jeunes majeurs issus de l'ASE de bénéficier d'un hébergement et d'un accompagnement global leur permettant de se remobiliser dans leur projet et de s'inscrire dans un parcours de logement autonome.

Elle est versée selon les modalités suivantes :

- Un seul versement à la signature de la convention pour 2023.

Article 5 : Modalités de collaboration

L'organisme conduira ses actions en collaboration avec les services du Département (Maisons Nord Solidarité, Pôle Enfance Famille Jeunesse, Pôle Insertion Professionnelle et Lutte contre les Exclusions, Direction Déléguée, Direction Enfance Famille Jeunesse).

Article 6 : Intervention d'organisme tiers

L'intervention d'organisme tiers à la convention dans la mise en œuvre des actions doit être expressément autorisée par le Département.

La bonne application de la présente convention est alors garantie par l'organisme.

Article 7 : Evaluation

L'organisme devra rendre compte de l'action menée en 2023/2024. A cette fin, il fera parvenir avant le 31 mars 2025 au Département les documents permettant son évaluation et notamment :

- Un rapport d'activité quantitatif et qualitatif précisant le nombre de jeunes accueillis et suivis, leur profil, le nombre de jeunes hébergés, les actions et modalités d'accompagnement mise en place, le nombre de sorties positives.
- Un rapport financier comportant des documents comptables établis conformément au plan comptable révisé.

La présentation retenue permettra d'isoler les financements départementaux et leur affectation.

Les documents comptables devront être certifiés par le Commissaire aux Comptes si l'organisme est soumis à l'obligation de certification des comptes ou par l'association, représentée par son Président s'il n'y est pas soumis.

Article 8 : Contrôle

Le Département se réserve le droit de contrôler ou de faire contrôler, à tout moment, auprès de l'organisme ou de tout organisme tiers, par toute personne désignée à cet effet, le déroulement ou l'effectivité de l'action, ainsi que tous documents budgétaires et comptables.

Article 9 : Remboursement

S'il apparaît, y compris après expiration ou dénonciation de la présente convention, qu'une partie du financement départemental n'a pas été ou ne sera pas utilisée, le trop-perçu devra être reversé au Département.

Article 10 : Publicité

La participation du Département du Nord à l'action visée à l'article 1^{er} est mise en valeur par l'association, notamment dans ses documents destinés au public et aux bénéficiaires des actions.

Article 11 : Conditions de résiliation

La présente convention peut être dénoncée par l'une ou l'autre partie, par lettre recommandée avec accusé de réception, avec effet à l'expiration d'un délai de trois mois civils francs.

Article 12 : Durée de la convention

La présente convention est conclue pour l'année 2023 pour la durée du projet (novembre 2023 à décembre 2024).

Article 13 : Contentieux

Le tribunal administratif de Lille est compétent pour juger les litiges relatifs à la présente convention.

Fait le

L'organisme

(Nom et qualité du signataire
Cachet de l'organisme)

Le Département du Nord
Pour le Président du Département du Nord
Et par délégation



EUROPEAN COMMISSION
Directorate-General for Justice and Consumers
JUST.4 – Programme and Financial management

GRANT AGREEMENT

Project 101096969 — Sbs

PREAMBLE

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

on the one part,

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

and

on the other part,

1. 'the coordinator':

EUROPEAN SOCIAL NETWORK (ESN), PIC 898971266, established in AVENUE DES ARTS 3 4 5 ETAGE 8, BRUXELLES 1210, Belgium,

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

2. **CHILD AND FAMILY AGENCY (Tusla)**, PIC 911541011, established in FLOORS 2-5 BRUNEL BUILDING HEUSTON SOUTH QUARTER, DUBLIN, Ireland,

3. **DEPARTEMENT DU NORD (CD 59)**, PIC 934041907, established in RUE GUSTAVE DELORY 51R, LILLE 59047, France,

4. **STADT GRAZ (AJF Graz)**, PIC 972558376, established in HAUPTPLATZ 1 RATHAUS, GRAZ 8010, Austria,

5. **SOS VILLAGGI DEI BAMBINI (SOS IT)**, PIC 911803881, established in VIA DURAZZO 5, Milano 20134, Italy,

6. **SOS-KINDERDORF INTERNATIONAL (SOS KDI)**, PIC 939166902, established in HERMANN GMEINER STRASSE 51, INNSBRUCK 6020, Austria,

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

If only one beneficiary signs the grant agreement ('mono-beneficiary grant'), all provisions referring to the 'coordinator' or the 'beneficiaries' will be considered — mutatis mutandis — as referring to the beneficiary.

The parties referred to above have agreed to enter into the Agreement.

By signing the Agreement and the accession forms, 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 terms and conditions it sets out.

The Agreement is composed of:

Preamble

Terms and Conditions (including Data Sheet)

Annex 1 Description of the action¹

Annex 2 Estimated budget for the action

Annex 2a Additional information on unit costs and contributions (if applicable)

Annex 3 Accession forms (if applicable)²

Annex 3a Declaration on joint and several liability of affiliated entities (if applicable)³

Annex 4 Model for the financial statements

Annex 5 Specific rules (if applicable)

¹ Template published on [Portal Reference Documents](#).

² Template published on [Portal Reference Documents](#).

³ Template published on [Portal Reference Documents](#).

TERMS AND CONDITIONS

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DATA SHEET

1. General data

Project summary:

| Project summary |
|---|
| <p>The overarching goal of this project is to increase the knowledge on adequate responses within social services on effective integrated mechanisms to prevent violence against children (VAC) and to reinforce child protection services in the Member States. Indirectly the project will also ensure that children at risk of harm have full access to quality, integrated child protection services. This goal will be met through three objectives: - raise awareness of existing good practices on integrated VAC prevention models - foster information exchange and dialogue between Member states' authorities and relevant child protection professionals to spread the use of good practices, discuss synergies and possible transnational cooperation. - assess the training needs of child protection professionals to increase the capacity of child protection professionals to act in line with international standards on preventing VAC. To achieve these objectives, the project will include the following activities: 1. Conducting four study visits to: • the national 'Meitheal' programme (IE) • the regional maternal and child protection service (FR) • the municipal, neighbourhood-centered approach – 'the Graz model' (AT) • the local 'Applying Safe Behaviours' project (IT) 2. the assessment of training needs of child protection professionals, 3. the development of compendium of good practices and training needs assessment report 4. two informative webinars disseminating the outcomes of the project. The project will be coordinated by ESN, in cooperation with 5 partners: The Department of North (France), Tusla (Ireland), the City of Graz (Austria), SOS Children's Villages Italy and SOS Children's Villages International. ESN will develop the methodology and oversee the project implementation. The partners will organise a study visit in each of their country and provide relevant deliverables such study visit reports to be part of the compendium.</p> |

Keywords:

- Reinforcing child protection systems at national and local level
- Child Protection, Child Protection Systems, Social Service, Public Authorities, Peer Learning, Violence Against Children, Integrated Child Protection Services.

Project number: 101096969

Project name: Side by Side - Reinforcing integrated child protection services.

Project acronym: Sbs

Call: CERV-2022-DAPHNE

Topic: CERV-2022-DAPHNE

Type of action: CERV Project Grants

Granting authority: European Commission-EU

Grant managed through EU Funding & Tenders Portal: Yes (eGrants)

Project starting date: fixed date: 1 April 2023

Project end date: 30 September 2024

Project duration: 18 months

Consortium agreement: Yes

2. Participants

List of participants:

| N° | Role | Short name | Legal name | Ctry | PIC | Total eligible costs (BEN and AE) | Max grant amount |
|----|------|------------|-------------------------|------|-----------|-----------------------------------|------------------|
| 1 | COO | ESN | EUROPEAN SOCIAL NETWORK | BE | 898971266 | 80 485.40 | 72 436.85 |
| 2 | BEN | Tusla | CHILD AND FAMILY AGENCY | IE | 911541011 | 70 569.71 | 63 512.73 |

| N° | Role | Short name | Legal name | Ctry | PIC | Total eligible costs (BEN and AE) | Max grant amount |
|--------------|------|------------|------------------------------|------|-----------|-----------------------------------|------------------|
| 3 | BEN | CD 59 | DEPARTEMENT DU NORD | FR | 934041907 | 51 081.80 | 45 973.62 |
| 4 | BEN | AJF Graz | STADT GRAZ | AT | 972558376 | 61 979.75 | 55 781.77 |
| 5 | BEN | SOS IT | SOS VILLAGGI DEI BAMBINI | IT | 911803881 | 47 602.16 | 42 841.94 |
| 6 | BEN | SOS KDI | SOS-KINDERDORF INTERNATIONAL | AT | 939166902 | 24 688.11 | 22 219.29 |
| Total | | | | | | 336 406.93 | 302 766.20 |

Coordinator:

- EUROPEAN SOCIAL NETWORK (ESN)

3. Grant**Maximum grant amount, total estimated eligible costs and contributions and funding rate:**

| Total eligible costs (BEN and AE) | Funding rate (%) | Maximum grant amount (Annex 2) | Maximum grant amount (award decision) |
|-----------------------------------|------------------|--------------------------------|---------------------------------------|
| 336 406.93 | 90 | 302 766.20 | 302 766.20 |

Grant form: Budget-based**Grant mode:** Action grant**Budget categories/activity types:**

- A. Personnel costs
 - A.1 Employees, A.2 Natural persons under direct contract, A.3 Seconded persons
 - A.4 SME owners and natural person beneficiaries
 - A.5 Volunteers
- B. Subcontracting costs
- C. Purchase costs
 - C.1 Travel and subsistence
 - C.2 Equipment
 - C.3 Other goods, works and services
- D. Other cost categories
 - D.1 Financial support to third parties
- E. Indirect costs

Cost eligibility options:

- Standard supplementary payments
- Limitation for subcontracting
- Travel and subsistence:
 - Travel: Unit or Actual costs
 - Accommodation: Unit or Actual costs
 - Subsistence: Unit or Actual costs
- Equipment: depreciation only

- Costs for providing financial support to third parties (actual cost; max amount for each recipient: EUR 60 000.00)
- Indirect cost flat-rate: 7% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any)
- VAT: Yes
- Other ineligible costs

Budget flexibility: Yes (no flexibility cap)

4. Reporting, payments and recoveries

4.1 Continuous reporting (art 21)

Deliverables: see Funding & Tenders Portal Continuous Reporting tool

4.2 Periodic reporting and payments

Reporting and payment schedule (art 21, 22):

| Reporting | | | | | Payments | |
|-------------------|------------|----------|-----------------|---------------------------------------|----------------------|---|
| Reporting periods | | | Type | Deadline | Type | Deadline (time to pay) |
| RP No | Month from | Month to | | | | |
| | | | | | Initial prefinancing | 30 days from entry into force/ financial guarantee (if required) – whichever is the latest |
| 1 | 1 | 18 | Periodic report | 60 days after end of reporting period | Final payment | 90 days from receiving periodic report |

Prefinancing payments and guarantees:

| Prefinancing payment | | Prefinancing guarantee | | |
|--------------------------|------------|------------------------|--------------------------|-----|
| Type | Amount | Guarantee amount | Division per participant | |
| Prefinancing 1 (initial) | 242 212.96 | n/a | 1 - ESN | n/a |
| | | | 2 - Tusla | n/a |
| | | | 3 - CD 59 | n/a |
| | | | 4 - AJF Graz | n/a |
| | | | 5 - SOS IT | n/a |
| | | | 6 - SOS KDI | n/a |

Reporting and payment modalities (art 21, 22):

Mutual Insurance Mechanism (MIM): No

Restrictions on distribution of initial prefinancing: The prefinancing may be distributed only if the minimum number of beneficiaries set out in the call conditions (if any) have acceded to the Agreement and only to beneficiaries that have acceded.

Interim payment ceiling (if any): 90% of the maximum grant amount

No-profit rule: Yes

Late payment interest: ECB + 3.5%

Bank account for payments:

BE51363206777162

Conversion into euros: Double conversion

Reporting language: Language of the Agreement or other EU official language, if specified in the call conditions

4.3 Certificates (art 24):

Certificates on the financial statements (CFS):

Conditions:

Schedule: interim/final payment, if threshold is reached

Standard threshold (beneficiary-level):

- financial statement: requested EU contribution to costs \geq EUR 325 000.00

4.4 Recoveries (art 22)

First-line liability for recoveries:

Beneficiary termination: Beneficiary concerned

Final payment: Coordinator

After final payment: Beneficiary concerned

Joint and several liability for enforced recoveries (in case of non-payment):

Limited joint and several liability of other beneficiaries — up to the maximum grant amount of the beneficiary

Joint and several liability of affiliated entities — n/a

5. Consequences of non-compliance, applicable law & dispute settlement forum

Applicable law (art 43):

Standard applicable law regime: EU law + law of Belgium

Dispute settlement forum (art 43):

Standard dispute settlement forum:

EU beneficiaries: EU General Court + EU Court of Justice (on appeal)

Non-EU beneficiaries: Courts of Brussels, Belgium (unless an international agreement provides for the enforceability of EU court judgements)

6. Other

Specific rules (Annex 5): Yes

Standard time-limits after project end:

Confidentiality (for X years after final payment): 5

Record-keeping (for X years after final payment): 5 (or 3 for grants of not more than EUR 60 000)

Reviews (up to X years after final payment): 5 (or 3 for grants of not more than EUR 60 000)

Audits (up to X years after final payment): 5 (or 3 for grants of not more than EUR 60 000)

Extension of findings from other grants to this grant (no later than X years after final payment): 5 (or 3 for grants of not more than EUR 60 000)

Impact evaluation (up to X years after final payment): 5 (or 3 for grants of not more than EUR 60 000)

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

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

ARTICLE 2 — DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

Actions — The project which is being funded in the context of this Agreement.

Grant — The grant awarded in the context of this Agreement.

EU grants — Grants awarded by EU institutions, bodies, offices or agencies (including EU executive agencies, EU regulatory agencies, EDA, joint undertakings, etc.).

Participants — Entities participating in the action as beneficiaries, affiliated entities, associated partners, third parties giving in-kind contributions, subcontractors or recipients of financial support to third parties.

Beneficiaries (BEN) — The signatories of this Agreement (either directly or through an accession form).

Affiliated entities (AE) — Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046⁴ which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).

Associated partners (AP) — Entities which participate in the action, but without the right to charge costs or claim contributions.

Purchases — Contracts for goods, works or services needed to carry out the action (e.g. equipment, consumables and supplies) but which are not part of the action tasks (see Annex 1).

Subcontracting — Contracts for goods, works or services that are part of the action tasks (see Annex 1).

In-kind contributions — In-kind contributions within the meaning of Article 2(36) of EU Financial

⁴ For the definition, see Article 187 Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 ('EU Financial Regulation') (OJ L 193, 30.7.2018, p. 1): "**affiliated entities** [are]:

- (a) entities that form a sole beneficiary [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant)];
- (b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 136(1) and 141(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".

Regulation 2018/1046, i.e. non-financial resources made available free of charge by third parties.

Fraud — Fraud within the meaning of Article 3 of EU Directive 2017/1371⁵ and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995⁶, as well as any other wrongful or criminal deception intended to result in financial or personal gain.

Irregularities — Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95⁷.

Grave professional misconduct — Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave professional misconduct within the meaning of Article 136(1)(c) of EU Financial Regulation 2018/1046.

Applicable EU, international and national law — Any legal acts or other (binding or non-binding) rules and guidance in the area concerned.

Portal — EU Funding & Tenders Portal; electronic portal and exchange system managed by the European Commission and used by itself and other EU institutions, bodies, offices or agencies for the management of their funding programmes (grants, procurements, prizes, etc.).

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The grant is awarded for the action **101096969 — Sbs** ('action'), as described in Annex 1.

ARTICLE 4 — DURATION AND STARTING DATE

The duration and the starting date of the action are set out in the Data Sheet (see Point 1).

CHAPTER 3 GRANT

ARTICLE 5 — GRANT

5.1 Form of grant

The grant is an action grant⁸ which takes the form of a budget-based mixed actual cost grant (i.e. a

⁵ Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

⁶ OJ C 316, 27.11.1995, p. 48.

⁷ Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

⁸ For the definition, see Article 180(2)(a) EU Financial Regulation 2018/1046: '**action grant**' means an EU grant to finance "an action intended to help achieve a Union policy objective".

grant based on actual costs incurred, but which may also include other forms of funding, such as unit costs or contributions, flat-rate costs or contributions, lump sum costs or contributions or financing not linked to costs).

5.2 Maximum grant amount

The maximum grant amount is set out in the Data Sheet (see Point 3) and in the estimated budget (Annex 2).

5.3 Funding rate

The funding rate for costs is 90% of the action's eligible costs.

Contributions are not subject to any funding rate.

5.4 Estimated budget, budget categories and forms of funding

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

It contains the estimated eligible costs and contributions for the action, broken down by participant and budget category.

Annex 2 also shows the types of costs and contributions (forms of funding)⁹ to be used for each budget category.

If unit costs or contributions are used, the details on the calculation will be explained in Annex 2a.

5.5 Budget flexibility

The budget breakdown may be adjusted — without an amendment (see Article 39) — by transfers (between participants and budget categories), as long as this does not imply any substantive or important change to the description of the action in Annex 1.

However:

- changes to the budget category for volunteers (if used) always require an amendment
- changes to budget categories with lump sums costs or contributions (if used; including financing not linked to costs) always require an amendment
- changes to budget categories with higher funding rates or budget ceilings (if used) always require an amendment
- addition of amounts for subcontracts not provided for in Annex 1 either require an amendment or simplified approval in accordance with Article 6.2
- other changes require an amendment or simplified approval, if specifically provided for in Article 6.2
- flexibility caps: not applicable.

⁹ See Article 125 EU Financial Regulation 2018/1046.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS

In order to be eligible, costs and contributions must meet the **eligibility** conditions set out in this Article.

6.1 General eligibility conditions

The **general eligibility conditions** are the following:

(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 4 (with the exception of costs relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)
- (iii) they must be declared under one of the budget categories set out in Article 6.2 and 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 or contributions (if any):

- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
- (ii) the units must:
 - be actually used or produced by the beneficiary in the period set out in Article 4 (with the exception of units relating to the submission of the final periodic report, which may be used or produced afterwards; see Article 21)
 - be necessary for the implementation of the action and
- (iii) the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20)

(c) for flat-rate costs or contributions (if any):

- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2

- (ii) the costs or contributions to which the flat-rate is applied must:
 - be eligible
 - relate to the period set out in Article 4 (with the exception of costs or contributions relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)
- (d) for lump sum costs or contributions (if any):
 - (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
 - (ii) the work must be properly implemented by the beneficiary in accordance with Annex 1
 - (iii) the deliverables/outputs must be achieved in the period set out in Article 4 (with the exception of deliverables/outputs relating to the submission of the final periodic report, which may be achieved afterwards; see Article 21)
- (e) for unit, flat-rate or lump sum costs or contributions according to usual cost accounting practices (if any):
 - (i) they must fulfil the general eligibility conditions for the type of cost concerned
 - (ii) the cost accounting practices must be applied in a consistent manner, based on objective criteria, regardless of the source of funding
- (f) for financing not linked to costs (if any): the results must be achieved or the conditions must be fulfilled as described in Annex 1.

In addition, for direct cost categories (e.g. personnel, travel & subsistence, subcontracting and other direct costs) only costs that are directly linked to the action implementation and can therefore be attributed to it directly are eligible. They must not include any indirect costs (i.e. costs that are only indirectly linked to the action, e.g. via cost drivers).

6.2 Specific eligibility conditions for each budget category

For each budget category, the **specific eligibility conditions** are as follows:

Direct costs

A. Personnel costs

A.1 Costs for employees (or equivalent) are eligible as personnel costs if they fulfil the general eligibility conditions and are related to personnel working for the beneficiary under an employment contract (or equivalent appointing act) and assigned to the action.

They must be limited to salaries, social security contributions, taxes and other costs linked to the remuneration, if they arise from national law or the employment contract (or equivalent appointing act) and be calculated on the basis of the costs actually incurred, in accordance with the following method:

{daily rate for the person
multiplied by
number of day-equivalents worked on the action (rounded up or down to the nearest half-day)}.

The daily rate must be calculated as:

{annual personnel costs for the person
divided by
215}.

The number of day-equivalents declared for a person must be identifiable and verifiable (see Article 20).

The total number of day-equivalents declared in EU grants, for a person for a year, cannot be higher than 215.

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

- 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
- 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 and A.3 Costs for natural persons working under a direct contract other than an employment contract and costs for **seconded persons by a third party against payment** are also eligible as personnel costs, if they are assigned to the action, fulfil the general eligibility conditions and:

- (a) work under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed) and
- (b) the result of the work belongs to the beneficiary (unless agreed otherwise).

They must be calculated on the basis of a rate which corresponds to the costs actually incurred for the direct contract or secondment and must not be significantly different from those for personnel performing similar tasks under an employment contract with the beneficiary.

A.4 The work of **SME owners** for the action (i.e. owners of beneficiaries that are small and medium-sized enterprises¹⁰ not receiving a salary) or **natural person beneficiaries** (i.e. beneficiaries that are natural persons not receiving a salary) may be declared as personnel costs, if they fulfil the general

¹⁰ For the definition, see Commission Recommendation 2003/361/EC: micro, small or medium-sized enterprise (SME) are enterprises

- engaged in an economic activity, irrespective of their legal form (including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity) and
- employing fewer than 250 persons (expressed in 'annual working units' as defined in Article 5 of the Recommendation) and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

eligibility conditions and are calculated as unit costs in accordance with the method set out in Annex 2a.

A.5 The work of **volunteers** for the action (i.e. persons who freely work for an organisation, on a non-compulsory basis and without being paid) may be declared as personnel costs, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions and are calculated as unit costs in accordance with the method set out in Annex 2a.

They:

- may not exceed the maximum amount for volunteers for the action (which corresponds to 50% of the total (ineligible and eligible) project costs and contributions estimated in the proposal)
- may not exceed the maximum amount for volunteers for each beneficiary set out in Annex 2
- may not make the maximum EU contribution to costs higher than the total eligible costs without volunteers.

If also indirect costs for volunteers are declared eligible in the call conditions, the amount of indirect costs may be added to the volunteers costs category in Annex 2, at the flat-rate set out in Point E.

B. Subcontracting costs

Subcontracting costs for the action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible, if they are calculated on the basis of the costs actually incurred, fulfil the general eligibility conditions and are awarded using the beneficiary's usual purchasing practices — provided these ensure subcontracts with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

Beneficiaries that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with the applicable national law on public procurement.

Subcontracting may cover only a limited part of the action.

The tasks to be subcontracted 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 (or may be approved ex post in the periodic report, if the use of subcontracting does 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; 'simplified approval procedure').

C. Purchase costs

Purchase costs for the action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible if they fulfil the general eligibility conditions and are bought using the beneficiary's usual purchasing practices — provided these ensure purchases with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

Beneficiaries that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with the applicable national law on public procurement.

C.1 Travel and subsistence

Purchases for **travel, accommodation and subsistence** must be calculated as follows:

- travel: as unit costs in accordance with the method set out in Annex 2a if covered by Decision C(2021)35¹¹ or otherwise as costs actually incurred and in line with the beneficiary's usual practices on travel
- accommodation: as unit costs in accordance with the method set out in Annex 2a if covered by Decision C(2021)35¹² or otherwise as costs actually incurred and in line with the beneficiary's usual practices on travel
- subsistence: as unit costs in accordance with the method set out in Annex 2a if covered by Decision C(2021)35¹³ or otherwise as costs actually incurred and in line with the beneficiary's usual practices on travel.

C.2 Equipment

Purchases of **equipment, infrastructure or other assets** used for the action must be declared as depreciation costs, calculated on the basis of the costs actually incurred and written off in accordance with international accounting standards and the beneficiary's usual accounting practices.

Only the portion of the costs that corresponds to the rate of actual use for the action during the action duration can be taken into account.

Costs for **renting or leasing** equipment, infrastructure or other assets are also eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees.

C.3 Other goods, works and services

Purchases of **other goods, works and services** must be calculated on the basis of the costs actually incurred.

Such goods, works and services include, for instance, consumables and supplies, promotion, dissemination, protection of results, translations, publications, certificates and financial guarantees, if required under the Agreement.

D. Other cost categories

D.1 Financial support to third parties

Costs for providing financial support to third parties (in the form of **grants, prizes** or similar forms of support; if any) are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred and the support is implemented in accordance with the conditions set out in Annex 1.

¹¹ Commission Decision of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

¹² Commission Decision of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

¹³ Commission Decision of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

These conditions must ensure objective and transparent selection procedures and include at least the following:

- (a) for grants (or similar):
 - (i) the maximum amount of financial support for each third party ('recipient'); this amount may not exceed the amount set out in the Data Sheet (see Point 3) or otherwise agreed with the granting authority
 - (ii) the criteria for calculating the exact amount of the financial support
 - (iii) the different types of activity that qualify for financial support, on the basis of a closed list
 - (iv) the persons or categories of persons that will be supported and
 - (v) the criteria and procedures for giving financial support
- (b) for prizes (or similar):
 - (i) the eligibility and award criteria
 - (ii) the amount of the prize and
 - (iii) the payment arrangements.

Indirect costs

E. Indirect costs

Indirect costs will be reimbursed at the flat-rate of 7% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any).

Contributions

Not applicable

6.3 Ineligible costs and contributions

The following costs or contributions are **ineligible**:

- (a) costs or contributions that do not comply with the conditions set out above (Article 6.1 and 6.2), in particular:
 - (i) costs related to return on capital and dividends paid by a beneficiary
 - (ii) debt and debt service charges
 - (iii) provisions for future losses or debts
 - (iv) interest owed
 - (v) currency exchange losses
 - (vi) bank costs charged by the beneficiary's bank for transfers from the granting authority

- (vii) excessive or reckless expenditure
 - (viii) deductible or refundable VAT (including VAT paid by public bodies acting as public authority)
 - (ix) costs incurred or contributions for activities implemented during grant agreement suspension (see Article 31)
 - (x) in-kind contributions by third parties
- (b) costs or contributions declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following cases:
- (i) Synergy actions: not applicable
 - (ii) if the action grant is combined with an operating grant¹⁴ running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant
- (c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration’s normal activities (i.e. not undertaken only because of the grant)
- (d) costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies
- (e) other :
- (i) country restrictions for eligible costs: not applicable
 - (ii) costs or contributions declared specifically ineligible in the call conditions.

6.4 Consequences of non-compliance

If a beneficiary declares costs or contributions that are ineligible, they will be rejected (see Article 27).

This may also lead to other measures described in Chapter 5.

CHAPTER 4 GRANT IMPLEMENTATION

SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS

ARTICLE 7 — BENEFICIARIES

¹⁴ For the definition, see Article 180(2)(b) of EU Financial Regulation 2018/1046: ‘**operating grant**’ means an EU grant to finance “the functioning of a body which has an objective forming part of and supporting an EU policy”.

The beneficiaries, as signatories of the Agreement, are fully responsible towards the granting authority for implementing it and for complying with all its obligations.

They must implement the Agreement to their best abilities, in good faith and in accordance with all the obligations and terms and conditions it sets out.

They must have the appropriate resources to implement the action and implement the action under their own responsibility and in accordance with Article 11. If they rely on affiliated entities or other participants (see Articles 8 and 9), they retain sole responsibility towards the granting authority and the other beneficiaries.

They are jointly responsible for the *technical* implementation of the action. If one of the beneficiaries fails to implement their part of the action, the other beneficiaries must ensure that this part is implemented by someone else (without being entitled to an increase of the maximum grant amount and subject to an amendment; see Article 39). The *financial* responsibility of each beneficiary in case of recoveries is governed by Article 22.

The beneficiaries (and their action) must remain eligible under the EU programme funding the grant for the entire duration of the action. Costs and contributions will be eligible only as long as the beneficiary and the action are eligible.

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

(a) Each beneficiary must:

- (i) keep information stored in the Portal Participant Register up to date (see Article 19)
- (ii) inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 19)
- (iii) submit to the coordinator in good time:
 - the prefinancing guarantees (if required; see Article 23)
 - the financial statements and certificates on the financial statements (CFS) (if required; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
 - the contribution to the deliverables and technical reports (see Article 21)
 - any other documents or information required by the granting authority under the Agreement
- (iv) submit via the Portal data and information related to the participation of their affiliated entities.

(b) The coordinator must:

- (i) monitor that the action is implemented properly (see Article 11)
- (ii) act as the intermediary for all communications between the consortium and the granting authority, unless the Agreement or granting authority specifies otherwise, and in particular:

- submit the prefinancing guarantees to the granting authority (if any)
 - request and review any documents or information required and verify their quality and completeness before passing them on to the granting authority
 - submit the deliverables and reports to the granting authority
 - inform the granting authority about the payments made to the other beneficiaries (report on the distribution of payments; if required, see Articles 22 and 32)
- (iii) distribute the payments received from the granting authority to the other beneficiaries without unjustified delay (see Article 22).

The coordinator may not delegate or subcontract the above-mentioned tasks to any other beneficiary or third party (including affiliated entities).

However, coordinators which are public bodies may delegate the tasks set out in Point (b)(ii) last indent and (iii) above to entities with ‘authorisation to administer’ which they have created or which are controlled by or affiliated to them. In this case, the coordinator retains sole responsibility for the payments and for compliance with the obligations under the Agreement.

Moreover, coordinators which are ‘sole beneficiaries’¹⁵ (or similar, such as European research infrastructure consortia (ERICs)) may delegate the tasks set out in Point (b)(i) to (iii) above to one of their members. The coordinator retains sole responsibility for compliance with the obligations under the Agreement.

The beneficiaries must have **internal arrangements** regarding their operation and co-ordination, to ensure that the action is implemented properly.

If required by the granting authority (see Data Sheet, Point 1), these arrangements must be set out in a written **consortium agreement** between the beneficiaries, covering for instance:

- the internal organisation of the consortium
- the management of access to the Portal
- different distribution keys for the payments and financial responsibilities in case of recoveries (if any)
- additional rules on rights and obligations related to background and results (see Article 16)
- settlement of internal disputes
- liability, indemnification and confidentiality arrangements between the beneficiaries.

The internal arrangements must not contain any provision contrary to this Agreement.

ARTICLE 8 — AFFILIATED ENTITIES

¹⁵ For the definition, see Article 187(2) EU Financial Regulation 2018/1046: “Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the **sole beneficiary**, including where it is specifically established for the purpose of implementing the action financed by the grant.”

Not applicable

ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

9.1 Associated partners

Not applicable

9.2 Third parties giving in-kind contributions to the action

Other third parties may give in-kind contributions to the action (i.e. personnel, equipment, other goods, works and services, etc. which are free-of-charge), if necessary for the implementation.

Third parties giving in-kind contributions do not implement any action tasks. They may not charge costs or contributions to the action and the costs for the in-kind contributions are not eligible.

The third parties and their in-kind contributions should be set out in Annex 1.

9.3 Subcontractors

Subcontractors may participate in the action, if necessary for the implementation.

Subcontractors must implement their action tasks in accordance with Article 11. The costs for the subcontracted tasks (invoiced price from the subcontractor) are eligible and may be charged by the beneficiaries, under the conditions set out in Article 6. The costs will be included in Annex 2 as part of the beneficiaries' costs.

The beneficiaries must ensure that their contractual obligations under Articles 11 (proper implementation), 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the subcontractors.

The beneficiaries must ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the subcontractors.

9.4 Recipients of financial support to third parties

If the action includes providing financial support to third parties (e.g. grants, prizes or similar forms of support), the beneficiaries must ensure that their contractual obligations under Articles 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the third parties receiving the support (recipients).

The beneficiaries must also ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the recipients.

ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

10.1 Non-EU participants

Participants which are established in a non-EU country (if any) undertake to comply with their obligations under the Agreement and:

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC¹⁶
- for the controls under Article 25: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

Special rules on dispute settlement apply (see Data Sheet, Point 5).

10.2 Participants which are international organisations

Participants which are international organisations (IOs; if any) undertake to comply with their obligations under the Agreement and:

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use either independent public officers or external auditors which comply with comparable standards as those set out in EU Directive 2006/43/EC
- for the controls under Article 25: to allow for the checks, reviews, audits and investigations by the bodies mentioned in that Article, taking into account the specific agreements concluded by them and the EU (if any).

For such participants, nothing in the Agreement will be interpreted as a waiver of their privileges or immunities, as accorded by their constituent documents or international law.

Special rules on applicable law and dispute settlement apply (see Article 43 and Data Sheet, Point 5).

10.3 Pillar-assessed participants

Pillar-assessed participants (if any) may rely on their own systems, rules and procedures, in so far as they have been positively assessed and do not call into question the decision awarding the grant or breach the principle of equal treatment of applicants or beneficiaries.

‘Pillar-assessment’ means a review by the European Commission on the systems, rules and procedures which participants use for managing EU grants (in particular internal control system, accounting system, external audits, financing of third parties, rules on recovery and exclusion, information on recipients and protection of personal data; see Article 154 EU Financial Regulation 2018/1046).

¹⁶ 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).

Participants with a positive pillar assessment may rely on their own systems, rules and procedures, in particular for:

- record-keeping (Article 20): may be done in accordance with internal standards, rules and procedures
- currency conversion for financial statements (Article 21): may be done in accordance with usual accounting practices
- guarantees (Article 23): for public law bodies, prefinancing guarantees are not needed
- certificates (Article 24):
 - certificates on the financial statements (CFS): may be provided by their regular internal or external auditors and in accordance with their internal financial regulations and procedures
 - certificates on usual accounting practices (CoMUC): are not needed if those practices are covered by an ex-ante assessment

and use the following specific rules, for:

- recoveries (Article 22): in case of financial support to third parties, there will be no recovery if the participant has done everything possible to retrieve the undue amounts from the third party receiving the support (including legal proceedings) and non-recovery is not due to an error or negligence on its part
- checks, reviews, audits and investigations by the EU (Article 25): will be conducted taking into account the rules and procedures specifically agreed between them and the framework agreement (if any)
- impact evaluation (Article 26): will be conducted in accordance with the participant's internal rules and procedures and the framework agreement (if any)
- grant agreement suspension (Article 31): certain costs incurred during grant suspension are eligible (notably, minimum costs necessary for a possible resumption of the action and costs relating to contracts which were entered into before the pre-information letter was received and which could not reasonably be suspended, reallocated or terminated on legal grounds)
- grant agreement termination (Article 32): the final grant amount and final payment will be calculated taking into account also costs relating to contracts due for execution only after termination takes effect, if the contract was entered into before the pre-information letter was received and could not reasonably be terminated on legal grounds
- liability for damages (Article 33.2): the granting authority must be compensated for 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 only if the damage is due to an infringement of the participant's internal rules and procedures or due to a violation of third parties' rights by the participant or one of its employees or individual for whom the employees are responsible.

Participants whose pillar assessment covers procurement and granting procedures may also do

purchases, subcontracting and financial support to third parties (Article 6.2) in accordance with their internal rules and procedures for purchases, subcontracting and financial support.

Participants whose pillar assessment covers data protection rules may rely on their internal standards, rules and procedures for data protection (Article 15).

The participants may however not rely on provisions which would breach the principle of equal treatment of applicants or beneficiaries or call into question the decision awarding the grant, such as in particular:

- eligibility (Article 6)
- consortium roles and set-up (Articles 7-9)
- security and ethics (Articles 13, 14)
- IPR (including background and results, access rights and rights of use), communication, dissemination and visibility (Articles 16 and 17)
- information obligation (Article 19)
- payment, reporting and amendments (Articles 21, 22 and 39)
- rejections, reductions, suspensions and terminations (Articles 27, 28, 29-32)

If the pillar assessment was subject to remedial measures, reliance on the internal systems, rules and procedures is subject to compliance with those remedial measures.

Participants whose assessment has not yet been updated to cover (the new rules on) data protection may rely on their internal systems, rules and procedures, provided that they ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subject
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the personal data.

Participants must inform the coordinator without delay of any changes to the systems, rules and procedures that were part of the pillar assessment. The coordinator must immediately inform the granting authority.

Pillar-assessed participants that have also concluded a framework agreement with the EU, may moreover — under the same conditions as those above (i.e. not call into question the decision awarding

the grant or breach the principle of equal treatment of applicants or beneficiaries) — rely on the provisions set out in that framework agreement.

SECTION 2 RULES FOR CARRYING OUT THE ACTION

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

11.1 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, the call conditions and all legal obligations under applicable EU, international and national law.

11.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

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

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

12.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28) and the grant or the beneficiary may be terminated (see Article 32).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the action and for at least until the time-limit set out in the Data Sheet (see Point 6).

If a beneficiary requests, the granting authority may agree to keep such information confidential for a longer period.

Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if they:

- (a) need to know it in order to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

The granting authority may disclose sensitive information to its staff and to other EU institutions and bodies.

It may moreover disclose sensitive information to third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

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

Specific confidentiality rules (if any) are set out in Annex 5.

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444¹⁷ and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority.

Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

Specific security rules (if any) are set out in Annex 5.

13.3 Consequences of non-compliance

¹⁷ Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 14 — ETHICS AND VALUES

14.1 Ethics

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

Specific ethics rules (if any) are set out in Annex 5.

14.2 Values

The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

Specific rules on values (if any) are set out in Annex 5.

14.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 15 — DATA PROTECTION

15.1 Data processing by the granting authority

Any personal data under the Agreement will be processed under the responsibility of the data controller of the granting authority in accordance with and for the purposes set out in the Portal Privacy Statement.

For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725¹⁸.

15.2 Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679¹⁹).

¹⁸ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

¹⁹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).

They must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the data.

The beneficiaries may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement. The beneficiaries must ensure that the personnel is under a confidentiality obligation.

The beneficiaries must inform the persons whose data are transferred to the granting authority and provide them with the Portal Privacy Statement.

15.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE

16.1 Background and access rights to background

The beneficiaries must give each other and the other participants access to the background identified as needed for implementing the action, subject to any specific rules in Annex 5.

‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is:

- (a) held by the beneficiaries before they acceded to the Agreement and
- (b) needed to implement the action or exploit the results.

If background is subject to rights of a third party, the beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement.

16.2 Ownership of results

The granting authority does not obtain ownership of the results produced under the action.

‘Results’ means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes

The granting authority has the right to use non-sensitive information relating to the action and materials and documents received from the beneficiaries (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes — during the action or afterwards.

The right to use the beneficiaries’ materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

- (a) **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (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** (including shortening, summarising, inserting other elements (e.g. 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) **storage** in paper, electronic or other form
- (f) **archiving**, in line with applicable document-management rules
- (g) the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority
- (h) **processing**, analysing, aggregating the materials, documents and information received and **producing derivative works**.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Where applicable, the granting authority will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions.”

16.4 Specific rules on IPR, results and background

Specific rules regarding intellectual property rights, results and background (if any) are set out in Annex 5.

16.5 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such a breach may also lead to other measures described in Chapter 5.

ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

17.1 Communication — Dissemination — Promoting the action

Unless otherwise agreed with the granting authority, the beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with Annex 1 and in a strategic, coherent and effective manner.

Before engaging in a communication or dissemination activity expected to have a major media impact, the beneficiaries must inform the granting authority.

17.2 Visibility — European flag and funding statement

Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



Funded by the
European Union



Co-funded by the
European Union



Funded by the
European Union



Co-funded by the
European Union

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

17.3 Quality of information — Disclaimer

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them.”

17.4 Specific communication, dissemination and visibility rules

Specific communication, dissemination and visibility rules (if any) are set out in Annex 5.

17.5 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

Not applicable

SECTION 3 GRANT ADMINISTRATION

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

The beneficiaries must provide — during the action or afterwards and in accordance with Article 7 — any information requested in order to verify eligibility of the costs or contributions declared, proper implementation of the action and compliance with the other obligations under the Agreement.

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

19.2 Participant Register data updates

The beneficiaries must keep — at all times, during the action or afterwards — their information stored in the Portal Participant Register up to date, in particular, their name, address, legal representatives, legal form and organisation type.

19.3 Information about events and circumstances which impact the action

The beneficiaries must immediately inform the granting authority (and the other beneficiaries) of any of the following:

- (a) **events** which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:
 - (i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)
 - (ii) linked action information: not applicable
- (b) **circumstances** affecting:
 - (i) the decision to award the grant or
 - (ii) compliance with requirements under the Agreement.

19.4 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

The beneficiaries must — at least until the time-limit set out in the Data Sheet (see Point 6) — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any).

In addition, the beneficiaries must — for the same period — keep the following to justify the amounts declared:

- (a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the beneficiaries' usual accounting 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 documents
- (b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied
- (c) for the following simplified costs and contributions: the beneficiaries do not need to keep specific records on the actual costs incurred, but must keep:
 - (i) for unit costs and contributions (if any): adequate records and supporting documents to prove the number of units declared
 - (ii) for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as described in Annex 1
 - (iii) for financing not linked to costs (if any): adequate records and supporting documents to prove the achievement of the results or the fulfilment of the conditions as described in Annex 1
- (d) for unit, flat-rate and lump sum costs and contributions according to usual cost accounting practices (if any): the beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in Articles 6.1 and 6.2.

Moreover, the following is needed for specific budget categories:

- (e) for personnel costs: time worked for the beneficiary under the action must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; the granting authority may accept alternative evidence supporting the time worked for the action declared, if it considers that it offers an adequate level of assurance
- (f) additional record-keeping rules: not applicable

The records and supporting documents must be made available upon request (see Article 19) or in the context of checks, reviews, audits or investigations (see Article 25).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Article 25), the beneficiaries must keep these 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 granting authority may accept non-original documents if they offer a comparable level of assurance.

20.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 21 — REPORTING

21.1 Continuous reporting

The beneficiaries must continuously report on the progress of the action (e.g. **deliverables, milestones, outputs/outcomes, critical risks, indicators**, etc; if any), in the Portal Continuous Reporting tool and in accordance with the timing and conditions it sets out (as agreed with the granting authority).

Standardised deliverables (e.g. progress reports not linked to payments, reports on cumulative expenditure, special reports, etc; if any) must be submitted using the templates published on the Portal.

21.2 Periodic reporting: Technical reports and financial statements

In addition, the beneficiaries must provide reports to request payments, in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2):

- for additional prefinancings (if any): an **additional prefinancing report**
- for interim payments (if any) and the final payment: a **periodic report**.

The prefinancing and periodic reports include a technical and financial part.

The technical part includes an overview of the action implementation. It must be prepared using the template available in the Portal Periodic Reporting tool.

The financial part of the additional prefinancing report includes a statement on the use of the previous prefinancing payment.

The financial part of the periodic report includes:

- the financial statements (individual and consolidated; for all beneficiaries/affiliated entities)
- the explanation on the use of resources (or detailed cost reporting table, if required)
- the certificates on the financial statements (CFS) (if required; see Article 24.2 and Data Sheet, Point 4.3).

The **financial statements** must detail the eligible costs and contributions for each budget category and, for the final payment, also the revenues for the action (see Articles 6 and 22).

All eligible costs and contributions incurred should be declared, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts that are not declared in the individual financial statements will not be taken into account by the granting authority.

By signing the financial statements (directly in the Portal Periodic Reporting tool), the beneficiaries confirm that:

- the information provided is complete, reliable and true
- the costs and contributions declared are eligible (see Article 6)
- the costs and contributions can be substantiated by adequate records and supporting documents (see Article 20) that will be produced upon request (see Article 19) or in the context of checks, reviews, audits and investigations (see Article 25)
- for the final periodic report: all the revenues have been declared (if required; see Article 22).

Beneficiaries will have to submit also the financial statements of their affiliated entities (if any). In case of recoveries (see Article 22), beneficiaries will be held responsible also for the financial statements of their affiliated entities.

21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

Beneficiaries with general accounts 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* (ECB website), calculated over the corresponding reporting period.

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

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

21.4 Reporting language

The reporting must be in the language of the Agreement, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

21.5 Consequences of non-compliance

If a report submitted does not comply with this Article, the granting authority may suspend the payment deadline (see Article 29) and apply other measures described in Chapter 5.

If the coordinator breaches its reporting obligations, the granting authority may terminate the grant or the coordinator's participation (see Article 32) or apply other measures described in Chapter 5.

ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE

22.1 Payments and payment arrangements

Payments will be made in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2).

They will be made in euro to the bank account indicated by the coordinator (see Data Sheet, Point 4.2) and must be distributed without unjustified delay (restrictions may apply to distribution of the initial prefinancing payment; see Data Sheet, Point 4.2).

Payments to this bank account will discharge the granting authority from its payment obligation.

The cost of payment transfers will be borne as follows:

- the granting authority 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.

Payments by the granting authority will be considered to have been carried out on the date when they are debited to its account.

22.2 Recoveries

Recoveries will be made, if — at beneficiary termination, final payment or afterwards — it turns out that the granting authority has paid too much and needs to recover the amounts undue.

The general liability regime for recoveries (first-line liability) is as follows: At final payment, the coordinator will be fully liable for recoveries, even if it has not been the final recipient of the undue amounts. At beneficiary termination or after final payment, recoveries will be made directly against the beneficiaries concerned.

Beneficiaries will be fully liable for repaying the debts of their affiliated entities.

In case of enforced recoveries (see Article 22.4):

- the beneficiaries will be jointly and severally liable for repaying debts of another beneficiary under the Agreement (including late-payment interest), if required by the granting authority (see Data Sheet, Point 4.4)
- affiliated entities will be held liable for repaying debts of their beneficiaries under the Agreement (including late-payment interest), if required by the granting authority (see Data Sheet, Point 4.4).

22.3 Amounts due

22.3.1 Prefinancing payments

The aim of the prefinancing is to provide the beneficiaries with a float.

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

For **initial prefinancings** (if any), the amount due, schedule and modalities are set out in the Data Sheet (see Point 4.2).

For **additional prefinancings** (if any), the amount due, schedule and modalities are also set out in the Data Sheet (see Point 4.2). However, if the statement on the use of the previous prefinancing payment shows that less than 70% was used, the amount set out in the Data Sheet will be reduced by the difference between the 70% threshold and the amount used.

Prefinancing payments (or parts of them) may be offset (without the beneficiaries' consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

For grants where the granting authority is the European Commission or an EU executive agency, offsetting may also be done against amounts owed to other Commission services or executive agencies.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

22.3.2 Amount due at beneficiary termination — Recovery

In case of beneficiary termination, the granting authority will determine the provisional amount due for the beneficiary concerned. Payments (if any) will be made with the next interim or final payment.

The **amount due** will be calculated in the following step:

Step 1 — Calculation of the total accepted EU contribution

Step 1 — Calculation of the total accepted EU contribution

The granting authority will first calculate the 'accepted EU contribution' for the beneficiary for all reporting periods, by calculating the 'maximum EU contribution to costs' (applying the funding rate to the accepted costs of the beneficiary), taking into account requests for a lower contribution to costs and CFS threshold cappings (if any; see Article 24.5) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

After that, the granting authority will take into account grant reductions (if any). The resulting amount is the 'total accepted EU contribution' for the beneficiary.

The **balance** is then calculated by deducting the payments received (if any; see report on the distribution of payments in Article 32), from the total accepted EU contribution:

$$\left\{ \begin{array}{l} \text{total accepted EU contribution for the beneficiary} \\ \text{minus} \\ \text{prefinancing and interim payments received (if any)} \end{array} \right\}.$$

If the balance is **positive**, the amount will be included in the next interim or final payment to the consortium.

If the balance is **negative**, it will be **recovered** in accordance with the following procedure:

The granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to recover, the amount due, the amount to be recovered and the reasons why and

- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered and ask this amount to be paid to the coordinator (**confirmation letter**).

The amounts will later on also be taken into account for the next interim or final payment.

22.3.3 Interim payments

Interim payments reimburse the eligible costs and contributions claimed for the implementation of the action during the reporting periods (if any).

Interim payments (if any) will be made in accordance with the schedule and modalities set out the Data Sheet (see Point 4.2).

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

The **interim payment** will be calculated by the granting authority in the following steps:

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the interim payment ceiling

Step 1 — Calculation of the total accepted EU contribution

The granting authority will calculate the ‘accepted EU contribution’ for the action for the reporting period, by first calculating the ‘maximum EU contribution to costs’ (applying the funding rate to the accepted costs of each beneficiary), taking into account requests for a lower contribution to costs, and CFS threshold cappings (if any; see Article 24.5) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

After that, the granting authority will take into account grant reductions from beneficiary termination (if any). The resulting amount is the ‘total accepted EU contribution’.

Step 2 — Limit to the interim payment ceiling

The resulting amount is then capped to ensure that the total amount of prefinancing and interim payments (if any) does not exceed the interim payment ceiling set out in the Data Sheet (see Point 4.2).

Interim payments (or parts of them) may be offset (without the beneficiaries’ consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

For grants where the granting authority is the European Commission or an EU executive agency, offsetting may also be done against amounts owed to other Commission services or executive agencies.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

22.3.4 Final payment — Final grant amount — Revenues and Profit — Recovery

The final payment (payment of the balance) reimburses the remaining part of the eligible costs and contributions claimed for the implementation of the action (if any).

The final payment will be made in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2).

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

The **final grant amount for the action** will be calculated in the following steps:

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

Step 1 — Calculation of the total accepted EU contribution

The granting authority will first calculate the ‘accepted EU contribution’ for the action for all reporting periods, by calculating the ‘maximum EU contribution to costs’ (applying the funding rate to the total accepted costs of each beneficiary), taking into account requests for a lower contribution to costs, CFS threshold cappings (if any; see Article 24.5) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

After that, the granting authority will take into account grant reductions (if any). The resulting amount is the ‘total accepted EU contribution’.

Step 2 — Limit to the maximum grant amount

If the resulting amount is higher than the maximum grant amount set out in Article 5.2, it will be limited to the latter.

Step 3 — Reduction due to the no-profit rule

If the no-profit rule is provided for in the Data Sheet (see Point 4.2), the grant must not produce a profit (i.e. surplus of the amount obtained following Step 2 plus the action’s revenues, over the eligible costs and contributions approved by the granting authority).

‘Revenue’ is all income generated by the action, during its duration (see Article 4), for beneficiaries that are profit legal entities.

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

The **balance** (final payment) is then calculated by deducting the total amount of prefinancing and interim payments already made (if any), from the final grant amount:

$$\left\{ \begin{array}{l} \text{final grant amount} \\ \text{minus} \\ \text{prefinancing and interim payments made (if any)} \end{array} \right\}.$$

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

The final payment (or part of it) may be offset (without the beneficiaries' consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

For grants where the granting authority is the European Commission or an EU executive agency, offsetting may also be done against amounts owed to other Commission services or executive agencies.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

If the balance is **negative**, it will be **recovered** in accordance with the following procedure:

The granting authority will send a **pre-information letter** to the coordinator:

- formally notifying the intention to recover, the final grant amount, the amount to be recovered and the reasons why
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered (**confirmation letter**), together with a **debit note** with the terms and date for payment.

If payment is not made by the date specified in the debit note, the granting authority will **enforce recovery** in accordance with Article 22.4.

22.3.5 Audit implementation after final payment — Revised final grant amount — Recovery

If — after the final payment (in particular, after checks, reviews, audits or investigations; see Article 25) — the granting authority rejects costs or contributions (see Article 27) or reduces the grant (see Article 28), it will calculate the **revised final grant amount** for the beneficiary concerned.

The **beneficiary revised final grant amount** will be calculated in the following step:

Step 1 — Calculation of the revised total accepted EU contribution

Step 1 — Calculation of the revised total accepted EU contribution

The granting authority will first calculate the 'revised accepted EU contribution' for the beneficiary, by calculating the 'revised accepted costs' and 'revised accepted contributions'.

After that, it will take into account grant reductions (if any). The resulting 'revised total accepted EU contribution' is the beneficiary revised final grant amount.

If the revised final grant amount is lower than the beneficiary's final grant amount (i.e. its share in the final grant amount for the action), it will be **recovered** in accordance with the following procedure:

The **beneficiary final grant amount** (i.e. share in the final grant amount for the action) is calculated as follows:

{total accepted EU contribution for the beneficiary

divided by
 total accepted EU contribution for the action}
 multiplied by
 final grant amount for the action}.

The granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to recover, the amount to be recovered and the reasons why and
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered (**confirmation letter**), together with a **debit note** with the terms and the date for payment.

Recoveries against affiliated entities (if any) will be handled through their beneficiaries.

If payment is not made by the date specified in the debit note, the granting authority will **enforce recovery** in accordance with Article 22.4.

22.4 Enforced recovery

If payment is not made by the date specified in the debit note, the amount due will be recovered:

- (a) by offsetting the amount — without the coordinator or beneficiary's consent — against any amounts owed to the coordinator or beneficiary by the granting authority.

In exceptional circumstances, to safeguard the EU financial interests, the amount may be offset before the payment date specified in the debit note.

For grants where the granting authority is the European Commission or an EU executive agency, debts may also be offset against amounts owed by other Commission services or executive agencies.

- (b) by drawing on the financial guarantee(s) (if any)
- (c) by holding other beneficiaries jointly and severally liable (if any; see Data Sheet, Point 4.4)
- (d) by holding affiliated entities jointly and severally liable (if any, see Data Sheet, Point 4.4)
- (e) by taking legal action (see Article 43) or, provided that the granting authority is the European Commission or an EU executive agency, by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2018/1046.

The amount to be recovered will be increased by **late-payment interest** at the rate set out in Article 22.5, from the day following the payment date in the debit note, up to and including the date the full payment is received.

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 2015/2366²⁰ applies.

For grants where the granting authority is an EU executive agency, enforced recovery by offsetting or enforceable decision will be done by the services of the European Commission (see also Article 43).

22.5 Consequences of non-compliance

22.5.1 If the granting authority 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 the rate specified in the Data Sheet (Point 4.2). 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 on 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).

If payments or the payment deadline are suspended (see Articles 29 and 30), payment will not be considered as late.

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.

22.5.2 If the coordinator breaches any of its obligations under this Article, the grant may be reduced (see Article 28) and the grant or the coordinator may be terminated (see Article 32).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 23 — GUARANTEES

23.1 Prefinancing guarantee

If required by the granting authority (see Data Sheet, Point 4.2), the beneficiaries must provide (one or more) prefinancing guarantee(s) in accordance with the timing and the amounts set out in the Data Sheet.

The coordinator must submit them to the granting authority in due time before the prefinancing they are linked to.

The guarantees must be drawn up using the template published on the Portal and fulfil the following conditions:

²⁰ Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, p. 35).

- (a) be provided by a bank or approved financial institution established in the EU or — if requested by the coordinator and accepted by the granting authority — by a third party or a bank or financial institution established outside the EU offering equivalent security
- (b) the guarantor stands as first-call guarantor and does not require the granting authority to first have recourse against the principal debtor (i.e. the beneficiary concerned) and
- (c) remain explicitly in force until the final payment and, if the final payment takes the form of a recovery, until five months after the debit note is notified to a beneficiary.

They will be released within the following month.

23.2 Consequences of non-compliance

If the beneficiaries breach their obligation to provide the prefinancing guarantee, the prefinancing will not be paid.

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 24 — CERTIFICATES

24.1 Operational verification report (OVR)

Not applicable

24.2 Certificate on the financial statements (CFS)

If required by the granting authority (see Data Sheet, Point 4.3), the beneficiaries must provide certificates on their financial statements (CFS), in accordance with the schedule, threshold and conditions set out in the Data Sheet.

The coordinator must submit them as part of the periodic report (see Article 21).

The certificates must be drawn up using the template published on the Portal, cover the costs declared on the basis of actual costs and costs according to usual cost accounting practices (if any), and fulfil the following conditions:

- (a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC²¹ (or for public bodies: by a competent independent public officer)
- (b) the verification must be carried out according to the highest professional standards to ensure that the financial statements comply with the provisions under the Agreement and that the costs declared are eligible.

The certificates will not affect the granting authority's right to carry out its own checks, reviews or audits, nor preclude the European Court of Auditors (ECA), the European Public Prosecutor's Office (EPPO) or the European Anti-Fraud Office (OLAF) from using their prerogatives for audits and investigations under the Agreement (see Article 25).

²¹ 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).

If the costs (or a part of them) were already audited by the granting authority, these costs do not need to be covered by the certificate and will not be counted for calculating the threshold (if any).

24.3 Certificate on the compliance of usual cost accounting practices (CoMUC)

Not applicable

24.4 Systems and process audit (SPA)

Not applicable

24.5 Consequences of non-compliance

If a beneficiary does not submit a certificate on the financial statements (CFS) or the certificate is rejected, the accepted EU contribution to costs will be capped to reflect the CFS threshold.

If a beneficiary breaches any of its other obligations under this Article, the granting authority may apply the measures described in Chapter 5.

ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

The granting authority may — during the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing costs and contributions, deliverables and reports.

25.1.2 Project reviews

The granting authority may carry out reviews on the proper implementation of the action and compliance with the obligations under the Agreement (general project reviews or specific issues reviews).

Such project reviews may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiary concerned and will be considered to start on the date of the notification.

If needed, the granting authority may be assisted by independent, outside experts. If it uses outside experts, the coordinator or beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The coordinator or beneficiary concerned must cooperate diligently and 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 granting authority may request beneficiaries to provide such information to it directly. Sensitive information and documents will be treated in accordance with Article 13.

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

For **on-the-spot visits**, the beneficiary concerned must allow access to sites and premises (including to the outside experts) 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 **project review report** will be drawn up.

The granting authority will formally notify the project review report to the coordinator or beneficiary concerned, which has 30 days from receiving notification to make observations.

Project reviews (including project review reports) will be in the language of the Agreement.

25.1.3 Audits

The granting authority may carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Such audits may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the beneficiary concerned and will be considered to start on the date of the notification.

The granting authority may use its own audit service, delegate audits to a centralised service or use external audit firms. If it uses an external firm, the beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Article 13.

For **on-the-spot** visits, the beneficiary concerned must allow access to sites and premises (including for the external audit firm) 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 auditors will formally notify the draft audit report to the beneficiary concerned, which has 30 days from receiving notification to make observations (contradictory audit procedure).

The **final audit report** will take into account observations by the beneficiary concerned and will be formally notified to them.

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

25.2 European Commission checks, reviews and audits in grants of other granting authorities

Where the granting authority is not the European Commission, the latter has the same rights of checks, reviews and audits as the granting authority.

25.3 Access to records for assessing simplified forms of funding

The beneficiaries must give the European Commission access to their statutory records for the periodic assessment of simplified forms of funding which are used in EU programmes.

25.4 OLAF, EPPO and ECA audits and investigations

The following bodies may also carry out checks, reviews, audits and investigations — during the action or afterwards:

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013²² and No 2185/96²³
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

If requested by these bodies, the beneficiary concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections — as provided for under these Regulations.

To this end, the beneficiary concerned must keep all relevant information relating to the action, at least until the time-limit set out in the Data Sheet (Point 6) and, in any case, until any ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims have been concluded.

25.5 Consequences of checks, reviews, audits and investigations — Extension of results of reviews, audits or investigations

25.5.1 Consequences of checks, reviews, audits and investigations in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to rejections (see Article 27), grant reduction (see Article 28) or other measures described in Chapter 5.

Rejections or grant reductions after the final payment will lead to a revised final grant amount (see Article 22).

Findings in checks, reviews, audits or investigations during the action implementation may lead to a request for amendment (see Article 39), to change the description of the action set out in Annex 1.

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations in any EU grant may also lead to consequences in other EU grants awarded under similar conditions ('extension to other grants').

²² 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).

²³ Council Regulation (Euratom, EC) No 2185/96 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).

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

25.5.2 Extension from other grants

Results of checks, reviews, audits or investigations in other grants may be extended to this grant, if:

- (a) the beneficiary concerned is found, in other EU 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 — within the time-limit for audits set out in the Data Sheet (see Point 6).

The granting authority will formally notify the beneficiary concerned of the intention to extend the findings and the list of grants affected.

If the extension concerns **rejections of costs or contributions**: the 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 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.

If the extension concerns **grant reductions**: the notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the **correction rate for extrapolation**, established on the basis of the systemic or recurrent errors and the principle of proportionality.

The beneficiary concerned has **60 days** from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method/rate**.

On the basis of this, the granting authority will analyse the impact and decide on the implementation (i.e. start rejection or grant reduction procedures, either on the basis of the revised financial statements or the announced/alternative method/rate or a mix of those; see Articles 27 and 28).

25.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 26 — IMPACT EVALUATIONS

26.1 Impact evaluation

The granting authority may carry out impact evaluations of the action, measured against the objectives and indicators of the EU programme funding the grant.

Such evaluations may be started during implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiaries and will be considered to start on the date of the notification.

If needed, the granting authority may be assisted by independent outside experts.

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

26.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the granting authority may apply the measures described in Chapter 5.

CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

SECTION 1 REJECTIONS AND GRANT REDUCTION

ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS

27.1 Conditions

The granting authority will — at beneficiary termination, interim payment, final payment or afterwards — reject any costs or contributions which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 25).

The rejection may also be based on the extension of findings from other grants to this grant (see Article 25).

Ineligible costs or contributions will be rejected.

27.2 Procedure

If the rejection does not lead to a recovery, the granting authority will formally notify the coordinator or beneficiary concerned of the rejection, the amounts and the reasons why. The coordinator or beneficiary concerned may — within 30 days of receiving notification — submit observations if it disagrees with the rejection (payment review procedure).

If the rejection leads to a recovery, the granting authority will follow the contradictory procedure with pre-information letter set out in Article 22.

27.3 Effects

If the granting authority rejects costs or contributions, it will deduct them from the costs or contributions declared and then calculate the amount due (and, if needed, make a recovery; see Article 22).

ARTICLE 28 — GRANT REDUCTION

28.1 Conditions

The granting authority may — at beneficiary termination, final payment or afterwards — reduce the grant for a beneficiary, if:

- (a) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU 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 (see Article 25).

The amount of the reduction will be calculated for each beneficiary concerned and proportionate to the seriousness and the duration of the errors, irregularities or fraud or breach of obligations, by applying an individual reduction rate to their accepted EU contribution.

28.2 Procedure

If the grant reduction does not lead to a recovery, the granting authority will formally notify the coordinator or beneficiary concerned of the reduction, the amount to be reduced and the reasons why. The coordinator or beneficiary concerned may — within 30 days of receiving notification — submit observations if it disagrees with the reduction (payment review procedure).

If the grant reduction leads to a recovery, the granting authority will follow the contradictory procedure with pre-information letter set out in Article 22.

28.3 Effects

If the granting authority reduces the grant, it will deduct the reduction and then calculate the amount due (and, if needed, make a recovery; see Article 22).

SECTION 2 — SUSPENSION AND TERMINATION

ARTICLE 29 — PAYMENT DEADLINE SUSPENSION

29.1 Conditions

The granting authority may — at any moment — suspend the payment deadline if a payment cannot be processed because:

- (a) the required report (see Article 21) has not been submitted or is not complete or additional information is needed
- (b) there are doubts about the amount to be paid (e.g. ongoing audit extension procedure, queries about eligibility, need for a grant reduction, etc.) and additional checks, reviews, audits or investigations are necessary, or
- (c) there are other issues affecting the EU financial interests.

29.2 Procedure

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

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

If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** — and the remaining time to pay (see Data Sheet, Point 4.2) will resume.

If the suspension exceeds two months, the coordinator may request the granting authority to confirm if the suspension will continue.

If the payment deadline has been suspended due to the non-compliance of the report and the revised report is not submitted (or was submitted but is also rejected), the granting authority may also terminate the grant or the participation of the coordinator (see Article 32).

ARTICLE 30 — PAYMENT SUSPENSION

30.1 Conditions

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

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) 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 its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU 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.

If payments are suspended for one or more beneficiaries, the granting authority will make partial

payment(s) for the part(s) not suspended. If suspension concerns the final payment, the payment (or recovery) of the remaining amount after suspension is lifted will be considered to be the payment that closes the action.

30.2 Procedure

Before suspending payments, the granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to suspend payments and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

At the end of the suspension procedure, the granting authority will also inform the coordinator.

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

If the conditions for resuming payments are met, the suspension will be **lifted**. The granting authority will formally notify the beneficiary concerned (and the coordinator) and set the suspension end date.

During the suspension, no prefinancing will be paid to the beneficiaries concerned. For interim payments, the periodic reports for all reporting periods except the last one (see Article 21) must not contain any financial statements from the beneficiary concerned (or its affiliated entities). The coordinator must include them in the next periodic report after the suspension is lifted or — if suspension is not lifted before the end of the action — in the last periodic report.

ARTICLE 31 — GRANT AGREEMENT SUSPENSION

31.1 Consortium-requested GA suspension

31.1.1 Conditions and procedure

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

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the date the suspension takes effect; this date may be before the date of the submission of the amendment request and
- the expected date of resumption.

The suspension will **take effect** on the day specified in the amendment.

Once circumstances allow for implementation to resume, the coordinator must immediately request

another **amendment** of the Agreement to set the suspension end date, the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the amendment. This date may be before the date of the submission of the amendment request.

During the suspension, no prefinancing will be paid. Costs incurred or contributions for activities implemented during grant suspension are not eligible (see Article 6.3).

31.2 EU-initiated GA suspension

31.2.1 Conditions

The granting authority may suspend the grant or any part of it, if:

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) 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 its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU 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
- (c) other:
 - (i) linked action issues: not applicable
 - (ii) additional GA suspension grounds: not applicable.

31.2.2 Procedure

Before suspending the grant, the granting authority will send a **pre-information letter** to the coordinator:

- formally notifying the intention to suspend the grant and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

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

Once the conditions for resuming implementation of the action are met, the granting authority will formally notify the coordinator a **lifting of suspension letter**, in which it will set the suspension end date and invite the coordinator to request an amendment of the Agreement to set the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the lifting of suspension letter. This date may be before the date on which the letter is sent.

During the suspension, no prefinancing will be paid. Costs incurred or contributions for activities implemented during suspension are not eligible (see Article 6.3).

The beneficiaries may not claim damages due to suspension by the granting authority (see Article 33).

Grant suspension does not affect the granting authority's right to terminate the grant or a beneficiary (see Article 32) or reduce the grant (see Article 28).

ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION

32.1 Consortium-requested GA termination

32.1.1 Conditions and procedure

The beneficiaries may request the termination of the grant.

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the date the consortium ends work on the action ('end of work date') and
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

The termination will **take effect** on the termination date specified in the amendment.

If no reasons are given or if the granting authority considers the reasons do not justify termination, it may consider the grant terminated improperly.

32.1.2 Effects

The coordinator must — within 60 days from when termination takes effect — submit a **periodic report** (for the open reporting period until termination).

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before the end of work date (see Article 22). Costs relating to contracts due for execution only after the end of work are not eligible.

If the granting authority does not receive the report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

Improper termination may lead to a grant reduction (see Article 28).

After termination, the beneficiaries' obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

32.2 Consortium-requested beneficiary termination

32.2.1 Conditions and procedure

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

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the opinion of the beneficiary concerned (or proof that this opinion has been requested in writing)
- the date the beneficiary ends work on the action ('end of work date')
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

If the termination concerns the coordinator and is done without its agreement, the amendment request must be submitted by another beneficiary (acting on behalf of the consortium).

The termination will **take effect** on the termination date specified in the amendment.

If no information is given or if the granting authority considers that the reasons do not justify termination, it may consider the beneficiary to have been terminated improperly.

32.2.2 Effects

The coordinator must — within 60 days from when termination takes effect — submit:

- (i) a **report on the distribution of payments** to the beneficiary concerned
- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
- (iii) a second **request for amendment** (see Article 39) with other amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

The granting authority will calculate the amount due to the beneficiary on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before the end of work date (see Article 22). Costs relating to contracts due for execution only after the end of work are not eligible.

The information in the termination report must also be included in the periodic report for the next reporting period (see Article 21).

If the granting authority does not receive the termination report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

If the granting authority does not receive the report on the distribution of payments within the deadline, it will consider that:

- the coordinator did not distribute any payment to the beneficiary concerned and that
- the beneficiary concerned must not repay any amount to the coordinator.

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

If the second request for amendment is rejected by the granting authority (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the grant may be terminated (see Article 32).

Improper termination may lead to a reduction of the grant (see Article 31) or grant termination (see Article 32).

After termination, the concerned beneficiary's obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

32.3 EU-initiated GA or beneficiary termination

32.3.1 Conditions

The granting authority may terminate the grant 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 the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)
- (c) following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (d) implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (e) a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy

proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)

- (f) a beneficiary (or person with unlimited liability for its debts) is in breach of social security or tax obligations
- (g) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has been found guilty of grave professional misconduct
- (h) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
- (i) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)
- (j) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.)
- (k) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU 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 25)
- (l) despite a specific request by the granting authority, a beneficiary does not request — through the coordinator — an amendment to the Agreement to end the participation of one of its affiliated entities or associated partners that is in one of the situations under points (d), (f), (e), (g), (h), (i) or (j) and to reallocate its tasks, or
- (m) other:
 - (i) linked action issues: not applicable
 - (ii) additional GA termination grounds: not applicable.

32.3.2 Procedure

Before terminating the grant or participation of one or more beneficiaries, the granting authority will send a **pre-information letter** to the coordinator or beneficiary concerned:

- formally notifying the intention to terminate and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the termination and the date it will take effect (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

For beneficiary terminations, the granting authority will — at the end of the procedure — also inform the coordinator.

The termination will **take effect** the day after the confirmation notification is sent (or on a later date specified in the notification; ‘termination date’).

32.3.3 Effects

(a) for **GA termination**:

The coordinator must — within 60 days from when termination takes effect — submit a **periodic report** (for the last open reporting period until termination).

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

If the grant is terminated for breach of the obligation to submit reports, the coordinator may not submit any report after termination.

If the granting authority does not receive the report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

Termination does not affect the granting authority’s right to reduce the grant (see Article 28) or to impose administrative sanctions (see Article 34).

The beneficiaries may not claim damages due to termination by the granting authority (see Article 33).

After termination, the beneficiaries’ obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

(b) for **beneficiary termination**:

The coordinator must — within 60 days from when termination takes effect — submit:

- (i) a **report on the distribution of payments** to the beneficiary concerned
- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial

statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3)

- (iii) a **request for amendment** (see Article 39) with any amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

The granting authority will calculate the amount due to the beneficiary on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

The information in the termination report must also be included in the periodic report for the next reporting period (see Article 21).

If the granting authority does not receive the termination report within the deadline, only costs and contributions included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

If the granting authority does not receive the report on the distribution of payments within the deadline, it will consider that:

- the coordinator did not distribute any payment to the beneficiary concerned and that
- the beneficiary concerned must not repay any amount to the coordinator.

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

If the request for amendment is rejected by the granting authority (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the grant may be terminated (see Article 32).

After termination, the concerned beneficiary's obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS

ARTICLE 33 — DAMAGES

33.1 Liability of the granting authority

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

The granting authority cannot be held liable for any damage caused by any of the beneficiaries or other participants involved in the action, as a consequence of the implementation of the Agreement.

33.2 Liability of the beneficiaries

The beneficiaries must compensate the granting authority 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, provided that it was caused by gross negligence or wilful act.

The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 135 to 145 EU Financial Regulation 2018/1046 and Articles 4 and 7 of Regulation 2988/95²⁴).

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

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

‘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 other participants involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

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.

CHAPTER 6 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Forms and means of communication — Electronic management

²⁴ Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

EU grants are managed fully electronically through the EU Funding & Tenders Portal ('Portal').

All communications must be made electronically through the Portal, in accordance with the Portal Terms and Conditions and using the forms and templates provided there (except if explicitly instructed otherwise by the granting authority).

Communications must be made in writing and clearly identify the grant agreement (project number and acronym).

Communications must be made by persons authorised according to the Portal Terms and 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 their appointment letter (see Portal Terms and Conditions).

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

36.2 Date of communication

The sending date for communications made through the Portal will be the date and time of sending, as indicated by the time logs.

The receiving date for communications made through the Portal will be the date and time the communication is accessed, as indicated by the time logs. Formal notifications that have not been accessed within 10 days after sending, will be considered to have been accessed (see Portal Terms and Conditions).

If a communication is exceptionally made on paper (by e-mail or postal service), general principles apply (i.e. date of sending/receipt). Formal notifications by registered post with proof of delivery will be considered to have been received either on 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 Portal can be accessed via the Europa website.

The address for paper communications to the granting authority (if exceptionally allowed) is the official mailing address indicated on its website.

For beneficiaries, it is the legal address specified in the Portal Participant Register.

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

The provisions in the Data Sheet take precedence over the rest of the Terms and Conditions of the Agreement.

Annex 5 takes precedence over the Terms and Conditions; the Terms and Conditions take precedence over the Annexes other than Annex 5.

Annex 2 takes precedence over Annex 1.

ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES

In accordance with Regulation No 1182/71²⁵, 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.

‘Days’ means calendar days, not working days.

ARTICLE 39 — AMENDMENTS

39.1 Conditions

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 directly in the Portal Amendment tool.

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 granting authority may request additional information.

If the party receiving the request agrees, it must sign the amendment in the tool within 45 days of receiving notification (or any additional information the granting authority 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 of entry into force or other date specified in the amendment.

²⁵ 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).

ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

40.1 Accession of the beneficiaries mentioned in the Preamble

The beneficiaries which are not coordinator must accede to the grant by signing the accession form (see Annex 3) directly in the Portal Grant Preparation tool, within 30 days after the entry into force of the Agreement (see Article 44).

They will assume the rights and obligations under the Agreement with effect from the date of its entry into force (see Article 44).

If a beneficiary does not accede to the grant within the above deadline, the coordinator must — within 30 days — request an amendment (see Article 39) to terminate the beneficiary and make any changes necessary to ensure proper implementation of the action. This does not affect the granting authority's right to terminate the grant (see Article 32).

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 directly in the Portal Amendment tool.

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

Additions are also possible in mono-beneficiary grants.

ARTICLE 41 — TRANSFER OF THE AGREEMENT

In justified cases, the beneficiary of a mono-beneficiary grant may request the transfer of the grant to a new beneficiary, provided that this would not call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

The beneficiary must submit a request for **amendment** (see Article 39), with

- the reasons why
- the accession form (see Annex 3) signed by the new beneficiary directly in the Portal Amendment tool and
- additional supporting documents (if required by the granting authority).

The new beneficiary will assume the rights and obligations under the Agreement with effect from the date of accession specified in the accession form (see Annex 3).

ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY

The beneficiaries may not assign any of their claims for payment against the granting authority to

any third party, except if expressly approved in writing by the granting authority on the basis of a reasoned, written request by the coordinator (on behalf of the beneficiary concerned).

If the granting authority has not accepted the assignment or if 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 granting authority.

ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

43.1 Applicable law

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

Special rules may apply for beneficiaries which are international organisations (if any; see Data Sheet, Point 5).

43.2 Dispute settlement

If a dispute concerns the interpretation, application or validity of the Agreement, the parties must bring action before the EU General Court — or, on appeal, the EU Court of Justice — under Article 272 of the Treaty on the Functioning of the EU (TFEU).

For non-EU beneficiaries (if any), such disputes must be brought before the courts of Brussels, Belgium — unless an international agreement provides for the enforceability of EU court judgements.

For beneficiaries with arbitration as special dispute settlement forum (if any; see Data Sheet, Point 5), the dispute will — in the absence of an amicable settlement — be settled in accordance with the Rules for Arbitration published on the Portal.

If a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 22 and 34), the beneficiaries must bring action before the General Court — or, on appeal, the Court of Justice — under Article 263 TFEU.

For grants where the granting authority is an EU executive agency (see Preamble), actions against offsetting and enforceable decisions must be brought against the European Commission (not against the granting authority; see also Article 22).

ARTICLE 44 — ENTRY INTO FORCE

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

SIGNATURES

For the coordinator

For the granting authority



ANNEX 1



**Citizens, Equality, Rights and
Values Programme (CERV)**

Description of the action (DoA)

Part A

Part B

DESCRIPTION OF THE ACTION (PART A)

COVER PAGE

Part A of the Description of the Action (DoA) must be completed directly on the Portal Grant Preparation screens.

| PROJECT | |
|---|--|
| <i>Grant Preparation (General Information screen) — Enter the info.</i> | |
| Project number: | 101096969 |
| Project name: | Side by Side - Reinforcing integrated child protection services. |
| Project acronym: | SbS |
| Call: | CERV-2022-DAPHNE |
| Topic: | CERV-2022-DAPHNE |
| Type of action: | CERV-PJG |
| Service: | JUST/04 |
| Project starting date: | fixed date: 1 April 2023 |
| Project duration: | 18 months |

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| List of work packages | 4 |
| Staff effort | 7 |
| List of deliverables | 8 |
| List of milestones (outputs/outcomes) | 13 |
| List of critical risks | 13 |

PROJECT SUMMARY

Project summary

Grant Preparation (General Information screen) — Provide an overall description of your project (including context and overall objectives, planned activities and main achievements, and expected results and impacts (on target groups, change procedures, capacities, innovation etc)). This summary should give readers a clear idea of what your project is about.

Use the project summary from your proposal.

The overarching goal of this project is to increase the knowledge on adequate responses within social services on effective integrated mechanisms to prevent violence against children (VAC) and to reinforce child protection services in the Member States. Indirectly the project will also ensure that children at risk of harm have full access to quality, integrated child protection services. This goal will be met through three objectives:

- raise awareness of existing good practices on integrated VAC prevention models
- foster information exchange and dialogue between Member states' authorities and relevant child protection professionals to spread the use of good practices, discuss synergies and possible transnational cooperation.
- assess the training needs of child protection professionals to increase the capacity of child protection professionals to act in line with international standards on preventing VAC.

To achieve these objectives, the project will include the following activities:

1. Conducting four study visits to:
 - the national 'Meitheal' programme (IE)
 - the regional maternal and child protection service (FR)
 - the municipal, neighbourhood-centered approach – 'the Graz model' (AT)
 - the local 'Applying Safe Behaviours' project (IT)
2. the assessment of training needs of child protection professionals,
3. the development of compendium of good practices and training needs assessment report
4. two informative webinars disseminating the outcomes of the project.

The project will be coordinated by ESN, in cooperation with 5 partners: The Department of North (France), Tusla (Ireland), the City of Graz (Austria), SOS Children's Villages Italy and SOS Children's Villages International. ESN will develop the methodology and oversee the project implementation. The partners will organise a study visit in each of their country and provide relevant deliverables such study visit reports to be part of the compendium.

LIST OF PARTICIPANTS

PARTICIPANTS

Grant Preparation (Beneficiaries screen) — Enter the info.

| Number | Role | Short name | Legal name | Country | PIC |
|--------|------|------------|------------------------------|---------|-----------|
| 1 | COO | ESN | EUROPEAN SOCIAL NETWORK | BE | 898971266 |
| 2 | BEN | Tusla | CHILD AND FAMILY AGENCY | IE | 911541011 |
| 3 | BEN | CD 59 | DEPARTEMENT DU NORD | FR | 934041907 |
| 4 | BEN | AJF Graz | STADT GRAZ | AT | 972558376 |
| 5 | BEN | SOS IT | SOS VILLAGGI DEI BAMBINI | IT | 911803881 |
| 6 | BEN | SOS KDI | SOS-KINDERDORF INTERNATIONAL | AT | 939166902 |

LIST OF WORK PACKAGES

| Work packages | | | | | | |
|---|---------------------------|-------------------------|-------------------------------|--------------------|------------------|---|
| <i>Grant Preparation (Work Packages screen) — Enter the info.</i> | | | | | | |
| Work Package No | Work Package name | Lead Beneficiary | Effort (Person-Months) | Start Month | End Month | Deliverables |
| WP1 | Project Management | 1 - ESN | 7.20 | 1 | 18 | D1.1 – Kick-Off D1.2 – Online Partner Meetings |
| WP2 | Study Visits | 5 - SOS IT | 12.89 | 1 | 18 | D2.1 – 4 Background Information D2.2 – 4 Study Visits D2.3 – 4 Study Visit Reports D2.4 – Compendium of Good Practices |
| WP3 | Training Needs Assessment | 1 - ESN | 7.41 | 2 | 12 | D3.1 – Questionnaires D3.2 – Training Needs Assessment Report |
| WP4 | Project Dissemination | 1 - ESN | 5.51 | 1 | 18 | D4.1 – Dissemination Deliverables D4.2 – Training Needs Assessment Webinar D4.3 – Good Practices Webinar |

Work package WP1 – Project Management

| | | | |
|----------------------------|--------------------|-------------------------|--------|
| Work Package Number | WP1 | Lead Beneficiary | 1. ESN |
| Work Package Name | Project Management | | |
| Start Month | 1 | End Month | 18 |

Objectives

The aim of WP1 is to ensure effective management of the project.

- Complying with the Grant Agreement/CERV Programme administration and financial requirements
- Managing the project work plan, budget and risk management.
- Ensure the compliance with the quality and quantitative indicators

Description

- Compliance with the Grant Agreement and the CERV programme administration and financial requirements
- Providing quality assurance: monitoring controls of the quality and quantitative indicators

Work package WP2 – Study Visits

| | | | |
|----------------------------|--------------|-------------------------|-----------|
| Work Package Number | WP2 | Lead Beneficiary | 5. SOS IT |
| Work Package Name | Study Visits | | |
| Start Month | 1 | End Month | 18 |

Objectives

The aim of WP2 is to foster information exchange and dialogue between relevant stakeholders across the EU to spread the use of good practices and discuss synergies and possible transnational cooperation. Specifically, the objectives include:

- Raising awareness of national and local authorities' and social services providers of good practices in integrated delivery of child protection services with a focus on supporting families and mitigating risk factors for the occurrence of VAC.
- Building a network of practitioners and giving national and regional authorities responsible for child protection opportunity to get to know their counter-parts in other countries.

Description

- Preparation of invitations & save the date; background information; visit agenda; feedback survey and all the practical organisation of the visit;
- The 4 study visits will be organised in Graz (Austria), Lille (France), Dublin (Ireland) and Trento (Italy).
- At the end of the study visit, summary reports will be produced including the description of good practices, key conclusions from the discussion and the results of the participants' feedback. Each partner will complete its report within one month after their study visit.
- Based on the background information and study visit summary reports, the Compendium of best practices will be developed.

Work package WP3 – Training Needs Assessment

| | | | |
|----------------------------|---------------------------|-------------------------|--------|
| Work Package Number | WP3 | Lead Beneficiary | 1. ESN |
| Work Package Name | Training Needs Assessment | | |
| Start Month | 2 | End Month | 12 |

Objectives

- Assess the training needs of child protection professionals. The assessment will map social services’ professionals’ knowledge gaps and suggest necessary areas of training to increase their capacity to act in line with international standards on preventing VAC.
- Provide information on existing training programmes regarding integrated approaches to prevent child violence, with a special focus on mitigating risk factors, supporting families and addressing children on the move.

| Description |
|--|
| <ul style="list-style-type: none"> - The methodology for the delivery of the training needs assessment will be discussed during the kick-off meeting. Between M2 and M4, ESN and P6 will develop (1) the questionnaire for the semi-structured interviews run by P2, P3, P4 and P5 in their own countries (2) a questionnaire to fill by ESN and P6 member networks. - P2, P3, P4, P5 will collect answers to the questionnaire through semi-structured interviews in Austria, Italy, Ireland, France. They will report the results to ESN in English based on the agreed questionnaire template. At the same time, responses to an online questionnaire will be collected from ESN and P6 member networks. - After gathering the answers to the training needs assessment questionnaire, ESN and P6 will analyse them to develop a report outlining key findings. The report will include a graphical representation of the data and recommendations for the types of training that will respond to those needs. In addition, in-depth research of the already available training programmes responding to the identified needs will be conducted. |

Work package WP4 – Project Dissemination

| | | | |
|----------------------------|-----------------------|-------------------------|--------|
| Work Package Number | WP4 | Lead Beneficiary | 1. ESN |
| Work Package Name | Project Dissemination | | |
| Start Month | 1 | End Month | 18 |

| Objectives |
|--|
| <p>The main aim of WP4 is to disseminate the WP2’s and WP3’s outcomes and deliverables. WP4 will also contribute to building the network of child protection professionals and the project sustainability.</p> |

| Description |
|--|
| <ul style="list-style-type: none"> - Implementation of the actions described in paragraph 3.2 and measurement of their impact. - ESN will be responsible for the organisation of good practices webinar. All Partners will participate and be available for Q&A session - ESN will be responsible for the training needs assessment webinar. All Partners will participate and be available for Q&A session |

STAFF EFFORT

| Staff effort per participant | | | | | | |
|--|------|-------|------|------|---------------------|--|
| <i>Grant Preparation (Work packages - Effort screen) — Enter the info.</i> | | | | | | |
| Participant | WP1 | WP2 | WP3 | WP4 | Total Person-Months | |
| 1 - ESN | 3.18 | 2.12 | 1.73 | 2.29 | 9.32 | |
| 2 - Tusla | 0.84 | 2.40 | 1.17 | 0.61 | 5.02 | |
| 3 - CD 59 | 0.84 | 2.40 | 1.17 | 0.61 | 5.02 | |
| 4 - AJF Graz | 0.84 | 2.40 | 1.17 | 0.61 | 5.02 | |
| 5 - SOS IT | 0.84 | 2.96 | 1.17 | 0.61 | 5.58 | |
| 6 - SOS KDI | 0.66 | 0.61 | 1.00 | 0.78 | 3.05 | |
| Total Person-Months | 7.20 | 12.89 | 7.41 | 5.51 | 33.01 | |



LIST OF DELIVERABLES

Deliverables

Grant Preparation (Deliverables screen) — Enter the info.

The labels used mean:

Public — fully open (🚩 automatically posted online)

Sensitive — limited under the conditions of the Grant Agreement

EU classified — RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision [2015/444](#)

| Deliverable No | Deliverable Name | Work Package No | Lead Beneficiary | Type | Dissemination Level | Due Date (month) |
|----------------|-----------------------------------|-----------------|------------------|----------------------|---------------------|------------------|
| D1.1 | Kick-Off | WP1 | 1 - ESN | OTHER | PU - Public | 1 |
| D1.2 | Online Partner Meetings | WP1 | 1 - ESN | OTHER | SEN - Sensitive | 18 |
| D2.1 | 4 Background Information | WP2 | 5 - SOS IT | R — Document, report | PU - Public | 5 |
| D2.2 | 4 Study Visits | WP2 | 5 - SOS IT | OTHER | SEN - Sensitive | 15 |
| D2.3 | 4 Study Visit Reports | WP2 | 5 - SOS IT | R — Document, report | PU - Public | 16 |
| D2.4 | Compendium of Good Practices | WP2 | 5 - SOS IT | R — Document, report | PU - Public | 18 |
| D3.1 | Questionnaires | WP3 | 1 - ESN | R — Document, report | PU - Public | 5 |
| D3.2 | Training Needs Assessment Report | WP3 | 1 - ESN | R — Document, report | PU - Public | 12 |
| D4.1 | Dissemination Deliverables | WP4 | 1 - ESN | R — Document, report | PU - Public | 18 |
| D4.2 | Training Needs Assessment Webinar | WP4 | 1 - ESN | OTHER | PU - Public | 12 |
| D4.3 | Good Practices Webinar | WP4 | 1 - ESN | OTHER | PU - Public | 18 |

Deliverable D1.1 – Kick-Off

| | | | |
|---------------------------|----------|----------------------------|-------------|
| Deliverable Number | D1.1 | Lead Beneficiary | 1. ESN |
| Deliverable Name | Kick-Off | | |
| Type | OTHER | Dissemination Level | PU - Public |
| Due Date (month) | 1 | Work Package No | WP1 |

| |
|--|
| Description |
| On-site partner meeting. Key coordination moment to guarantee the smooth implementation of the project workplan (meeting detailed description at in WP2.4) |

Deliverable D1.2 – Online Partner Meetings

| | | | |
|---------------------------|-------------------------|----------------------------|-----------------|
| Deliverable Number | D1.2 | Lead Beneficiary | 1. ESN |
| Deliverable Name | Online Partner Meetings | | |
| Type | OTHER | Dissemination Level | SEN - Sensitive |
| Due Date (month) | 18 | Work Package No | WP1 |

| |
|--|
| Description |
| Several online meetings are foreseen throughout the project lifetime to coordinate the implementation of the tasks of WP2, WP3 and WP4 |

Deliverable D2.1 – 4 Background Information

| | | | |
|---------------------------|--------------------------|----------------------------|-------------|
| Deliverable Number | D2.1 | Lead Beneficiary | 5. SOS IT |
| Deliverable Name | 4 Background Information | | |
| Type | R — Document, report | Dissemination Level | PU - Public |
| Due Date (month) | 5 | Work Package No | WP2 |

| |
|--|
| Description |
| Background information document will be provided to all registered participants before the study visit. Format: Electronic Language: English No. Pages: 5 |

Deliverable D2.2 – 4 Study Visits

| | | | |
|---------------------------|----------------|----------------------------|-----------------|
| Deliverable Number | D2.2 | Lead Beneficiary | 5. SOS IT |
| Deliverable Name | 4 Study Visits | | |
| Type | OTHER | Dissemination Level | SEN - Sensitive |
| Due Date (month) | 15 | Work Package No | WP2 |

| |
|--------------------|
| Description |
|--------------------|

The exact dates of study visits will be agreed during the kick-off meeting within the timeframe (M6 - M15). For each visit, invitations, agenda and information materials packages will be prepared, printed and distributed to participants. Maximum 21 cross-European participants and 10 local actors will take part in the study visits. During the meeting, a signed list of participants will be made. After the visit, reports will be prepared and feedback questionnaires sent to the participants.

Signed presence lists/ agendas

Deliverable D2.3 – 4 Study Visit Reports

| | | | |
|---------------------------|-----------------------|----------------------------|-------------|
| Deliverable Number | D2.3 | Lead Beneficiary | 5. SOS IT |
| Deliverable Name | 4 Study Visit Reports | | |
| Type | R — Document, report | Dissemination Level | PU - Public |
| Due Date (month) | 16 | Work Package No | WP2 |

Description

After each study visit, the host partner will prepare a study visit summary report
Format: Electronic; Language: English

Deliverable D2.4 – Compendium of Good Practices

| | | | |
|---------------------------|------------------------------|----------------------------|-------------|
| Deliverable Number | D2.4 | Lead Beneficiary | 5. SOS IT |
| Deliverable Name | Compendium of Good Practices | | |
| Type | R — Document, report | Dissemination Level | PU - Public |
| Due Date (month) | 18 | Work Package No | WP2 |

Description

The compendium will present in detail the practices and include key findings, conclusions and recommendations from the study visit that will facilitate the replication of practice to other national/local contexts.
Format: Electronic + Printed; Language: English

Deliverable D3.1 – Questionnaires

| | | | |
|---------------------------|----------------------|----------------------------|-------------|
| Deliverable Number | D3.1 | Lead Beneficiary | 1. ESN |
| Deliverable Name | Questionnaires | | |
| Type | R — Document, report | Dissemination Level | PU - Public |
| Due Date (month) | 5 | Work Package No | WP3 |

Description

One questionnaire guiding semi-structured interviews and the other to fill in by ESN and P6 networks

Deliverable D3.2 – Training Needs Assessment Report

| | | | |
|---------------------------|------|-------------------------|--------|
| Deliverable Number | D3.2 | Lead Beneficiary | 1. ESN |
|---------------------------|------|-------------------------|--------|

| | | | |
|-------------------------|----------------------------------|----------------------------|-------------|
| Deliverable Name | Training Needs Assessment Report | | |
| Type | R — Document, report | Dissemination Level | PU - Public |
| Due Date (month) | 12 | Work Package No | WP3 |

| |
|--|
| Description |
| A comprehensive report outlining the training needs assessment results and proposal for types of training that could address those needs. An appendix to the report will be a description of the already available training programmes responding to the identified needs. |

Deliverable D4.1 – Dissemination Deliverables

| | | | |
|---------------------------|----------------------------|----------------------------|-------------|
| Deliverable Number | D4.1 | Lead Beneficiary | 1. ESN |
| Deliverable Name | Dissemination Deliverables | | |
| Type | R — Document, report | Dissemination Level | PU - Public |
| Due Date (month) | 18 | Work Package No | WP4 |

| |
|---|
| Description |
| Production and exploitation of the dissemination tools described in section 3.2 For instance, the project outcomes will be disseminated through: - partner websites - partner newsletters - Partner social media - partner events etc.. |

Deliverable D4.2 – Training Needs Assessment Webinar

| | | | |
|---------------------------|-----------------------------------|----------------------------|-------------|
| Deliverable Number | D4.2 | Lead Beneficiary | 1. ESN |
| Deliverable Name | Training Needs Assessment Webinar | | |
| Type | OTHER | Dissemination Level | PU - Public |
| Due Date (month) | 12 | Work Package No | WP4 |

| |
|---|
| Description |
| The webinar will take place in on-line form and will last half day. |

Deliverable D4.3 – Good Practices Webinar

| | | | |
|---------------------------|------------------------|----------------------------|-------------|
| Deliverable Number | D4.3 | Lead Beneficiary | 1. ESN |
| Deliverable Name | Good Practices Webinar | | |
| Type | OTHER | Dissemination Level | PU - Public |
| Due Date (month) | 18 | Work Package No | WP4 |

| |
|--------------------|
| Description |
|--------------------|

The webinar will take place in on-line form and will last half day.

LIST OF MILESTONES

| Milestones | | | | | |
|--|-----------------------|------------------------|-------------------------|------------------------------|-------------------------|
| <i>Grant Preparation (Milestones screen) — Enter the info.</i> | | | | | |
| Milestone No | Milestone Name | Work Package No | Lead Beneficiary | Means of Verification | Due Date (month) |
| 1 | Project Final Report | WP4, WP1, WP3, WP2 | 1-ESN | Approval EC | 18 |

LIST OF CRITICAL RISKS

| Critical risks & risk management strategy | | | |
|--|--|---------------------------|---|
| <i>Grant Preparation (Critical Risks screen) — Enter the info.</i> | | | |
| Risk number | Description | Work Package No(s) | Proposed Mitigation Measures |
| 1 | Project Management Issues | WP1 | Tensions between the Applicant and Partners will be resolved immediately during frequent online meetings scheduled throughout the project. The appointment of a project coordinator and carefully developed Partner Agreements will minimize coordination problems and ambiguities between Partners. |
| 2 | Lack of participants to study visits and unequal representation of study visits participants | WP2 | Preparatory work will start at the very beginning of the project in order to select the right target group and make sure that potential participants know about the study visits details well in advance. The timeline of the study visits and the list of stakeholders to be invited will be validated during the kick-off meeting. The 'Save the dates' invitations will be disseminated right after the kick-off meeting and continuous efforts will be made to reach the right target group. Already at the time of the application, several European and local stakeholders have expressed the intent to participate to the study visit. The Partners and the Applicant will ensure that the list of invitees is balanced in terms of gender and region of origin of the participants. All venues where study visit activities will |

Critical risks & risk management strategy

Grant Preparation (Critical Risks screen) — Enter the info.

| Risk number | Description | Work Package No(s) | Proposed Mitigation Measures |
|-------------|---|--------------------|---|
| 3 | Not enough responses for the training needs assessment questionnaires and Lack of participation to webinars (| WP4, WP3 | <p>take place will be adapted for people with disabilities. The Host Partners will also be sensitive to other requests for reasonable accommodations made by participants.</p> <p>All the above information will be included in the invitations to relevant stakeholders, so they can facilitate the decision to participate.</p> <p>The Partners will make sure that enough time is allocated to carry out both phases of training needs assessment. Three months are devoted to the process of distributing questionnaires, conducting interviews and collecting responses. ESN and SOS CVI will be in touch with their respective membership networks to intervene early if the process of collecting responses is not progressing. Questionnaires will be designed to make them easy to fill. Both ESN's and SOS CVI's experience so far with questionnaires in working groups shows a high completion rate.</p> <p>The webinars will be advertised in advance, through targeted channels, with attention to a clear and attractive description of program content. Where possible, Partners will liaise with stakeholders in regular contact with the target group to enhance the credibility of the events.</p> |



Citizens, Equality, Rights and Values Programme (CERV)

Application Form

Technical Description (Part B)

(CERV Standard)

Version 1.0
01 April 2021

Disclaimer

This document is aimed at informing applicants for EU funding. It serves only as an example. The actual web forms and templates are provided in the Funding & Tenders Portal Submission System (and may contain certain differences). The applications (including annexes and supporting documents) must be prepared and submitted online via the Portal.



TECHNICAL DESCRIPTION (PART B)

| PROJECT | |
|----------------------|--|
| Project name: | Side by Side. Reinforcing integrated child protection services. |
| Project acronym: | SbS |
| Coordinator contact: | European Social Network |

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PROJECT SUMMARY

| Project summary |
|---|
| See Abstract (Application Form Part A). |

1. RELEVANCE

1.1 Background and general objectives

Background and general objectives

Describe the background and rationale of the project.

How is the project relevant to the scope of the call? How does the project address the general objectives of the call? What is the project's contribution to the priorities of the call?

Which target groups will be supported/assisted by/in the project. Why have you chosen to focus on them?

Violence against children (VAC) remains a fundamental and cross-cutting global issue. Although effectively combating this phenomenon has long been a priority for the EU, the problem remains prevalent in Member States¹. Economic hardship, the uncertainty of the future, and being overwhelmed by the need to combine work and caregiving functions have prevented many adults from properly performing their caregiving tasks. In the WHO European Region, one in every three children experiences some form of violence in their lifetime, with 12% of children who have experienced it in the past 12 months. This situation was further exacerbated by the Covid-19 pandemic.

Every child has the right to a life free from violence. Children's rights form part of the human rights that the EU and the Member States are bound to respect under international and European treaties, in particular the **United Nations Convention on the Rights of a Child** and its Optional Protocols. The EU explicitly recognises children's rights in Article 24 of the **EU Charter of Fundamental Rights** and Article 3(3) of the **Treaty on the European Union** establishes the objective for the EU to promote the protection of the rights of the child.

The international legal and policy instruments include several proposals for mechanisms to reduce the prevalence of VAC. Effective coordination and cooperation in integrated and multi-disciplinary child protection services is advocated as best practice to ensure that duty-bearers work together to prevent and intervene when children are at risk of and/or experience violence.

Addressing VAC was made a priority under the thematic area three "Combating violence against children and ensuring child protection" of the **EU Strategy on the Rights of the Child**. The EU wants to see integrated child protection systems implemented in each Member State. According to the **10 Principles for integrated child protection systems**, the relevant systems should:

- include **prevention measures** in child protection systems (Principle 3);
- **support families** in their role as primary caregivers (Principle 4);
- provide child protection **professionals and practitioners with training and guidance** on the rights of the child (Principle 6) and on the identification of risks for children in potentially vulnerable situations (Principle 9).

These principles were presented in the **European Commission's Reflection Paper: Coordination and cooperation in integrated child protection systems**" (2015), which also urges EU countries to reinforce protection, particularly in cross-border and transnational situations. This remains accurate also today, especially in the wake of the war in Ukraine.

In 2017, the EU adopted the revised **EU "Guidelines on the Promotion and Protection of the Rights of the Child - Leave no Child Behind."** The Guidelines also promote a **systems-strengthening approach** that identifies all the necessary measures, structures, and actors which need to be in place to protect the rights of all children. A Europe free from VAC has also been one of the five strategic objectives of the current **Council of Europe Strategy on the Rights of the Child** (2016-2021). The **SDG targets**, specifically targets 5.2, 16.1 and 16.2, are also particularly relevant in an integrated approach in protecting children from violence.

The integrated approach recognises the **interconnectedness of children's rights**, and the complex causes and consequences of violence. When strong systems come together, we can see '**one-stop**' solutions, with **multi-sectoral teams** providing tailored support for vulnerable children and families. It is therefore important to analyse the roles of families and communities; social services responsibilities in child protection; representatives of justice, education, and health sectors; community, and religious leaders; civil society organisations and government officials to mobilise sufficient human and financial resources to build a resilient network to fight VAC. As showcased by the WHO INSPIRE framework² and Barnahus model³, when working in an integrated manner, these sectors can **address the negative**

¹ <https://news.un.org/en/story/2020/01/1055292>

² <https://www.who.int/publications/i/item/inspire-seven-strategies-for-ending-violence-against-children>

³ <https://www.barnahus.eu/en/>

impact of risk factors in VAC while supporting safe, stable, and nurturing relationships and environments for children and families.

Current international developments have added an additional dimension to this call of proposals. The conflict in Ukraine poses an immediate and growing threat to the lives and well-being of the country's 7.5 million children. Half a million of these children have already fled Ukraine to neighbouring countries, with the number of unaccompanied (including asylum-seeking children and refugee children) continuing to grow⁴. While war is already violating children's right to live free from violence, all efforts must be focused on ensuring that reaching EU countries means child refugees, recently also from Ukraine find a truly safe environment. Child protection services within the EU should address the well-documented particular vulnerabilities and special needs of women and girls who are particularly affected because of their status in society and their sex¹. This project will try to address these issues in the current practices provided.

The project responds to call priority 5: "Strengthen responses that prevent and support child victims of violence by reinforcing child protection systems at national and local level" and it fits with the priorities of the Call for Proposals in the following ways:

The overarching goal of this project is to increase the knowledge on adequate responses within social services on effective integrated mechanisms to prevent violence against children (VAC) and to reinforce child protection services in the Member States. Indirectly the project will also ensure that children at risk of harm have full access to quality, integrated child protection services.

This goal will be met through three objectives:

1. raising awareness of existing good practices on integrated VAC prevention models
2. fostering information exchange and dialogue between the representatives of public social services with statutory responsibility for child protection in order to spread the use of good practices and discuss synergies and possible transnational cooperation.
3. assessing the training needs of child protection professionals and practitioners to increase their capacity to act in line with international and EU standards on preventing VAC.

In order to achieve these objectives, the project will include the following activities:

1. Conducting **four study visits** presenting:
 - **the national 'Meitheal' programme (Ireland).**
Tusla – Irish Child and Family Agency – has developed the Meitheal approach to help children and families where they may need the support of more than one service. Meitheal is a case co-ordination process for families with additional needs who require multi-agency intervention but who do not meet the threshold for referral to the Social Work Department. Practitioners in different agencies can use and lead on Meitheal so that they can communicate and work together more effectively to bring together a range of expertise, knowledge and skills to meet the needs of the child and family within their community. The main focus of the service is on early intervention aiming to promote and protect the health, well-being and rights of all children, young people and their families. In addition, particular attention is given to those who are vulnerable or at risk of harm. The programme promotes and instruct families on positive parenting, which is non-violent, democratic and reciprocal; emphasises strong support, warmth and responsiveness and involves the child in decision making.
 - **the maternal and child protection service (France)**
The Department of North will present French legislative framework on integrated child protection and how it is translated into the on-the-ground work of region. In particular, the visit will be focused on two elements of child protection system in France: the maternal and child protection service (PMI) and the unit for the collection of information of concern (CRIP). PMI offers prevention and early screening for children under the age of six and expectant women. This universal social service, created to reduce mother and child mortality, is managed by medical doctors at department-level (local authority). A number of mandatory health visits to pregnant women and young children are instituted, so as to give advice and detect as early as possible all sorts of medical or social problems the family may be experiencing. The Department of North has the largest PMI services network in France, mobilizing several hundred medico-social workers (childcare workers, midwives, paediatric nurses, doctors etc). In turn, CRIP is a specialized unit that collects and assesses all "information giving rise to concern". All persons who know of a child being in a situation of danger have a duty to report their concerns to the local CRIP. The CRIP then assesses the information to determine what kind of intervention, if any, is warranted: general help from social services, or child protective (administrative) intervention. The Department of North

⁴ <https://www.unicef.org/emergencies/conflict-ukraine-pose-immediate-threat-children>

established in 2018 seven CRIP territorial teams, under the supervision of the central CRIP and the institution's medical officer. The CRIP staff undergoes training on initial assessment, hearing of the child, child development and violence against children. *The study visit will also be attended by representatives of the French National Observatory for Child Protection who will share their expertise on the topic.*

- **the municipal, neighbourhood-centered approach – ‘the Graz model’ (Austria)**
The City of Graz successfully combines several innovative approaches to child, youth and family services. For more than 15 years, it has used a neighbourhood-centered approach that relies on a single office combining professionals and activities associated with children's issues. A significant number of outsourced non-profit contractors are integrated into this multi-function service centre. Within each district, a number of public and contracted non-profit organizations provide services of various kinds in various locations. The 15 parent counselling centres operated by non-profit organizations serve as key contact points within the districts. These centres serve as easy-to-access contact points for many of the family-related services provided by the city. They offer children-related counselling services to young parents, while also hosting a full spectrum of social, social-psychological and basic health services for children. More specialized offers are available within individual neighbourhoods. For this reason, the city is truly a highly interesting and instructive case.
 - **the local ‘Applying Safe Behaviours’ project (Italy)**
SOS Children's Villages Italy will present the EU-funded Applying Safe Behaviours project, aimed at preventing peer-on-peer violence among children from vulnerable backgrounds. Children and young people from vulnerable backgrounds often have a history of abuse, neglect or toxic stress, emotional, social or behavioural challenges, and have witnessed or experienced violence in the family. The goal of the project is to stop the cycle of violence and not allow to transmit maladaptive behavioural patterns to peer environments. This includes preventing children both from becoming victims of violence from their peers and carrying out violence towards their peers. As part of the project, children and childcare professionals are informed of risk factors that can contribute to the occurrence of peer-on-peer violence and the mechanisms of violent behaviours, and are trained on effectively preventing them. The project focuses on children's right to feel safe at all times and the development of self-confidence and skills that help them to avoid being victimised. The programme takes a multi-sectoral approach – in order to help prevent peer on peer violence it is fundamental to involve everyone who could have a role in preventing violence in a child community. *As this study visit will include direct participation of children who will be sharing their experience of participating in the project, the visit will be organized with the support of Child Participation Advisor.*
2. Conducting **training needs assessment**, which is expected to translate into the development of appropriate training programmes for child protection professionals and practitioners. It is hoped that in particular, the European Commission will be able to use the assessment results for the development of future calls for proposals while national governments and social services managers - to provide adequate capacity building to the relevant practitioners. The assessment will map child protection professionals and practitioners knowledge gaps and suggest necessary areas of training to increase their capacity to act in line with international standards on preventing VAC.
 3. Developing of **compendium of good practices and training needs assessment report** and
 4. Conducting **two informative webinars** disseminating the outcomes of the project.

Target groups

The main target group are **the representatives of public social services with statutory responsibility for child protection** and other institutional, public and non-public **actors involved in preventing VAC at EU, national, regional and local levels** ('the Relevant Stakeholders'). In particular:

- The project activities relating to study visits will directly target the representatives of departments of social welfare of government, regions, counties and municipalities, funding and regulatory agencies, universities and other organisations working on child protection, including public authorities with a national coordinating role in the field (For more details see section 2.1 - Methodology). 60 Relevant Stakeholders (15 per visit) will participate in study visits to learn about successful programmes and frameworks implementing an integrated approach to preventing VAC. This audience will be further expanded through other activities carried out within the project, including two informative webinars expected to gather about 100 additional stakeholders. Participants at the visits will also be able to link up with colleagues from other countries, opening up possibilities for cooperation between professionals from different countries.
- The training needs assessment will cover child protection professionals and practitioners. The target group to be interviewed will be chosen in light of the factors identified by ESN and its project partners as well as based on a selection criteria.

The ultimate beneficiaries of the project will be **children facing the risk of VAC**, in particular those from vulnerable families. As described above given the current situation of war in Ukraine, a special attention will be paid also to risks faced by refugee children. The possible replication/transfer of the analysed

practices to other countries, regions and municipalities across Europe has the potential to significantly reduce the number of children who may be subject to violence. Likewise, enhancing capacities of child protection professionals and practitioners, in line with identified training needs, is bound to improve the quality of child protection services.

1.2 Needs analysis and specific objectives

Needs analysis and specific objectives *(n/a for Programme Contact Points)*

Provide a needs assessment. A need is a gap between what is and what should/ would be helpful or useful.

The needs assessment should be your starting point. Specify what needs will be addressed and how they have been identified. It should be specific and focus on the actual needs of the target group. It should include relevant, reliable data and, a robust analysis clearly demonstrating the need for the action (therefore, avoid references to generic statements and information about the problems and needs of the target group). The needs assessment should incorporate gender equality issues and non-discrimination considerations that identify the differences between and among women and men, girls and boys, in terms of their relative position in society and the distribution of resources, opportunities, constraints and power in a given context. The data supporting the needs assessment should be disaggregated by sex, as well as age or disability, whenever possible. You can refer to existing research, studies and previous projects that already demonstrate the need for action.

If your project is supported by a public authority, annex the Letter of support.

Evidence on the functioning of mechanisms to prevent VAC in the Member States shows that there is a gap between policies and legal frameworks and the implementation of current safeguards as well of adequate responses to prevent violence against children and ensuring child protection. Relevant stakeholders, including child protection professionals and practitioners, are too often not aware of current European and international standards and safeguards on child protection, the current practices, and the importance of early identification of risk factors of family violence, and the methods of defining multisectoral support for children from vulnerable backgrounds. This project is intended to contribute to filling these gaps as per below:

1. GAPS IN NATIONAL AND REGIONAL LAWS AND POLICIES ON CHILD PROTECTION

In 2015, The European Union Agency for Fundamental Rights (FRA), at the request of the European Commission, conducted research on national child protection systems in the 28 European Union (EU) Member States. The report revealed serious gaps in VAC prevention systems across Europe. First, the report showed that as many as 10 EU countries have not developed a consolidated legal instrument devoted to child protection issues. **An integrated child protection system requires a national legislative framework** that creates a safe environment for children. What is more, most Member States do not have a single authority with overall child protection responsibility, with a national coordinating role. This is alarming evidence, as in order to ensure effective integrated child protection services, particular attention must be paid to **cross-sectoral coordination between all relevant public and non-public actors**. Indeed, private and community actors also play a crucial role in preventing VAC. It is therefore good if they are **coordinated not only at the national level but also at the local level**.

2. FRAGMENTATION OF SERVICES

The fragmentation of social services, including child protection services, prevents effective approach to VAC prevention and generates significant human and financial costs. As services have become more specialised, responsibilities have spread across several agencies. Research shows that service's goals are less frequently achieved, and **the average length of time users remained in the system grows longer** with increasing fragmentation of support⁵. In many cases, public and private sector entities evolve into "silos" where they are experts in their fields but people using their services need to adapt to their structures rather than tailoring provision to the needs of people. Fragmentation has promoted **inconsistent and unreliable services, the development of superficial relations with users and carers, and the loss of belonging and fractured identities of social care employees**⁶. This is especially acute for child-support services, as more often than not, child's proper development is strongly dependent on effective collaboration between education, health and social services.

3. INCREASE OF RISK FACTORS AFTER THE COVID-19 PANDEMIC

A 2016 global meta-analysis estimated that more than **three-quarters of the world's children have**

⁵ https://www.bertelsmann-stiftung.de/fileadmin/files/user_upload/KeKiz_Case_Study_Austria.pdf

⁶ Malcolm Carey, *The Fragmentation of Social Work and Social Care: Some Ramifications and a Critique* Malcolm Carey The British Journal of Social Work Vol. 45, No. 8 (DECEMBER 2015), pp. 2406-2422.

experienced moderate or severe physical, sexual and/or emotional abuse during the previous year, affecting nearly 1.5 billion boys and girls aged 2-17^{7,8,9,10}. The pandemic has significantly increased risk factors, especially for children and families in a pre-existing condition of vulnerability by creating more family conflict by increasing the frequency of contact between children and their potential abusers in the family sphere¹¹. Existing data confirm that **this negative trend has disproportionately affected girls and women¹², whose safety is more often dependent on the support of community networks and social services¹³**. ESN's report: "Covid-19 impact on Europe's Social Services"¹⁴ additionally demonstrated the **challenges faced by social service professionals** who have been striving to continue to support children in the best possible way.

4. LACK OF KNOWLEDGE ON THE TRAINING NEEDS OF CHILD PROTECTION PROFESSIONALS AND PRACTITIONERS

The representatives of public social services with statutory responsibility for child protection, who are the part of the ESN network, have long expressed the need to be aware of the knowledge and skill gaps of the child protection workforce, which prevent them from acting in accordance with international and EU standards on addressing VAC, from identifying and mitigating VAC risk factors and from providing holistic support in the environments where children grow up, including families and schools. Without strengthening the capacities of child protection professionals and practitioners, it is not possible to provide high-quality services founded on children's rights and the behavioural sciences up to date.

As with above gaps efforts should be made to:

- (1) strengthen overarching national and regional laws and policies on child protection;
- (2) have more integrated child protection services;
- (3) provide targeted responses to address the increase of risk factors of VAC after the Covid-19 pandemic;
- (4) have reliable, up-to-date knowledge to develop that capacity building and training programme is tailored to each national context appropriately.

The 'Side by Side' project aims at addressing some of these needs by:

- Raising awareness of the representatives of public social services with statutory responsibility for child protection about good practices of **integrated VAC prevention models** with a focus on supporting families and mitigating risk factors of VAC.
- Promoting good practices that may be **implemented at various administrative levels** through various tools; to cover all areas of actions identified by the Council of Europe;
- Through the presentation of the legislative and policy background of all practices, encouraging decision-makers to implement **overarching national and regional policies** on child protection, which would enable the replication/transfer of the presented practices;
- Presenting the invited stakeholders, the **strengths and weaknesses** of the practices visited, possible challenges of **transferability** to other geographical contexts and the ability of practices to respond to specific risks faced by children including those with migration background
- Assessing the **training needs** of child protection professionals and practitioners. The assessment will map social services professionals and practitioners' knowledge gaps and suggest necessary areas of training to increase their capacity to act in line with international standards on preventing VAC.
- Increasing knowledge on **existing training programmes** regarding VAC prevention, with a special focus on mitigating risk factors, supporting families and supporting refugee children.
- Building **a network of practitioners across Europe** and fostering information exchange and dialogue to discuss synergies and possible transnational cooperation.
- Bringing together relevant stakeholders from across Europe (150 participants) to **disseminate the project conclusions and outputs**. The multiplier effects of networking and dissemination of a compendium of good practices (see more on the compendium in section 2.1 - Methodology) and the training needs assessment will reach a larger professional audience.

1.3 Complementarity with other actions and innovation — European added value

⁷ <https://www.who.int/news-room/fact-sheets/detail/violence-against-children>

⁸ <https://violenceagainstchildren.un.org/content/un-study-violence-against-children>

⁹ <https://violenceagainstchildren.un.org/content/un-study-violence-against-children>

¹⁰ <https://childhub.org/sites/default/files/library/attachments/PREVEN~1.PDF>.

¹¹ <https://www.coe.int/en/web/children/covid-19-and-intrafamily-violence>

¹² <https://apps.who.int/iris/bitstream/handle/10665/349504/9789289056003-eng.pdf>

¹³ <https://www.unwomen.org/sites/default/files/Headquarters/Attachments/Sections/Library/Publications/2020/Issue-brief-COVID-19-and-ending-violence-against-women-and-girls-en.pdf>

¹⁴ https://www.esn-eu.org/sites/default/files/2021-07/Covid_19_publication_1.pdf

Complementarity with other actions and innovation (n/a for Programme Contact Points)

Explain how the project builds on the results of past activities carried out in the field and describe its innovative aspects. Explain how the activities are complementary to other activities carried out by other organisations.

Illustrate the European dimension of the activities: trans-national dimension of the project; impact/interest for a number of EU countries; possibility to use the results in other countries, potential to develop mutual trust/cross-border cooperation among EU countries, etc.

Which countries will benefit from the project (directly and indirectly and why have you chosen them)? Where will the activities take place?

Clarify to what extent the project builds on synergies with other EU projects. If applicable, explain to what extent your project builds on previous project results in this field (state of play, relation to existing/recent developments, approaches, achievements, other EU programmes).

Note: The project should also complement or add benefits to the EU Member States' interventions in the area of gender equality and non-discrimination mainstreaming.

Complementarity and synergies

The 'Side by Side' project will draw on current international and EU laws and policies. It will also contribute to the continues efforts of the European Commission and the Council of Europe and complement the work done by key non-governmental organisations and ESN's members in the area of child protection. The proposed methodology is based on the comprehensive review of existing literature and the outcomes of previous projects on preventing VAC.

By building on existing material, the project will consider the finding from various previous and ongoing projects implemented by the partners and other organisations, such as:

- BECOME Safe - EU project on preventing and responding to violence affecting children and youth on the move. The project has developed 10 training curricula, of which the most important from the perspective of this proposal concern the issues of Risks faced by children on the move (Module 1); Physical and psychological violence - a focus on domestic issues (Module 3), Dealing with interculturality (Module 9) and Self-care for professionals (Module 10)¹⁵.
- Participation for Protection (Participation for Protection, P4P¹⁶ - Achieve an integrated and multidisciplinary child-oriented approach to child victims of violence. The project has developed 4 training curricula covering the crucial topics of Children and young people's experiences and understandings of violence (Module 1) and Services and supports (Module 4) and very useful factsheets on the experiences of six groups at risk of experiencing violence, including children from vulnerable families and child migrants and refugees.
- ITIEC¹⁷ - Early detection, prevention and intervention of domestic violence involving children and young people through establishing the Institute for Trauma Informed Education and Care - The project is developing an innovative training program for professionals from multiple sectors working in child protection services, focusing on evidence-based frameworks and methods rooted in the Trauma Informed Approach.
- MOVE project¹⁸ - Engagement of Men on the move and Organizations of civil society against gender-based Violence within the European migration context. A multiagency model for frontline services and perpetrators programs. The project includes training of frontline professionals on preventing and addressing GBV perpetration within the migration context, with an anti-racist and multiagency approach including approaches that deal with specific issues linked to pandemics.

Crucially, the project will also disseminate knowledge of the current EU-funded project: Applying Safe Behaviours which will be concluded in May 2023 and is referred as a good practice in section 1.1 and chosen to be the objective of the study visit in Trento, Italy.

In addition, the project will draw on the tools developed by:

- UNICEF and Bethlehem University: Social Work Curriculum including Child Protection Modules¹⁹;
- International Step by Step Association and UNICEF: Keeping Young Children Safe from Violence, Abuse, and Neglect. Module 14²⁰
- BICE: Prevention and response techniques for children involved in the cycle of violence:

¹⁵ <https://childhub.org/en/child-protection-online-library/training-curricula-preventing-and-responding-violence-affecting-children-and-youth-move-become-safe-project?language=el>

¹⁶ <https://www.keki.be/en/thematic-research-projects/violence-against-children>

¹⁷ <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/projects-details/43251589/101049728/CERV>

¹⁸ https://www.work-with-perpetrators.eu/fileadmin/WWP_Network/redakteure/Reports/WWP_EN_Annual_Report_2021.pdf

¹⁹ <https://www.unicef.org/sop/media/1461/file/Social%20Work%20Curriculum.pdf>

²⁰ <https://www.issa.nl/sites/default/files/pdf/Publications/cross%20sectoral/Ressource%20Modules%20for%20Home%20Visitors%20Module%2014-LR%20web.pdf>

interdisciplinary perspectives – training programme²¹;

- Defence For Children International Greece: Emergency Child Protection Response Checklist To First-Line Professionals – crucial resources regarding the recent crisis in Ukraine²²
- SOS CVI: Safe Places, Thriving Children: An introduction to using a trauma-informed approach. Trauma and Alternative Care: An Introduction to Using a Trauma-Informed Approach | ChildHub - Child Protection Hub²³

In addition, this project represents a continuation of **ESN's long-standing work and commitment to child protection:**

- Research and the publication 'Investing in children's services, improving outcomes'²⁴ on the organisation of children's services in 14 European countries, including recommendations for the European Commission and representatives of the Member States in the Social Protection Committee (SPC) on monitoring the implementation of the EC Recommendation 'Investing in children: breaking the cycle of disadvantage'.
- Research and a publication on the impact of Covid-19²⁵, where special attention was given to the deteriorating situation of children from vulnerable backgrounds and the challenges and opportunities facing social services in developing new strategies for service delivery and crisis preparedness in the aftermath of the pandemic.
- ESN's response to the Child Guarantee Consultation²⁶ which includes recommendations on ensuring access to public social services for the most vulnerable children and their families in order to protect children from the most vulnerable backgrounds.
- Raising awareness about the theme of children safeguarding through the European Social Services Conference (ESSC)²⁷ (see section 3.2), bringing together over 600 professionals from local and regional authorities responsible for planning, providing, regulating and evaluating social services.
- Working Group on the Sustainable Development Goals, with a special focus on SDG 16.2, including a webinar: "Ending VAC - Public Social Services Role in implementing the SDGs" with an accompanying publication²⁸;
- In 2021 ESN was invited by the Council of Europe to contribute to the development of the European recommendations on reporting VAC²⁹.

The achievement of project objectives would enable ESN to fulfil its own mission which is to support the development of effective social services and social care practice through the exchange of knowledge and expertise.

EU Dimension

Though the 'Side by Side' project looks at specific national practices, it has a **truly European dimension** as it focuses on the exchange of good practices to help the Member States improve their child protection services. In addition, while four practices will be studied in depth, **representatives from all the EU Member States** targeted through ESN and SOS CVI large membership networks will be able to participate in the study visits, contribute, and be informed of the practices and project's outcomes.

The project will involve study visits to four EU countries: **France, Ireland, Austria and Italy**. However, the geographic scope of the project is much broader and covers the entire EU since the representatives of public social services with statutory responsibility for child protection **from all the Member States** will be invited to attend the study visits.

As a transnational contribution to research on integrated VAC prevention models in Europe, the in-depth study of four practices which underlines key challenges and solutions for improvement will be of particular interest to policymakers, practitioners and researchers dealing with children's rights, as it will help them to **improve all policy areas relating to child protection**. Most existing documents include helpful general information but do not necessarily provide sufficient details and context for the

²¹ <https://bice.org/en/the-bice/resources-for-the-members/prevention-and-support-techniques-for-children-involved-in-the-cycle-of-violence-different-perspectives/>

²² https://www.defenceforchildrengreece.org/files/ugd/936582_5a249d353fd048ca979c48b8e91554f9.pdf?fbclid=IwAR3deL4TAIA6OZBeEhcYI4JZfLJLfsx3osFH543hRcpnmTpRq8JmpAqeBbl

²³ <https://childhub.org/en/online-learning-materials/trauma-and-alternative-care>

²⁴ https://www.esn-eu.org/sites/default/files/publications/FINAL_Investing_in_Childrens_Services_WEB.pdf

²⁵ https://www.esn-eu.org/sites/default/files/2021-03/Covid_19_publication.pdf

²⁶ <https://www.esn-eu.org/sites/default/files/2020-10/ESN%20Response%20to%20the%20Child%20Guarantee%20Consultation.pdf>

²⁷ <https://essc-eu.org/essc-2021/>

²⁸ <https://www.esn-eu.org/sites/default/files/2021-07/ESN%20-%20SDG%20Final.pdf>

²⁹ <https://www.esn-eu.org/news/implementing-european-recommendations-reporting-violence-against-children-crucial-role-public>

replication/transfer of good practices in other countries. Within this project, for each practice an analysis will be presented aimed to help the Member States identify what are the opportunities and challenges related to the implementation of that particular practice (based on the SWOT analysis model). In addition, during the visits, there will be a room for discussion among all invited stakeholders on possible challenges of practice replication/transfer to other national contexts.

Furthermore, the project aims at building **a network of practitioners across Europe** and giving the Relevant Stakeholders opportunities to get to know their counterparts in other countries.

Finally, through the training needs assessment, the project will provide the Relevant Stakeholders, including the EC Coordinator for the rights of the child, with a tool for **assessing the need for particular types of capacity-building** activities/training. It will also increase the knowledge of child protection professionals and practitioners on training outputs already developed in previous EU-funded projects. The project foresees webinars open to all interested stakeholders to present the results of the study visits and training needs assessment. ESN has a database of over 20,000 contacts related to social services planning, provision and monitoring that could potentially benefit from participation.

It is hoped that the ultimate beneficiaries of the project who are the children will profit and have access to a better and strengthen child protection services.

Information on mainstreaming are included in section 5 - Ethics

2. QUALITY

2.1 Concept and methodology

Concept and methodology

Outline the approach and methodology behind the project. Explain why they are the most suitable for achieving the project's objectives. Include ethical and safety considerations to ensure that target groups are not subjected to harm in any way.

Note: Methodology is not a list of activities but are instruments, approaches that will be used, applied and created.

The 'Side by Side' project will consist of two interconnected strands of activities, which will run in parallel.

First strand of activities:

The first strand will involve raising awareness of good practices of integrated VAC prevention models among the Relevant Stakeholders (see Section 1.1. – Target group) through study visits (Work Package 2). Practices have been selected based on the fulfilment of three criteria: (1) an integrated approach to child protection, understood as the cooperation of several social services from various sectors; (2) focus on mitigating risk factors of violence against children; (3) support for environments where children grow up, including families and schools. The four selected practices will be compiled in a compendium of good practices including key findings, conclusions and recommendations from the study visits and desk research. The practices and the compendium will be promoted among all the Relevant Stakeholders during a good practices webinar (M18).

The core of the first strand of activities will be four study visits. The aim of the visits is to learn about successful integrated VAC prevention models (see section 1.1), through the creation of a space for information sharing and discussion amongst the Relevant Stakeholders. Background information on the practice will be distributed to all the study visits participants in advance. It will include a practice description and an analysis of its key strengths and weaknesses, with special attention paid to their ability to address the risks of refugee children and key questions to steer the discussion between the Host Partner and the participants. During the presentation of good practices, Partners will highlight those elements of practices that enable them to address the risks faced by refugee training. Local actors will also be encouraged to attend the visit to share their reflections on how the practice works.

Each partner will be responsible for preparing their study visit based on a common methodology provided by the Project Coordinator team (ESN), who will also provide guidance in its implementation. Due to the different nature of the practices the partners are at liberty to design the programme of study visit as relevant. However, as described below, each visit will share core elements based on the common methodology provided.

As highlighted in section 2.7, to select the right target group and make sure that potential stakeholders participate in the study visits, the preparatory work for the study visits is planned to start at the very beginning of the project. It includes the preparation of the common methodology, guideline on the organisation of the study visits (including EC rules), the timeline of the study visits, the identification of the Relevant Stakeholders to be invited, the save the date and invitations, background information and agenda; selection of speakers and practical organisation (e.g., venue, speeches, interpretations, deliverable translations) of the visit. For each study visit a feedback questionnaire will be disseminated to the participants. The results gathered from the feedback questionnaires will be integrated in the final version of the study visit report (the reporting template will be prepared by ESN).

During the kick-off meeting the first strand of activities methodology will be presented by ESN and validated by the rest of the partners. The meeting would also be the occasion to finalise the list of stakeholders to be invited (local and European).

Each study visit will be open to a maximum of 21 European participants (15 invited Relevant Stakeholders; 6 representatives of project Partners) and local actors (5-10 persons). As the selected practices represent models implemented at various levels (national/regional/local) – each study visit will host a different set of Relevant Stakeholders, with authority to implement the presented solutions at the specific administrative level. Local actors include public authorities, NGOs, experts and activists from the same country/region/municipality in which the visit is taking place.

Second strand of activities:

The second strand will aim at assessing the training needs of child protection professionals and practitioners in the EU (Work Package 3). The assessment will map gaps in their knowledge and skills that will form the basis for suggestions for necessary areas of training to increase their capacity to act in line with international and EU standards on VAC prevention. The results of the assessment will be presented in a training needs assessment report. An appendix to the report, developed through desk research, will present relevant training programmes already available, including those which were developed within other EU-funded projects. The report will allow the Relevant Stakeholders to develop an adequate training plan for child protection professionals and practitioners; enable appropriate channelling of funds at the European, national and local levels and will be an excellent starting point for any future plans/projects focusing on providing relevant training for child protection services. The report will include a graphical representation of the data. The findings of this report will be presented to all the Relevant Stakeholders during a training needs assessment webinar (M10).

The preparatory work for this strand of activities will also start at an early stage. ESN, in close collaboration with SOS CVI, will prepare a common methodology, timeline, guidelines for interviewing the relevant stakeholders, prepare a semi-drafted questionnaire, template reporting for analysing the results at the national level and the structure of the final needs assessment report.

The training needs assessment will be conducted in two parts, at the same time:

1. **First part** will involve interviewing minimum of 10 child protection professionals and practitioners in the four Partner's countries (Austria, Italy, Ireland, France), by Host Partners. The selection criteria for the interviewees will be agreed during the kick-off meeting to guarantee representative and high-quality samples. The interviews will follow a fixed list of questions. Interviews will be able to be conducted in respective national languages. The results will be presented by the Partners in reporting templates (provided by ESN) in English.
2. **Second part** will involve questionnaires to be distributed in the remaining 21 EU countries through ESN's network (among public authorities responsible for child protection) and SOS CVI's EUNA Integrity and Safeguarding Network.

Ethical and safety considerations are included in section 5 - Ethics

2.2 Consortium set-up

Consortium cooperation and division of roles (if applicable) (n/a for Town Twinning and Programme Contact Points)

Describe the participants (Beneficiaries, Affiliated Entities and Associated Partners, if any) and explain how they will work together to implement the project. How will they bring together the necessary expertise? How will they complement each other?

In what way does each of the participants contribute to the project? Show that each has a valid role and adequate resources to fulfil that role.

Note: *When building your consortium you should think of organisations that can help you reach objectives and solve problems.*

ESN is conscious that the responsibility for child protection lies foremost with public authorities and decided to construct this consortium accordingly. ESN members voiced their wish to change the paradigm of child protection services delivery, so as to improve their quality and move from a fragmented model to an integrated approach. In order to build a Partnership which can meet these needs and responds well to the demands of this call for proposals, ESN issued a call for interest among its members and other partner organizations. Selection criteria included internal capacity to participate in the project; relevant expertise and experience and, in relation to Partners hosting study visits, alignment of their programmes to combat VAC with international and EU standards on child protection (the criteria for practice selection are included in section 2.1). The consortium is complete with SOS CVI who supports the delivery of the key project outputs due to their extensive international experience in child protection.

The 'Side by Side' project consortium includes:

| Name | Description & Expertise | Role & Responsibility |
|---|---|--|
| European Social Network (ESN) | The independent European network for public social services bringing together authorities with statutory duties for planning, managing, funding, delivering, and inspecting public social services. ESN's 161 members from 35 countries, work with different population groups, including children at risk of harm or neglect. ESN membership also includes wider associated agencies with responsibility for regulation and inspection, applied research and care providers procured by public authorities to deliver care and support for different populations. The Network has almost 20 years of experience in facilitating peer learning visits among its members and expertise in child protection, with achievements described in section 1.3. | <ul style="list-style-type: none"> - project management and quality assurance; - overview and support the organisation of the study visits and reporting phase. - developing compendium of good practices; - conducting the training needs assessment action (part two); - developing training needs assessment report; - organise the webinars and lead dissemination & sustainability activities described in sections 3.2. and 3.3. |
| The Child and Family Agency 'Tusla' (P2) | Dedicated State agency responsible for improving wellbeing and outcomes for children. It represents the most comprehensive reform of child protection, early intervention and family support services ever undertaken in Ireland. The Agency operates under the Child and Family Agency Act 2013, a progressive piece of legislation with children at its heart and families viewed as the foundation of a strong healthy community where children can flourish. Tusla's approach is based on the Partnership and co-operation in the delivery of seamless services to children and families. The Agency seek a wide range of views regarding the most effective way of working together to deliver a wide range of services for children and families. | Project Partners hosting study visits ('Host Partners') <ul style="list-style-type: none"> - preparing and distributing background information prior to the study visits; - organizing the study visits; - participate to the other three study visits (1 pers. per partner) -preparing the study visit summary reports; -conducting training needs assessment action (part one); |
| The Department of North (P3) | The Department of North is a local authority which is leader of social and welfare policies (1723 health and social workers). It's the most populous French department (2,6 millions of inhabitants) and one of the youngest and poorest area (number of births = 30 145 + poverty rate = 18,9% –INSEE, 2019). The Department is responsible for the provision of maternal and child protection services and promotes perinatal health and risk reduction and child's harmonious development within their family. The service support future parents from pregnancy and of the child up to the age of 6 years. The Department acts within the framework of a broad institutional and associative Partnership because, according to its motto that child protection is everyone's concern. | <ul style="list-style-type: none"> - participate to the two webinars - conducting national dissemination & sustainability activities; - final feedback on the good practice compendium and training needs assessment report. |
| The City of Graz (P4) | The capital of the state of Styria. It is home to 282,000 people, the fastest-growing region in Austria. A total of 17.62% of Graz's residents are below the age of 20. | |

| | | |
|--|--|---|
| | <p>Graz is a statutory city - it bears full administrative responsibility for all social services. The primary body responsible for child protection in Graz is the Youth and Family Office. This office has considerable policymaking and administrative capacity and has earned a well-deserved reputation for innovation and capable implementation. The unit is part of a larger department that also oversees the fields of education, integration, social welfare, sports and public libraries. Those sister branches also serve as Partners in the development of programs and the provision of services.</p> | |
| <p>SOS Children's Villages Italy (P5)</p> | <p>SOS Children's Villages Italy is part of the SOS Children's Villages Federation working in 136 countries to support children without parental care or at risk of losing it. In comparison with other OECD countries, Italian children suffer from a greater level of inequality in terms of health, education and material well-being. SOS Children's Villages Italy works in Italy through its 5 Villages, that provide alternative care to children often exposed to abuse, and its programmes in Turin and Crotone that support vulnerable children, including migrant and unaccompanied minors. SOS Children's Villages Italy also provides semi-independent housing programmes for young people and care leavers and helps them integrate into the labour market. Furthermore, SOS Children's Villages Italy is leader of the Federation's Global Programme Expert Group (GPEG) on Mental Health and Psychosocial Support (MHPSS), promoting MHPSS interventions as preventative measures to promote child safeguarding.</p> | |
| <p>SOS Children's Villages International (SOS CVI) (P6)</p> | <p>SOS CVI works as a non-governmental, independent organization that aims to provide children in need with loving stable home. It works with Partners in each community to help families who are struggling to care for their children or to provide alternative care when there is no other option. Uniquely, SOS CVI provides long-term practical support, so that each child or young person can develop resilient relationships and face life's challenges. In turn, this strengthens communities and the whole of society. Today SOS CVI supports over 553,600 people and works in 137 countries and territories.</p> | <ul style="list-style-type: none"> - Support ESN in the WP3 questionnaires drafting - Disseminate the questionnaire among SOS CVI - Contribute towards the development of training needs assessment report. - Participate (1 pers.) to the 4 study visits. - Provide expertise on the development of key findings, conclusions and recommendations for the study visit compendium - Share project outputs across the SOS Children's Villages federation |

ESN, as the Applicant and project leader, will put in place a team of five staff members. (1) **The Project Coordinator (PC)** and (2) **the Policy Manager (PM)** will be directly responsible for the consortium management, decision-making and quality assurance. A limited number of days have been foreseen for (3) **the Financial Manager** to support the coordinator with the project's finances, (4) **the CEO** to participate at the kick-off meeting and webinars; and support the policy manager when necessary and (5) **the Communications Manager** who will be in charge of the tasks listed in 3.2.

Each Host partner has appointed two representatives to comply with its roles and responsibilities: (1) Project Main Contact and (2) a Project Backup Contact. This choice has been made to simplify the project management and decision-making process within the consortium. Both representatives together fulfil the tasks assigned to the respective partner. SOS CVI has appointed one policy expert which will support the ESN policy manager in the delivery of the project intellectual outputs (see table above) and a project manager with a limited number of days to follow up the partners' administrative and financial duties.

The CVs of the consortium members' staff are attached to the proposal and their specific tasks and education, and work experience are described in the following section.

2.3 Project teams, staff and experts

| Project teams and staff | | |
|--|--------------|--|
| <p><i>Describe the project teams and how they will work together to implement the project.</i></p> <p><i>List the staff included in the project budget (budget category A) by function/profile (e.g. project manager, senior expert/advisor/researcher, junior expert/advisor/researcher, trainers/teachers, technical personnel, administrative personnel etc. and describe briefly their tasks. Provide CVs of all key actors (if required).</i></p> <p>Note: Please ensure a gender-balanced representation in the composition of project teams and staff performing the action.</p> | | |
| Name and function | Organisation | Role/tasks/professional profile and expertise |
| Alfonso Lara Montero – Chief Executive Officer | ESN P1 | ESN CEO has extensive experience in working on children's social welfare services and policies, having contributed to the development of alternative care regulation in several European countries and trained civil servants from the Balkans. He also has experience in evidence-based practice and transforming the outcomes of pilots into policy as he's advised several authorities, having worked in social innovation across Europe in this matter. Alfonso will represent ESN in the partner physical meetings and both webinars. He will also support the ESN policy manager in the delivery of the WP2-WP3 outputs. |
| Francesco Capuani – Appointed Project Coordinator | ESN P1 | ESN Project Coordinator has 5 years' experience in project management. He will overview, together with the financial manager, the budget execution, the project dissemination and compliance with the grant agreement administrative rules. Moreover, he will lead the organisation of webinars and support the organisation of the study visits, the dissemination of the surveys and reporting phases in WP2 and WP3. |
| Elona Bokshi – Policy Manager | ESN P1 | ESN Policy Manager has extensive experience in child rights both at the EU policy level and EU-funded projects, including of migrant and refugee children. The Policy Manager in the project will oversee the correct implementation of the project concept and methodology, the fulfilment of quality indicators agreed with the Partners (WP1) and the development of the compendium of good practices (WP2) and training needs assessment report (WP3). |
| Rosemary Hindle – Communication Manager | ESN P1 | ESN Communication Manager has over twenty years of experience in marketing and communication in European membership associations. She will be responsible for the dissemination of the project deliverables and ensuring the EU visibility of the project's outcomes. She will also evaluate the progress of the project communication and dissemination strategy and its indicators. |
| Alvaro Sanchez – Financial Manager | ESN P1 | ESN Financial Manager has over 13 years' experience in financial planning, business control and analysis and account control. He will overview together with the project manager the budget execution and compliance with the administrative check list as well as grant application administrative rules. |
| Main – Amy Mulvihill Backup - Kevin Webster | TUSLA P2 | <p>Amy Mulvihill holds a Masters in Management diploma in project management from the Dublin Business School from Dublin City University and has 15 years working experience with three different associations working with children. In 2016, she joined Tusla where she leads the Prevention, Partnership and Family Support Services.</p> <p>Kevin Webster is a qualified social worker, and an expert responsible for the development of good practices which is going to be presented during the study visit in Dublin.</p> |

| | | |
|---|---|---|
| <p>Main – Julie Chapeau Backup – Gregory Dubois</p> | <p>The Department of North P3</p> | <p>Julie Chapeau holds a PhD from University of Paris where she conducted research on protecting children living with their parents and home placement practices to support family reunification. She has 9 years' experience in social services supporting children and parents. In 2020 she joined the Department du Nord as scientific advisor of the Childhood, Youth and Family Directorate.</p> <p>Gregory Dubois is Programmes Director within the Department of North. He is responsible for the Observatory for Child Protection (Commissions: 'Children victims of domestic violence' and 'Child participation'). His main focus are psychiatry and child psychiatry, addictology, child protection and psychotrauma.</p> |
| <p>Main – Gudrun Painsi Backup – Ines Pamperl</p> | <p>The City of Graz P4</p> | <p>Gudrun Painsi is a social worker with many years of experience working with various NGOs in the field of refugee and juvenile protection. From 2021, she works for the city of Graz Youth and Family office, where among others, she coordinates the collaboration with international stakeholders.</p> <p>Ines Pamperl leads the Medical Unit within the Youth and Family Office. She is responsible for the Early Childhood Prevention Programme for children and coordinates 15 parent counselling centres in Graz.</p> |
| <p>Main – Margherita Brasca Backup – Teresa Pietravalle</p> | <p>SOS Children's Villages Italy P5</p> | <p>Margherita Brasca has an educational background in EU-funded project management. From 2013, she coordinated and drafted several projects and campaigns for Action Aid and SOS Children's Villages Italy mainly on professional trainings targeting young people in alternative care. Since 2015 she is in charge of drafting and managing EU co-funded projects for SOS Children's Villages Italy with a focus on promoting the rights of children in alternative care and training care professionals on how to support care leavers, children and young people at risk of losing parental care.</p> <p>Teresa Pietravalle holds a master degree in sociology and human rights and ethics of the international cooperation. Teresa works in the SOS Children's Villages Italy Programmes and Advocacy Department where she develops trainings for care professionals and support the management of advocacy activities and European projects.</p> |
| <p>Policy Expert – Fae Wallner Admin/Finance Contact - Florence Treyvaud Nemtsov</p> | <p>SOS CVI P6</p> | <p>Fae Wallner has been a child safeguarding advisor in SOS CVI for 7 years, previously responsible for project coordination. She is responsible for managing the Independent Child Safeguarding Review and she conducts research on gender dynamics relating to child and youth care practitioners. She also worked on strengthening community-based social support networks for vulnerable children and their families in 10 countries in Sub-Saharan Africa. She holds a master's degree in social sciences and economics.</p> <p>Florence Nemtsov holds a master of arts in international relations. She joined SOS CVI in 2014 as programme manager. She currently work in the international office - Child Care & Safeguarding – as Senior Project Manager. She supports the coordination (and drafting) of several EU Funded Project and the communication with the other SOS agencies throughout Europe.</p> |
| <p><i>The detailed tasks of Partners' staff are described in section 2.2.</i></p> | | |

Outside resources (subcontracting, seconded staff, etc)

If you do not have all skills/resources in-house, describe how you intend to get them (contributions of members, partner organisations, subcontracting, etc).

If there is subcontracting, please also complete the table in section 4. Moreover, ensure that subcontractors are aware of gender mainstreaming and non-discrimination mainstreaming.

n/a

2.4 Consortium management and decision-making

Consortium management and decision-making (if applicable) (n/a for Town Twinning and Programme Contact Points)

Explain the management structures and decision-making mechanisms within the consortium. Describe how decisions will be taken and how regular and effective communication will be ensured. Describe methods to ensure planning and control.

Note: *The concept (including organisational structure and decision-making mechanisms) must be adapted to the complexity and scale of the project.*

The Applicant will designate a Project Coordinator (PC) and a Policy Manager (PM) to guide decision-making within the consortium for all project management and project quality assurance activities. PM will overview the quality of the project outcomes based on the indicators and control processes listed in section 2.5 to deliver the whole expected work programme at the highest possible standards. As leading the ESN Policy Department, PM is also in the position of promoting the project outcomes at institutional and political levels.

PC will be in touch with the main contact designated by each partner, who then will inform the backups and their organization. To this end, PC will maintain regular contact with the five main contacts through already scheduled face-to-face online and partner meetings (see below). The main instruments for conducting effective and efficient management will be Partnership Agreements which outline the project objectives and expected impact, financial arrangements and budget lines, payments and reimbursements, the general and specific Partners' roles and responsibilities, the planned qualitative/quantitative controls (see 2.5), dissemination rules and commitments and the explanation of the main administrative and financial regulations contained in the Grant Agreement (which will be included as annex). PC will circulate the draft versions of the Partnership Agreements in advance of the kick-off meeting where they will be presented, discussed and agreed or amended as necessary. The Partnership Agreements will facilitate the consortium management and decision-making process and will prevent potential conflicts during project implementation.

In particular, PC will:

- Ensure that the project fulfils the administrative and financial rules of CERV Programme
- Ensure that Partners promote the project and disseminate its outcomes. The PC also ensures the compliance with EU Regulations in terms of EC visibility.
- Interact with DG Justice for amendments and clarifications if necessary.
- Ensure a high level of communication and coordination among Partners and offer mediation in case of any conflict arising (set bilateral discussions where needed)
- Check the consistency of expenditure with the original budget.
- Collect partner's timesheets and keep financial records of all income and expenditure.
- Manage payments and/or reimbursements for Partners and service providers.
- Set up and manage partner meetings online and/or onsite (e.g. preparing agendas, chairing them and drafting the minutes/notes for actions).

PC will be supported by the ESN Finance Manager to oversee the project's financial compliance and the ESN Communication Manager for the tasks related to the implementation and impact measurement of the project dissemination.

In WP2 (Study Visits), ESN will oversee the quality of the study visits and the compliance with study visits methodology. The four Host Partners are given considerable flexibility in determining study visit agenda. The PC will support Host Partners in the study visits registration phase and reaching out to relevant stakeholders if the registration process doesn't yield expected outcomes. PM will support Host Partners in the preparation of the background information and reporting documents.

In WP3 (Training Needs Assessment), ESN will have an active role in coordinating the delivery of the training needs assessment outcomes:

- PC will coordinate the implementation of the training needs assessment activities (including dissemination of questionnaires and collecting responses) and the development of the training needs assessment report
- PM will lead the decision-making process related to the content of WP3 outcomes. ESN CEO and SOS CVI Policy Expert will support her in this task.

Given the high number of travels planned for the study visits, the only foreseen on-site partner meeting will be the kick-off meeting in Brussels which will be the key opportunity to agree on the project consortium management and project concept and methodology. In this regard, it has been decided that the kick-off meeting will run for two full days to give time to Partners to go through all the following points:|

- agreement on the Partner Agreements content
- understanding the CERV Programme admin and financial regulations (including EU visibility)
- financial reporting requirements and monitoring arrangements
- agreement on a set of quality and quantitative indicators and monitoring tools
- dissemination and sustainability commitments
- tools for the continuous communication among Partners
- finalisation of the list of invitees and study visit dates
- presentation of the study visit reporting templates
- clarify the methodologies for the phases before the training needs assessment drafting period.

The remaining partner meetings will be organised online as monitoring tools for the correct implementation of all project activities:

For WP2: Between the kick-off meeting and the last study visit scheduled for M15, ESN will organise online catch-ups with the four Host Partners. These meetings will be used to check the stakeholders' registration status; to finalize the visits' agenda and to resolve any organizational issues. The conclusions from the evaluation of previous visits will be discussed so to improve the quality of following visits. An additional online partner meeting will be organised in M16 to summarise the experience of the visits, to check the progress on the development of study visits summary reports and to discuss the structure and content of the compendium of good practices

For WP3: For the delivery of training needs assessment report, there will be:

- on M2, an online partner meeting to finalise the two types of questionnaires.
- on M8, an online partner meeting to discuss the collected data and the structure of the training needs assessment report.

For WP4: The training needs assessment webinar will be organised by ESN with the support of SOS CVI. During the online meeting on M8 intended for the finalisation of the training needs assessment report, the organisation of the webinar will also be discussed. The good practices webinar will require the direct participation of Host Partners. In this regard, the online partner meeting on M16 will also be used to agree on the event structure and agenda.

Besides meetings, ESN will lead the project using other classical tools such as emails, phone calls, WhatsApp groups, Doodles, sharing folders and documents.

2.5 Project management, quality assurance and monitoring and evaluation strategy

Project management, quality assurance and monitoring and evaluation strategy

Describe the measures planned to ensure that the project implementation is of high quality and completed in time.

Describe the methods to ensure good quality, monitoring, planning and control.

Describe the evaluation methods and indicators (quantitative and qualitative) to monitor and verify the outreach and coverage of the activities and results (including unit of measurement, baseline and target values). The indicators proposed to measure progress should be relevant, realistic and measurable.

Note: *The monitoring and evaluation strategy should also incorporate gender and non-discrimination considerations in order to measure changes and assess impact on gender equality issues. The indicators should be gender responsive so that they can measure gender equality changes over time. For instance, a gender responsive indicator can measure the increase in women's rate of employment or changes in social attitudes towards gender roles in work-life balance. The evaluation should be participatory and inclusive to all stakeholders, ensuring that women's and men's voices are prevalent throughout the entire evaluation process.*

The project team and the consortium management, described in detail in 2.3 and 2.4, will ensure a smooth implementation of the foreseen actions. The several online meetings and the kick-off meeting (on-site), described in 2.4, are the main control tools to ensure the on-time project implementation and high-quality deliverables. The latter will also be facilitated by having a back-up person in each partner organization who will be able to replace the main contact in the delivery of each task. Moreover, the project timeline, as the budget and partner tasks, have been agreed by the entire consortium during the proposal preparatory meetings before the submission.

Project Management

As described in 2.4, ESN appointed PC who will commit 1,5 days per month to monitor the implementation of the workplan in terms of scope, time, visibility, and cost, to check the compliance of the Partner Agreements, identifying and addressing any bottlenecks, and organising all types of partner meetings. PC will be supported by ESN Finance Manager and ESN Communication Manager for the

overview of the budget expenses/financial regulations and the dissemination expected outcomes.

Quality Assurance and Evaluation

ESN, as the Applicant, will propose during a kick-off meeting a set of quality and quantitative indicators and monitoring tools which should be approved/amended by all Partners. The quality of WP2 is guaranteed by the long-time experience of ESN in overviewing the organisation of study visits, while of WP3 due to the expertise and the support of SOS CVI.

The table below contains indicators and the systematic assessments and processes to guarantee the project quality compliance.

| Indicators | Monitoring Controls |
|--|---|
| WP1 - Compliance with the project grant agreement and partner agreements | <ul style="list-style-type: none"> • Feedback of DG Justice policy officer responsible for the project content and finance • EC acceptance of the Final Technical Report • Smooth administration of the risk management • Participation of Partners to meetings and implementation of the action points |
| WP2 – Capacity of the project to respond to the child protection needs. Raising awareness of good practices in integrated delivery of child protection services and building a network of practitioners | <ul style="list-style-type: none"> • Study visits participants positive reporting feedback • Study visits participants will represent different EU member states, authorities and associations working on child protection. Each study visit is attended by a minimum of ten relevant stakeholders from across EU • Positive feedback from the study visits participants (80% positive response rate). |
| WP3 – Assess the training needs of child protection professionals. Provide information on existing training programmes regarding integrated approaches to prevent child violence | <ul style="list-style-type: none"> • The training needs assessment will be done through an adequate number of replies to the planned questionnaires (at least 60) and semi-structured interviews (at least 40). |
| WP4 – Dissemination. Raising awareness of national and local authorities' and social services providers of good practices in integrated delivery of child protection services and training needs for child protection professionals. | <ul style="list-style-type: none"> • Number of downloads of the project deliverables and visits to the project page in Partners' websites. • ESN attending networking events to present the project. • 30% of non-ESN/SOS members attending the two webinars. • Different types of stakeholders attending the webinars (EU-funded projects representatives, researchers, decision makers, child protection professionals, etc...) • Number of participants to the webinars (minimum 75 participants for each webinar) • Positive feedback from the training needs assessment webinar participants (80% positive response rate). • Positive feedback from the good practices webinar participants (80% positive response rate). • Social Media engagement to posts related to the project from the coordinator and project Partners. |
| Gender Equality | <ul style="list-style-type: none"> • 30% of representatives of each gender among study visits and webinars participants |

2.6 Cost effectiveness and financial management

Cost effectiveness and financial management *(n/a for prefixed Lump Sum Grants)*

Describe the measures adopted to ensure that the proposed results and objectives will be achieved in the most cost-effective way.

Indicate the arrangements adopted for the financial management of the project and, in particular, how the financial resources will be allocated and managed within the consortium.

⚠ Do NOT compare and justify the costs of each work package, but summarize briefly why your budget is cost effective.

The project budget has been proposed by ESN and accepted by all the Partners at the time of the proposal submission. The requested budget complies with EC guidelines and has been built following the indications contained General Model Grant Agreement (CERV MGA — Multi & Mono).

Staff

The staff cost is based on the actual salaries provided by the partners. This budget line is cost-effective considering the expertise and experience of the consortium and their senior positions within the public authorities. The number of working days has been collectively decided considering similar projects run by the Partners which have been successfully implemented and concluded. For the complexity of the study visits, 10 extra working days have been allocated to SOS ITALIA.

Subcontracting

The project does not foresee any subcontracting costs because the Partners operational capacities, educational and professional skills are sufficient to cover all work programme activities.

Travel-Subsistence-Accommodation

Travel-Subsistence-Accommodation costs for the European relevant stakeholders attending the study visits have been set up using an average of the unit costs listed in the tables of the MGA pp. 81-85.

The subsistence budget includes the costs to cover the social dinner which will be organised by the four hosts at the end of the study visit – day one.

Special consideration has been given to reducing travel and subsistence costs where possible; for example, by reducing the number of physical meetings to the kick-off and organise two webinars instead of on-site multiplier dissemination events in Brussels. This is justified by a few considerations:

- The events have the main intention to present the project outcomes. This would allow more people than a physical event to know the project results.
- During the Covid-19 crisis, ESN acquired experience in organising a successful webinar.
- Wide part of the budget has already been allocated for travels related to the study visits.
- Partners committed to organising physical dissemination events at local level in their own language to maximise the impact of the project in their area among local stakeholders.

Other Costs

- No budget is foreseen for the design of dissemination materials as ESN has the internal resources to cover this. A small grant has been allocated for printing the study visit informative documents and rolls-up, posters, flyers, etc.
- It has been considered cost-effective to not foresee a project website, instead of relying on the lead and Partners' main websites where the project page will be visible in each home.
- 1500 EUR for running a promotional targeted campaign on LinkedIn for the webinars. The proposed cost is in line with other campaign run by ESN for similar online events. ESN experience proved that media campaigns, for a little investment, guarantee a great return of visibility especially if the event targets a very limited group of stakeholders.
- To foster the Q&A sessions and the overall study visit debates budget has been allocated for mobile interpretations (from English to local languages).
- To guarantee the success of the study visits project grant will cover a few preparation activities (e.g. travels to the visit venues, internal meetings subsistence, local speakers reimbursements). In Italy, the figure of a child participant advisor will facilitate the meaningful and productive participation of children over the two days. The person will be appointed among the several that worked with SOS Italia on other EU-funded projects.

3. IMPACT

3.1 Impact and ambition

Impact and ambition

Define the short, medium and long-term effects of the project.

Who are the target groups? How will the target groups benefit concretely from the project and what would change for them? In what way will the gap identified be reduced? How will the activities contribute to improve the situation (difference between starting point/state of play and the situation after the end of the project?) How will the activities contribute to the promotion and advancement of gender equality and non-discrimination mainstreaming?

Does the project aim to trigger change/innovation? If so, describe them and the degree of ambition (progress beyond the status quo).

Note: *Results/outcomes are immediate changes that materialise for the target groups after the end of the project (e.g. improved knowledge, increased awareness). Results/outcomes are different to deliverables. Deliverables are activities undertaken and outputs produced with the resources allocated to the project, e.g. training courses,*

conferences, manuals, video etc.

When defining expected results/outcomes and deliverables please consider if and how they will reduce, maintain, or increase inequalities between women and men, boys and girls, in all their diversity. What gender, age and disability differentiated results can be expected? How expected results will affect women and men, boys and girls from a range of diverse social groups, differently?

Short-term impact

Result 1: The Relevant Stakeholders (see section 1.1 – target group) are aware of good practices of integrated VAC prevention models and engaged in constructive dialogue about opportunities and challenges linked with the replication/transfer of selected practices in their national/local context.

They know legislative and policy context which enabled the introduction of presented practices and the strengths and weaknesses of each model. They are aware of the significance of multisectoral support for children from vulnerable backgrounds and mitigating risk factors for the occurrence of VAC. They understand those elements of practices that enable addressing the risks faced by children (including refugee children). Partners' capacities are strengthened through the exchange between participants and learning the relevant elements of other Partners' practices.

Target group:

Main: 60 Relevant Stakeholders across Europe, invited to the study visits; Partners.

Additional: At least 75 additional stakeholders participating in the webinar.

Result 2: The Relevant Stakeholders are aware of the training needs of child protection professionals and practitioners and have knowledge on existing training programmes answering these needs

They are aware of the gaps and understands the capacity building/training needs for the child protection professionals and practitioners to work in line with international and EU standards and principles on child protection. They are aware of existing methods as well the existing training programmes: project at national and EU level that are already available to fill these gaps.

Target group:

At least 75 stakeholders participating in the training needs assessment webinar; Partners.

Medium-term impact

Result 3: Reaching out to a broader group of relevant stakeholders (outside the scope of the study visits) through the dissemination activities

The general public will have open access to the compendium of good practices including all the details described in Result 1.

Target group:

All Relevant Stakeholders with responsibility for child protection service.

Result 4: A wider professional audience at the EU and national levels is aware of training needs training and existing training programmes on preventing VAC

On the basis of training needs assessment report, the Relevant Stakeholders will be able to prepare training programs that directly address the identified knowledge gaps. Fund allocators will be able to finance projects that address the identified training needs and develop missing training programmes. EU officials would be able to develop a call for projects, that will be aimed at capacity building in line with identified training needs.

Target group:

All Relevant Stakeholders with responsibility for child protection service.

Long-term impact

Result 5: Introducing integrated models for VAC prevention in countries, regions, cities and local communities throughout Europe

The ultimate goal of the study visits is to make possible the replication/ transfer of good practices to other EU countries. The project is foreseen to have an impact beyond its timeframe. The introduction of integrated VAC prevention models has the potential to significantly reduce the number of children who are prone to violent behaviours on the part of their close ones, across the EU. Since, as demonstrated in the needs assessment, many countries and regions lack an integrated approach to addressing VAC, learning about successful practices in this area can reinforce child protection in these settings.

Target group:

Children at risk of VAC

Result 6: The cooperation between all Relevant Stakeholders is enhanced across the EU

Study visits are an excellent platform enabling the establishment of networks of authorities and practitioners with expertise in social services and child protection, facilitating future works on the replication/transfer of the presented practices and encouraging other study visits between attending

stakeholders.

Target group:

60 Relevant Stakeholders across Europe, invited to the study visits, Partners.

Impact measurement

The compliance with qualitative and quantitative indicators included in section 2.5 is a guarantee of reaching the right number of relevant stakeholders to have a lasting impact on child protection services across the EU.

Change & Innovation

The “Side by Side” project presents several innovative features which are likely to make an important contribution to the work of child protection services. While integrated approaches to child protection and social services are supposed to be unified across the EU, unfortunately still in most of them such thinking is still very novel. Familiarising the Relevant Stakeholders with good practices can revolutionise the child protection and social services to enhance their capacities and responses to prevent VAC in such settings.

The assessment of training needs will produce up-to-date information on knowledge and skill gaps of child protection professionals and will enable the development of adequate training programmes in the future. This will enable the Relevant Stakeholders and EU officials to adequately channel funds and prepare training programmes answering identified needs and sustainably enhancing the capacities of child protection professionals and practitioners.

Equality & mainstreaming considerations are included in chapter 5 – Ethics.

3.2 Communication, dissemination and visibility

Communication, dissemination and visibility of funding

Describe the communication and dissemination activities which are planned in order to promote the activities/results and maximise the impact (to whom, which format, how many, etc.). Clarify how you will reach the target groups, relevant stakeholders, policymakers and the general public and explain the choice of the dissemination channels.

Describe how the visibility of EU funding will be ensured.

Communication and dissemination activities should also contribute to the promotion of gender equality and non-discrimination. Communication materials should use gender inclusive language and positive visual representations. E.g.: When developing videos or leaflets ensure that women and men, in all their diversity, are equally represented in a non-stereotypical fashion and portrayed in active empowered roles. In addition, consider using communication channels that they are accessible to general audience, in particular to persons with disabilities, or people from marginalised groups.

ESN, together with Partners, is responsible for developing and implementing the promotion of the project's deliverables according to the project timeline. ESN will, throughout the project, raise awareness of the importance of an integrated approach to VAC prevention and gender-sensitive aspects, and improve collaboration among the Relevant Stakeholders (see Section 1.1 – Target group). The materials will have an explanatory paragraph about the vulnerability and risks to violence about the refugee children including the current one from Ukraine. The ESN and Partners will contribute to communication and dissemination activities by using their respective networks, communication channels and dissemination activities.

The following tools will be used in a tailored manner to reach out to the target group including the gender sensitive aspects:

Webinars

The main dissemination events will be two webinars (M10 and M18). The first webinar will be organised by ESN to present the training needs assessment report with the annex on the existing training programmes that facilitate the delivery of integrated VAC prevention services. The second webinar is to promote the compendium of best practices and evaluate the lessons learned from the study visits. Based on ESN's experience to date, the events are expected to attract approx.150 Relevant Stakeholders. Registration will be open to ESN members and broad public. The events will be promoted through ESN and Partners' social media channels. 1,500 EUR has been allocated for the media promotion of these events via Twitter and LinkedIn promotions which will be followed up by ESN Communication Manager. This will enable to target the Relevant Stakeholders who are not currently part of the consortium networks. After each webinar, a feedback questionnaire will be sent to the participants, to comply with the quality assurance actions listed in 2.5.

ESN Dissemination Tools

ESN and Partners will use a range of their own channels (including targeted communications, newsletters, social media) to disseminate outputs, messages and deliverables and inform the Relevant Stakeholders on the project developments. To this aim ESN will benefit from its database of over 20,000 contacts in the field of social services. ESN Communications Manager will evaluate the progress of the outcomes of the communications and dissemination activities and their indicators (website traffic, mailing engagement, social media reach) and will inform the Partners in case there is a need for any adaptations. Each deliverable will be immediately available on the project webpage on the ESN website.

European Social Services Awards (ESSA)

The ESSA is an ESN event to recognise innovation and excellence in social services³⁰. Its aims are to identify and promote best practices in social services and encourage peers to work with and support each other in improving their practice. The Partners will be encouraged to submit their practices for the ESSA and additionally boost their visibility in this way.

ESN dissemination meetings

ESN, as a part of its statutory mission, organises regular meetings with EU decision-makers and other relevant European organisations in the framework of child protection policy to update them about the project outcomes. This, as described in 3.1, will ensure the consideration of the project findings in their daily work. Partners should carry on same kind of high-level meetings to maximise the project visibility also at local level.

Partner's Dissemination Activities

Partners will disseminate the project results through several well-established channels, including Partners' websites, local newspapers thematic papers, local seminars and deliberative workshops as well as through their service providers and other organisations of the network including universities and other cooperating partners. Each deliverable will be immediately available in the project webpage, well-visible on the Partners' website.

During the kick-off meeting, ESN will guide Partners in complying with EU visibility regulations (e.g. use of logo, disclaimer, funding) and how to maximise the project outcomes outreach. The CERV co-funding logo will be acknowledged in all materials produced and will be visible on the project and partner websites. EU visibility will be present in all study visits and the webinar organised by ESN.

The effective project promotion will guarantee the project sustainability, further described in section 3.3. The ESN Communication Manager will oversee the monitoring of the project dissemination and the expected results listed in 2.5 (website traffic, mailing engagement, social media reach, webinars participation) and will inform the rest of the Consortium in case there is a need for any adaptations.

3.3 Sustainability and continuation

Sustainability, long-term impact and continuation

Describe the follow-up of the project after the EU funding ends. How will the project impact be ensured and sustained?

What will need to be done? Which parts of the project should be continued or maintained? How will this be achieved? Which resources will be necessary to continue the project? How will the results be used?

Are there any possible synergies/complementarities with other (EU funded) activities that can build on the project results?

One of the objectives of the 'Side by Side' project is to create a space for discussion and information-sharing between the representatives of public social services that have a statutory duty for child protection and other institutional actors (public and private) involved in preventing VAC at EU, national, regional and local level through study visits. The key findings, conclusions and recommendations provided in the Compendium are hoped to have a long-term impact and be taken into consideration by the Relevant Stakeholders in order to strengthen adequate responses in preventing VAC

After the lifetime of this project, it is hoped to be seen replication/transfer of the good practices analysed in the framework of this project with the aim to have a common unified response across the EU. The training needs assessment report is another outcome of this project that has a long-term impact until we see an enhanced child protection system and social services and their professionals who will be empowered with the rights skills and knowledge in preventing and adequately responding to violence

³⁰ <https://essa-eu.org/>

against children if the right training programmes are put in place at national level.

Furthermore, the project will sustainably enhance the transnational cooperation by building **a network of practitioners across Europe** and fostering information exchange and dialogue between Member states' authorities in charge of child protection.

The project's sustainability and its continuity will be further ensured by actions undertaken within the core activities as listed below of ESN and its project partners:

Dedicated sessions during the European Social Services Conference (ESSC) - 2025

The ESSC is the largest European social services conference. The last in-person edition attracted 600 participants representing public authorities, the third sector, universities and business. Therefore, the Applicant is confident that presenting the conclusions from the 'Side by Side' project at the ESSC will guarantee a wide audience and inspire a huge number of decision-makers. The organization of a special session dedicated to the conclusions from study visits will be crucial to mainstream the principles of integrated approach to child protection and engage in a fruitful discussion among all interested stakeholders. The conference is a self-funded event, paid for by attendee fees.

Other professional conferences

Representatives from ESN and partner public authorities will be available to share their knowledge and experiences of the project at conferences organised by European institutions and other organisations working in the field of social policy and child protection

ESN's Seminar on community and family support for children and youth - 2024

In line with ESN's Framework Partnership Agreement with DG EMPL, in 2024 ESN will hold a two-day seminar on community and family support for children and youth. ESN members will meet to discuss latest trends on community and family support for children and youth for the implementation of principle 11 of the EPSR and the EU Child Guarantee. The event will be an exceptional opportunity to reach a wide professional audience with the project's outcomes.

Visits between Partners and other members of ESN

ESN will encourage and facilitate, after the project conclusion, study visits between project Partners and other members of ESN. ESN has nearly 20 years of experience in facilitating peer learning visits and built an extensive library of best practices available to its members.

4. WORK PLAN, WORK PACKAGES, TIMING AND SUBCONTRACTING

4.1 Work plan

| |
|--|
| Work plan |
| <i>Provide a brief description of the overall structure of the work plan (list of work packages or graphical presentation (Pert chart or similar)).</i> |
| <p>ESN, in accordance with the Partners, believes that the “Side by Side” project concept and methodology would be best implemented throughout four work packages. All WPs will be implemented in parallel (see section 2.1):</p> <p>WP1: Project Management (M1 to 18) ensures effective management of the project workplan.</p> <p>WP2: Study Visits (M1 to M18) includes study visits presenting good practices in integrated VAC prevention services, development of compendium of good practices and networking activities.</p> <p>WP3: Training Needs Assessment (M2 to M10) includes mapping social services’ professionals’ knowledge gaps and suggesting necessary areas of training to increase their capacity to act in line with international standards on child protection.</p> <p>WP4: Project Dissemination (M1 to M18) led by ESN and supported by all Partners ensures the promotion of the project methodology (best practices exchange) and the deliverables of WP2 and WP3.</p> |

4.3 Timetable

| | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---------------|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| Timetable (projects up to 2 years) | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Fill in cells in beige to show the duration of activities. Repeat lines/columns as necessary. Note: Use the project month numbers instead of calendar months. Month 1 marks always the start of the project. In the timeline you should indicate the timing of each activity per WP.</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| ACTIVITY | MONTHS | | | | | | | | | | | | | | | | | | | | | | | |
| Task 1.1 | M 1 | M 2 | M 3 | M 4 | M 5 | M 6 | M 7 | M 8 | M 9 | M 10 | M 11 | M 12 | M 13 | M 14 | M 15 | M 16 | M 17 | M 18 | M 19 | M 20 | M 21 | M 22 | M 23 | M 24 |
| Task 1.2 | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 1.3 | | | | | | | | | | | | | | | | | | | | | | | | |

5. OTHER

5.1 Ethics and EU values

Ethics and EU values

Describe ethics issues that may arise during the project implementation and the measures you intend to take to solve/avoid them.

Describe how you will ensure gender and non-discrimination mainstreaming in the project cycle. This means integrating gender equality and non-discrimination considerations in the design, implementation, monitoring and evaluation of project activities. Projects activities should be pro-active and contribute to the equal empowerment of women and men, girls and boys, in all their diversity, and ensure that they achieve their full potential, enjoy the same rights and opportunities. Gender and non-discrimination mainstreaming are a key mechanism for achieving gender equality and combating multiple and intersecting discrimination. In the delivery of project activities gender mainstreaming shall be ensured by systematically monitoring access, participation, and benefits among different genders, and by incorporating remedial action that redresses any gender inequalities and discriminatory effects in implementation of planned activities. The activities shall also seek to reduce levels of discrimination suffered by particular groups (as well as those at risk of multiple discrimination) and to improve equality outcomes for individuals.

If your project has a direct or indirect impact on children and their rights, indicate it clearly here. Make sure that your project is based on a child rights approach, i.e. that all the rights of the EU Charter of Fundamental Rights and the United Nations Convention on the Rights of the Child (UNCRC) and the Optional protocols, are promoted, respected, protected and fulfilled. The project should address children as rights holders and should ensure their participation in the design and implementation of the project. If you will have direct contacts with children you will have to provide a child protection policies in line with the [Keeping Children Safe Child Safeguarding Standards](#).

Explain how you intend to address privacy/data protection issues related to data collection, analysis and dissemination.

Outline measures to be taken and the policies in place to guarantee full compliance with the EU values mentioned in Article 2 of the Treaty on the European Union and Article 21 of the EU Charter of Fundamental Rights.

Project values:

The proposal is fully in line with Article 2 of the Treaty on the European Union (TEU), further developing its understanding and scope. Ensuring a violence-free childhood for all children means respecting their dignity and realizing the principle of solidarity and non-discrimination enshrined in TEU. Both the Applicant and Partners will ensure that that all planned activities take into account the specific needs of both genders, and all practices presented seek to equally strengthen the competencies and value roles of both male and female caregivers. This contribute to the fuller realisation of the principles enshrined in Article 21 of the EU Charter of Fundamental Rights. Furthermore, the project complies with the principles and recommendations contained in the UN Convention on the rights of the child and united Nations Committee on the Rights of the Child's (UN CRC) General Comment N. 13 (2011) on the right of the child to freedom from all forms of violence. In particular the project shares the UN CRC's fundamental assumption that primary prevention, through public health, education, social services and other approaches, of all forms of violence is of paramount importance.

Ethics & safety:

The methodology of the project includes the **direct** active participation of children in one of the study visits.

Direct work with children entails certain risks. These may include:

- misuse of media promoting the project; inappropriate use of children's images and expressions;
- putting the child under too much pressure;
- hidden or suppressed feelings or memories may be uncovered
- negative reactions of the children's environment (including families and services' professionals) to the opinions and needs expressed by the children in the project;
- harm done by staff and attendees;
- interfering with other essential activities of the child, including educational activities.

These risks are largely mitigated by **SOS Children's Villages Italy having an adequate Child Protection Policy implemented in line with Keeping Children Safe Child Safeguarding Standards**. In addition, to ensure appropriate behaviour of external stakeholders, all attendees will be required to read and sign child safeguarding guidelines prior to that study visit. The organizers will ensure that participants have dedicated time to review the guidelines. In no way will this be another document subject to automatic sign.

Children will be informed that they can stop participating in the visit at any time, that they can refuse to speak about any subject or answer any question. Additionally, statements made by children in the site

visit report will be subject to their authorization and will be removed from the public version of the report at the request of the children.

As highlighted also under Part 1.1. 'Background and general objectives' the study visit in Italy will present the EU-funded 'Applying Safe Behaviours' project, which already has the methodology and children safeguards in place to include the direct participation of children who will be able to share their experience of participating in the project. The study visit will be organized with the support of a Child Participation Advisor.

With regard to the other study visits, due to the different nature and practices to be shared, the direct involvement of the children is not foreseen. For example, the Department of North will present the French legislative framework on integrated child protection and how it is translated into the on-the-ground work of the region, and, therefore, targeted directly at EU delegates in charge of the legal and policy framework at the national level.

Ethical interaction with children will on the other hand be a very important topic of training needs assessment.

Equality & mainstreaming

1. The best practices presented in the project are particularly focused on mitigating risk factors of violence in families. Research shows that domestic violence disproportionately affects women and girls³¹. Therefore, achieving the long-term objectives of the project will specifically translate into improving the situation of these populations. This effect will be all the greater because a strong emphasis in the project is placed on examining the capacity of practices to support families and children who are seeking refuge from war zones in Ukraine. Available data shows that the vast majority of these are women with children³². Providing them and their close ones with support as they build their lives in the EU will improve their chances to lead a meaningful life and fully realize their personal and professional potential.

2. As the majority of professionals working in child welfare services are women³³, the training needs assessment will specifically enhance female professionals capacities.

3. The project involves extensive safeguarding measures that guarantee equal access to all project activities for men and women and people with disabilities. All venues where study visit activities will take place will be adapted for people with disabilities. This will ensure that all professionals, regarding of their gender and/or disability, may be equally able to benefit from the project activities.

4. In all project activities, Partners will take into account gender balance principles. Gender mainstreaming will govern the composition of the speakers during the study visits, the panellists during the webinars, the respondents in the training needs assessment and all participants of project activities.

5. As the main target are child protection professionals and most of the professionals are women we will take this into consideration when drafting our activity promotional materials and communications as well as the follow up publication. Save the date, invitation, concept notes for the study visit, questions for the training needs assessment etc, will have the elements of the gender balance. As we are dealing with children directly only in the study visit to be held in Italy with specific safeguards put in place, the age of the children including girls it is not directly relevant.

The risk of lack of equal participation in all project activities is described in section 2.7 – Risk Management. Equal participation will be also monitored through indicators set in section 2.5 – Project management.

5.2 Security

Security

Not applicable.

6. DECLARATIONS

Double funding

³¹ <https://www.womensaid.org.uk/information-support/what-is-domestic-abuse/domestic-abuse-is-a-gendered-crime/>

³² <https://www.bloomberg.com/news/articles/2022-03-30/ukrainian-refugees-top-4-million-nearing-10-of-population>

³³ <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4986080/>

EU Grants: Application form (CERV): V1.0 – 01.04.2021

| Information concerning other EU grants for this project | YES/NO |
|---|--------|
| ⚠ Please note that there is a strict prohibition of double funding from the EU budget (except under EU Synergies actions). | |
| We confirm that to our best knowledge neither the project as a whole nor any parts of it have benefitted from any other EU grant (including EU funding managed by authorities in EU Member States or other funding bodies, e.g. Erasmus, EU Regional Funds, EU Agricultural Funds, European Investment Bank, etc). If NO, explain and provide details. | Yes |
| We confirm that to our best knowledge neither the project as a whole nor any parts of it are (nor will be) submitted for any other EU grant (including EU funding managed by authorities in EU Member States or other funding bodies, e.g. Erasmus, EU Regional Funds, EU Agricultural Funds, European Investment Bank, etc). If NO, explain and provide details. | Yes |

| Financial support to third parties (if applicable) |
|--|
| <i>If in your project the maximum amount per third party will be more than the threshold amount set in the Call document, justify and explain why the higher amount is necessary in order to fulfil your project's objectives.</i> |
| n/a |

ANNEXES

LIST OF ANNEXES

Standard

Detailed budget table/Calculator (annex 1 to Part B) — *mandatory for Lump Sum Grants (see [Portal Reference Documents](#))*

CVs (annex 2 to Part B) — *mandatory, if required in the Call document*

Annual activity reports (annex 3 to Part B) — *mandatory, if required in the Call document*

List of previous projects (annex 4 to Part B) — *mandatory, if required in the Call document*

Special

Other annexes (annex 5 to Part B) — *mandatory, if required in the Call document*

LIST OF PREVIOUS PROJECTS

| List of previous projects | | | | | |
|--|---|-----------------------------|----------------------------|----------------|---|
| <i>Please provide a list of your previous projects for the last 3 years.</i> | | | | | |
| Participant | Project Reference No and Title, Funding programme | Period (start and end date) | Role (COO, BEN, AE, OTHER) | Amount (EUR) | Website (if any) |
| University of Ireland, Galway | 814249_H2020-MSCA-ITN-2018 <i>Disability Advocacy Research in Europe</i> | 01/01/2019 31/12/2022 | OTHER | Not Applicable | http://www.nuigalway.ie/centre-disability-law-policy/research/projects/current/dare/ |

EU Grants: Application form (CERV): V1.0 – 01.04.2021

| | | | | | |
|--|---|--------------------------|-----|----------------|---|
| ANCI Toscana | VP/2020/003 <i>Reticulate Project</i> | 01/11/2021 31/05/2024 | BEN | 1 435 544.10 | https://www.esn-eu.org/about/social-innovation-projects |
| Social Rights Department of the region of Asturias | VP / 2020/003 <i>xEiTU Project</i> | 01/11/2021 31/05/2024 | BEN | 1.598.527,57 | https://www.esn-eu.org/about/social-innovation-projects |
| Junta Castilla y Leon | VP/2019/003/0103 <i>Rural Care</i> | 01/01/2020 31/01/2023 | BEN | 2,772,762.97 | https://ruralcare.eu/ |
| ESN | 2022 ESN Annual Work Programme Number: 10105916 | 01/01/2022 31/12/2022 | COO | 1 110 267.00 | https://www.esn-eu.org/ |
| ESN | ESF-2021-OG-NETW-NGO-FPA Number: 101058941 | 01/01/2022 31/12/2025 | COO | Not Applicable | https://www.esn-eu.org/ |
| ESN | VP/2020/005/0024 <i>2021 Annual Work Programme European Social Network</i> | 01/01/2021 31/12/2021 | COO | 1 052 924.79 | https://www.esn-eu.org/ |
| ESN | VP/2019/013/0032 <i>2020 European Social Network Annual Work Programme</i> | 01/01/2020 31/12/2020 | COO | 1 147 968.64 | https://www.esn-eu.org/ |
| ESN | VP/2018/016/0034 <i>European Social Network 2019 Annual Work Programme</i> | 01/01/2019 31/12/2019 | COO | 1 161 637.81 | https://www.esn-eu.org/ |
| ESN | VP/2017/015/0079 <i>European Social Network 2018-2021 Strategic Plan and 2018 Work Prog.</i> | 01/01/2018 31/12/2021 | COO | 1 130 214.66 | https://www.esn-eu.org/ |
| ESN | VP/2016/012/0014 <i>European Social Network's Annual Work Programme for 2017</i> | 01/01/2017 31/12/2017 | COO | 1 131 615.08 | https://www.esn-eu.org/ |
| ESN | VP/2015/010/004 <i>European Social Network's Annual Work Programme for 2016</i> | 01/01/2016 31/12/2016 | COO | 1 148 583.39 | https://www.esn-eu.org/ |

| HISTORY OF CHANGES | | |
|--------------------|------------------|---|
| VERSION | PUBLICATION DATE | CHANGE |
| 1.0 | 01.04.2021 | Uploaded in the portal for evaluation 26 April at 15:34 (Brussels Local time) |
| 2.0 | 16.12.2022 | 3.2 updated compared to version 1 5.1 updated compared to version 1 |
| | | |
| | | |
| | | |

ANNEX 2

ESTIMATED BUDGET FOR THE ACTION

| Forms of funding | Estimated eligible ¹ costs (per budget category) | | | | | | | | | | | Estimated EU contribution ² | | | Maximum grant amount ⁶ |
|---|---|-------------------------|-------------------------|-------------------|----------------------------|---------------|--------------------------|-------------------------------------|--|-----------------------------|--------------------------------------|--|------------|------------|-----------------------------------|
| | Direct costs | | | | | | Indirect costs | | Total costs | Funding rate % ⁴ | EU contribution to eligible costs | | | | |
| | A. Personnel costs | | B. Subcontracting costs | C. Purchase costs | | | D. Other cost categories | E. Indirect costs ³ | | | Maximum EU contribution ⁵ | Requested EU contribution | | | |
| A.1 Employees (or equivalent) | A.4 SME owners and natural person beneficiaries | A.5 Volunteers | B. Subcontracting | | C.1 Travel and subsistence | | C.2 Equipment | C.3 Other goods, works and services | D.1 Financial support to third parties | E. Indirect costs | f = a + b + c + d + e | g = f * U% | h | m | |
| A.2 Natural persons under direct contract | A.3 Seconded persons | Unit costs ⁷ | Unit costs ⁷ | Actual costs | Travel | Accommodation | Subsistence | Unit ⁷ or actual costs | Unit ⁷ or actual costs | Actual costs | | | | | Actual costs |
| a1 | a3 | a4 | b | c1a | c1b | c1c | c2 | c3 | d1 | e | f = a + b + c + d + e | g = f * U% | h | m | |
| 1 - ESN | 68 220,00 | 0,00 | 0,00 | 0,00 | 4 900,00 | 0,00 | 0,00 | 0,00 | 0,00 | 0,00 | 5 265,40 | 72 436,86 | 72 436,85 | 72 436,85 | |
| 2 - Tishla | 45 510,00 | 0,00 | 0,00 | 0,00 | 14 493,00 | 0,00 | 0,00 | 0,00 | 0,00 | 0,00 | 4 616,71 | 63 512,74 | 63 512,73 | 63 512,73 | |
| 3 - CD 59 | 22 680,00 | 0,00 | 0,00 | 0,00 | 14 610,00 | 0,00 | 0,00 | 0,00 | 0,00 | 0,00 | 3 341,80 | 45 973,62 | 45 973,62 | 45 973,62 | |
| 4 - AIF Graz | 34 110,00 | 0,00 | 0,00 | 0,00 | 13 865,00 | 0,00 | 0,00 | 0,00 | 0,00 | 0,00 | 4 054,75 | 61 979,75 | 55 781,78 | 55 781,77 | |
| 5 - SOS IT | 17 710,00 | 0,00 | 0,00 | 0,00 | 13 823,00 | 0,00 | 0,00 | 0,00 | 0,00 | 0,00 | 3 114,16 | 47 602,16 | 42 841,94 | 42 841,94 | |
| 6 - SOS KDI | 19 300,00 | 0,00 | 0,00 | 0,00 | 3 773,00 | 0,00 | 0,00 | 0,00 | 0,00 | 0,00 | 1 615,11 | 24 688,11 | 22 219,29 | 22 219,29 | |
| Σ consortium | 207 530,00 | 0,00 | 0,00 | 0,00 | 65 469,00 | 0,00 | 0,00 | 0,00 | 0,00 | 0,00 | 22 007,93 | 336 406,93 | 302 766,20 | 302 766,20 | |

¹ See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules).

² The consortium remains free to decide on a different internal distribution of the EU funding (via the consortium agreement; see Article 7).

³ Indirect costs already covered by an operating grant (received under any EU funding programme) are ineligible (see Article 6.3). Therefore, a beneficiary/affiliated entity that receives an operating grant during the action duration cannot declare indirect costs for the year(s)/reporting period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please immediately contact us via the EU Funding & Tenders Portal for details.

⁴ See Data Sheet for the funding rate(s).

⁵ This is the theoretical amount of the EU contribution to costs, if the reimbursement rate is applied to all the budgeted costs. This theoretical amount is then capped by the 'maximum grant amount'.

⁶ The 'maximum grant amount' is the maximum grant amount decided by the EU. It normally corresponds to the requested grant, but may be lower.

⁷ See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

⁸ See Data Sheet for the flat-rate.

ANNEX 2a

ADDITIONAL INFORMATION ON UNIT COSTS AND CONTRIBUTIONS

SME owners/natural person beneficiaries without salary (Decision C(2020) 7115¹)

Type: unit costs

Units: days spent working on the action (rounded up or down to the nearest half-day)

Amount per unit (daily rate): calculated according to the following formula:

$$\begin{aligned} &\{EUR\ 5\ 080 / 18\ days = \mathbf{282,22}\} \\ &\text{multiplied by} \\ &\{\text{country-specific correction coefficient of the country where the beneficiary is established}\} \end{aligned}$$

The country-specific correction coefficients used are those set out in the Horizon Europe Work Programme (section Marie Skłodowska-Curie actions) in force at the time of the call (see [Portal Reference Documents](#)).

Volunteers (Decision C(2019)2646²)

Type: unit costs

Units: days spent working on the action (rounded up or down to the nearest half-day)

Amount per unit (daily rate):

| Country | Daily rate in € |
|--|-----------------|
| Denmark, Ireland, Luxembourg, Netherlands, Austria, Sweden, Liechtenstein, Norway | 157 |
| Belgium, Germany, France, Italy, Finland, United Kingdom, Iceland | 131 |
| Czech Republic, Greece, Spain, Cyprus, Malta, Portugal, Slovenia | 78 |
| Bulgaria, Estonia, Croatia, Latvia, Lithuania, Hungary, Poland, Romania, Slovakia | 47 |
| Australia, Canada, Hong King, Israel, Japan, Kuwait, Macao, New Zealand, Qatar, United Arab Emirates, United States of America, Switzerland. | 92 |
| Albania, Angola, Antigua and Barbuda, Argentina, Barbados, Bosnia and Herzegovina, Brazil, Chile, Colombia, Comoros, Cook Islands, Dominica, Gabon, Grenada, Ivory Coast, Former Yugoslav Republic of Macedonia, Kosovo, Lebanon, Libya, Mexico, Montenegro, Nigeria, Peru, Saint Kitts And Nevis, Saint Lucia, Saint Vincent And the Grenadines, Sao Tome and Principe, Serbia, Seychelles, Thailand, Turkey, Ukraine, Uruguay, Venezuela, Zambia, Zimbabwe | 45 |
| Afghanistan, Azerbaijan, Bahamas, Bolivia, Burkina Faso, Cameroon, China, Congo, Costa Rica, Djibouti, Dominican Republic, Ecuador, El | 32 |

¹ Commission [Decision](#) of 20 October 2020 authorising the use of unit costs for the personnel costs of the owners of small and medium-sized enterprises and beneficiaries that are natural persons not receiving a salary for the work carried out by themselves under an action or work programme (C(2020)7715).

² Commission [Decision](#) of 10 April 2019 authorising the use of unit costs for declaring personnel costs for the work carried out by volunteers under an action or a work programme (C(2019)2646).

| | |
|---|-----------|
| <p>Salvador, Georgia, Guatemala, Guinea-Bissau, Haiti, Iran, Iraq, Jamaica, Jordan, Kazakhstan, Kenya, Micronesia, Morocco, Mozambique, Namibia, Palestine, Panama, Papua New Guinea, Paraguay, Senegal, South Africa, Surinam, Swaziland, Russia, Trinidad and Tobago, Vanuatu</p> | |
| <p>Algeria, Armenia, Bangladesh, Belarus, Belize, Benin, Bhutan, Botswana, Myanmar, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Congo – Democratic Republic of the-, Cuba, Korea (DPR), Egypt, Eritrea, Ethiopia, Equatorial Guinea, Fiji Island, Gambia, Ghana, Guinea, Guyana, Honduras, India, Indonesia, Kiribati, Kyrgyzstan, Laos, Lesotho, Liberia, Madagascar, Malawi, Malaysia, Maldives, Mali, Marshall Islands, Mauritania, Mauritius, Moldova, Mongolia, Nauru, Nepal, Nicaragua, Niger, Niue, Pakistan, Palau, Philippines, Rwanda, Samoa, Sierra Leone, Solomon, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Tajikistan, Tanzania, Timor-Leste – Democratic Republic of, Togo, Tonga, Tunisia, Turkmenistan, Tuvalu, Uganda, Uzbekistan, Vietnam, Yemen</p> | <p>17</p> |

**Travel and subsistence** (Decision C(2021)35³)**Travel**

Type: unit costs

Units: travel (journeys) for the action

Amount per unit:

standard:

for travel of 50 -399km (inside EU countries):

| Country | Unit costs in € | Country | Unit costs in € | Country | Unit costs in € |
|---------|-----------------|---------|-----------------|---------|-----------------|
| AT | 60 | FI | 36 | PL | 20 |
| BE | 46 | FR | 64 | PT | 40 |
| BG | 12 | HR | 36 | RO | 16 |
| CZ | 20 | HU | 28 | SE | 56 |
| DE | 64 | IE | 36 | SI | 27 |
| DK | 76 | IT | 52 | SK | 20 |
| EE | 16 | LT | 20 | | |
| EL | 36 | LV | 16 | | |
| ES | 52 | NL | 49 | | |

³ Commission [Decision](#) of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).



for travel of 50 -399km (land-based; between EU countries):

| MS | AT | BE | BG | CZ | DE | DK | EE | EL | ES | FI | FR | HR | HU | IE | IT | LT | LU | LV | NL | PL | PT | RO | SE | SI | SK | |
|----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| AT | | | | 58 | 65 | | | | | | 64 | 58 | 58 | | 58 | | | | | 58 | | | 58 | | 58 | 58 |
| BE | | | | | 82 | | | | | | 82 | | | | | | 50 | | 82 | | | | | | | |
| BG | | | | | | | | 37 | | | | 36 | 26 | | | | | | | | | | 17 | | | |
| CZ | 58 | | | | 65 | | | | 64 | | 64 | 36 | 26 | | | | | | | 20 | | | 19 | | 37 | 21 |
| DE | 65 | 82 | | 65 | | 76 | | | 82 | | 82 | 65 | | | 65 | | 82 | | 65 | 65 | | | | 76 | | |
| DK | | | | | 76 | | | | | | | | | | | | | | 76 | | | | | | | |
| EE | | | | | | | | | | | | | | | | 22 | | 22 | | | | | | | | |
| EL | | | 37 | | | | | | | | | | | | | | | | | | | | | | | |
| ES | | | | | | | | | | | 82 | | | | | | | | | | | 54 | | | | |
| FI | | | | | | | | | | | | | | | | | | | | | | | | 55 | | |
| FR | 64 | 82 | | 64 | 82 | | | | 82 | | | | | | 82 | | 82 | | 82 | | | | | | | |
| HR | 58 | | 36 | 36 | 65 | | | | | | | 36 | | | 50 | | | | | | | | 36 | | 37 | |
| HU | 589 | | 26 | 26 | | | | | | | 36 | | | | 50 | | | | | 26 | | | 26 | | 37 | 26 |
| IE | | | | | | | | | | | | | | | | | | | | | | | | | | |
| IT | 58 | | | | 65 | | | | | | 82 | 50 | 50 | | | | | | | | | | | | 50 | |
| LT | | | | | | | 22 | | | | | | | | | | | 19 | | 20 | | | | | | |
| LU | | 50 | | | 82 | | | | | | 82 | | | | | | | | 82 | | | | | | | |
| LV | | | | | | | 22 | | | | | | | | | 19 | | | | 20 | | | | | | |
| NL | | 82 | | | 65 | 76 | | | | | 82 | | | | | | 82 | | | | | | | | | |
| PL | 58 | | | 20 | 65 | | | | | | | | 26 | | | 20 | | 20 | | | | | 20 | | | 21 |
| PT | | | | | | | | | 54 | | | | | | | | | | | | | | | | | |
| RO | 58 | | 17 | 19 | | | | | | | | 36 | 26 | | | | | | | 20 | | | | | | 21 |
| SE | | | | | | 76 | | | | 55 | | | | | | | | | | | | | | | | |
| SI | 58 | | | 37 | 65 | | | | | | | 37 | 37 | | 50 | | | | | | | | | | | 37 |
| SK | 58 | | | 21 | | | | | | | | | 26 | | | | | | | 21 | | | 21 | | | 37 |

No connection below 400 km

for travel of 50-399km not covered above: EUR 196



for travel of 400 km or more* (air or rail or combined air/rail):

| Distance Band | Unit costs in € | Distance Band | Unit costs in € | Distance Band | Unit costs in € |
|---------------|-----------------|---------------|-----------------|---------------|-----------------|
| 400-600 | 196 | 1601-2000 | 295 | 4501-6000 | 637 |
| 601-800 | 209 | 2001-2500 | 343 | 6001-7500 | 720 |
| 801-1200 | 221 | 2501-3500 | 433 | 7501-10000 | 961 |
| 1201-1600 | 230 | 3501-4500 | 527 | 10001-Max | 1 101 |

* All distances to be measured using the [rail calculator](#) or [flight calculator](#).

special rates:

for travel from EU countries to EU outermost regions or OCTs:

| Remote region | Unit costs in € | Remote region | Unit costs in € | Remote region | Unit costs in € |
|------------------|-----------------|---------------|-----------------|---------------------------|-----------------|
| Aruba | 1 343 | French Guiana | 905 | Saint Helena | 2 395 |
| Bonaire | 1 344 | Martinique | 958 | Saint Martin | 939 |
| Curacao | 1 302 | Mayotte | 1 170 | Saint Pierre and Miquelon | 1 832 |
| French Polynesia | 2 204 | New Caledonia | 2 065 | Wallis and Futuna | 2 398 |
| Greenland | 1 118 | Réunion | 1 040 | | |
| Guadeloupe | 801 | Saba | 1 286 | | |

for travel to/from location 400 km or more from nearest airport: increase applicable unit cost by 50%

Accommodation

Type: unit costs

Units: nights spent on travel for the action

Amount per unit:

| Country | Accommodation - € per night | Country | Accommodation - € per night | Country | Accommodation - € per night |
|------------------------|-----------------------------|--------------|-----------------------------|-----------------|-----------------------------|
| Albania | 101 | Greece | 107 | North Macedonia | 95 |
| Algeria | 157 | Hungary | 105 | Norway | 145 |
| Armenia | 115 | Iceland | 190 | Palestine | 140 |
| Austria | 126 | Ireland | 139 | Poland | 103 |
| Azerbaijan | 136 | Israel | 187 | Portugal | 109 |
| Belarus | 108 | Italy | 114 | Romania | 109 |
| Belgium | 137 | Jordan | 140 | Serbia | 105 |
| Bosnia and Herzegovina | 90 | Kosovo | 92 | Slovakia | 98 |
| Bulgaria | 110 | Latvia | 95 | Slovenia | 113 |
| Croatia | 104 | Lebanon | 154 | Spain | 117 |
| Cyprus | 120 | Libya | 146 | Sweden | 158 |
| Czechia | 107 | Lichtenstein | 135 | Switzerland | 178 |
| Denmark | 158 | Lithuania | 94 | Syria | 145 |
| Egypt | 152 | Luxembourg | 163 | Tunisia | 99 |
| Estonia | 107 | Malta | 141 | Turkey | 116 |
| Finland | 146 | Moldova | 133 | Ukraine | 122 |
| France | 166 | Montenegro | 98 | United Kingdom | 151 |
| Germany | 119 | Morocco | 129 | | |
| Georgia | 134 | Netherlands | 133 | | |

Subsistence

Type: unit costs

Units: days spent on travel for the action

Amount per unit ('daily rate'):

| Country | Subsistence daily rate in € | Country | Subsistence daily rate in € | Country | Subsistence daily rate in € |
|------------------------|-----------------------------|--------------|-----------------------------|-----------------|-----------------------------|
| Albania | 50 | Greece | 82 | North Macedonia | 50 |
| Algeria | 85 | Hungary | 64 | Norway | 80 |
| Armenia | 70 | Iceland | 85 | Palestine | 60 |
| Austria | 102 | Ireland | 108 | Poland | 67 |
| Azerbaijan | 70 | Israel | 105 | Portugal | 83 |
| Belarus | 90 | Italy | 98 | Romania | 62 |
| Belgium | 102 | Jordan | 60 | Serbia | 60 |
| Bosnia and Herzegovina | 65 | Kosovo | 60 | Slovakia | 74 |
| Bulgaria | 57 | Latvia | 73 | Slovenia | 84 |
| Croatia | 75 | Lebanon | 70 | Spain | 88 |
| Cyprus | 88 | Libya | 50 | Sweden | 117 |
| Czech Republic | 70 | Lichtenstein | 80 | Switzerland | 80 |
| Denmark | 124 | Lithuania | 69 | Syria | 80 |
| Egypt | 65 | Luxembourg | 98 | Tunisia | 60 |
| Estonia | 80 | Malta | 88 | Turkey | 55 |
| Finland | 113 | Moldova | 80 | Ukraine | 80 |
| France | 102 | Montenegro | 60 | United Kingdom | 125 |
| Germany | 97 | Morocco | 75 | | |
| Georgia | 80 | Netherlands | 103 | | |

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

CHILD AND FAMILY AGENCY (Tusla), PIC 911541011, established in FLOORS 2-5 BRUNEL BUILDING HEUSTON SOUTH QUARTER, DUBLIN, Ireland,

hereby agrees

to become beneficiary

in Agreement No 101096969 — SbS ('the Agreement')

between EUROPEAN SOCIAL NETWORK (ESN) and the European Union ('EU'), represented by the European Commission ('European Commission' or 'granting authority'),

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 terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

DEPARTEMENT DU NORD (CD 59), PIC 934041907, established in RUE GUSTAVE DELORY 51R, LILLE 59047, France,

hereby agrees

to become beneficiary

in Agreement No 101096969 — SbS ('the Agreement')

between EUROPEAN SOCIAL NETWORK (ESN) and the European Union ('EU'), represented by the European Commission ('European Commission' or 'granting authority'),

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 terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

STADT GRAZ (AJF Graz), PIC 972558376, established in HAUPTPLATZ 1 RATHAUS, GRAZ 8010, Austria,

hereby agrees

to become beneficiary

in Agreement No 101096969 — SbS ('the Agreement')

between EUROPEAN SOCIAL NETWORK (ESN) and the European Union ('EU'), represented by the European Commission ('European Commission' or 'granting authority'),

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 terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

SOS VILLAGGI DEI BAMBINI (SOS IT), PIC 911803881, established in VIA DURAZZO 5, Milano 20134, Italy,

hereby agrees

to become beneficiary

in Agreement No 101096969 — SbS ('the Agreement')

between EUROPEAN SOCIAL NETWORK (ESN) and the European Union ('EU'), represented by the European Commission ('European Commission' or 'granting authority'),

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 terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

SOS-KINDERDORF INTERNATIONAL (SOS KDI), PIC 939166902, established in HERMANN GMEINER STRASSE 51, INNSBRUCK 6020, Austria,

hereby agrees

to become beneficiary

in Agreement No 101096969 — SbS ('the Agreement')

between EUROPEAN SOCIAL NETWORK (ESN) and the European Union ('EU'), represented by the European Commission ('European Commission' or 'granting authority'),

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 terms and conditions it sets out.

SIGNATURE

For the beneficiary

FINANCIAL STATEMENT FOR [PARTICIPANT NAME] FOR REPORTING PERIOD [NUMBER]

| Eligible ¹ costs (per budget category) | | | | | | | | | | | | | | |
|---|--|-------------------------|---|-------------------------|-------------------|-----------------------------------|-----------------------------------|--------------------------------------|---|---|-----------------------------|--------------------------------------|---------------------------|--------------------------------|
| Direct costs | | | | Indirect costs | | EU contribution to eligible costs | | | Total requested EU contribution | | | | | |
| A. Personnel costs | | B. Subcontracting costs | C. Purchase costs | | | D. Other cost categories | E. Indirect costs ² | Total costs | | EU contribution ² | | | | |
| A.1. Employees (or equivalent) | A.2. Natural persons under direct contract | A.3. Seconded persons | A.4. SME owner and natural person beneficiaries | A.5. Volunteers | B. Subcontracting | C.1. Travel and subsistence | C.2. Equipment | C.3. Other goods, works and services | D.A. Financial support to third parties | E. Indirect costs | Funding rate % ³ | Maximum EU contribution ⁴ | Requested EU contribution | Revenues |
| Actual costs | Unit costs ⁵ | Unit costs ⁵ | Unit costs ⁵ | Unit costs ⁵ | Actual costs | Unit ⁵ or actual costs | Unit ⁵ or actual costs | Actual costs | Actual costs | E. Indirect costs | | | | Income generated by the action |
| a1 | a3 | a4 | b | c1a | c1b | c1c | c2 | c3 | da | e = fb/cost* ((a1+a3)+b+c2+ c3)+ c1c+c1d+c3+da)) | U | g + PUK | h | n |
| Forms of funding | | | | | | | | | | | | | | |
| XX- (short name beneficiary/affiliated entity) | | | | | | | | | | | | | | |

The beneficiary/affiliated entity hereby confirms that:
 The information provided is complete, reliable and true.
 The costs and contributions declared are eligible (see Article 6).
 The costs and contributions 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 19, 20 and 25).
 For the last reporting period, that all the revenues have been declared (see Article 22).

0. Please declare all eligible costs and contributions, 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 costs/contributions that are found to be ineligible.

¹ See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules).

² If you have also received an EU operating grant during this reporting period, you cannot claim indirect costs - unless you can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please contact us immediately via the Funding & Tenders Portal for details.

³ See Data Sheet for the reimbursement rates(s).

⁴ This is the theoretical amount of EU contribution to costs that the system calculates automatically (by multiplying the reimbursement rates by the costs declared). The amount you request (in the column 'requested EU contribution') may be less.

⁵ See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

⁶ See Data Sheet for the flat rate.

ANNEX 5

SPECIFIC RULES

INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16)

Rights of use of the granting authority on results for information, communication, dissemination and publicity purposes

The granting authority also has the right to exploit non-sensitive results of the action for information, communication, dissemination and publicity purposes, using any of the following modes:

- **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- **distribution to the public** in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file
- **editing** or **redrafting** (including shortening, summarising, changing, correcting, cutting, inserting elements (e.g. meta-data, legends or other graphic, visual, audio or text elements extracting parts (e.g. audio or video files), dividing into parts or use in a compilation
- **translation** (including inserting subtitles/dubbing) in all official languages of EU
- **storage** in paper, electronic or other form
- **archiving** in line with applicable document-management rules
- the right to authorise **third parties** to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out in this provision
- **processing**, analysing, aggregating the results and **producing derivative works**
- **disseminating** the results in widely accessible databases or indexes (such as through ‘open access’ or ‘open data’ portals or similar repositories, whether free of charge or not.

The beneficiaries must ensure these rights of use for the whole duration they are protected by industrial or intellectual property rights.

If results are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they

comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17)

Additional communication and dissemination activities

The beneficiaries must engage in the following additional communication and dissemination activities:

- present the project (including project summary, coordinator contact details, list of participants, European flag and funding statement and project results) on the beneficiaries' websites or social media accounts
- for actions involving **publications**, mention the action and the European flag and funding statement on the cover or the first pages following the editor's mention
- for actions involving public **events**, display signs and posters mentioning the action and the European flag and funding statement
- upload the public **project results** to the Rights and Values Project Results platform, available through the Funding & Tenders Portal.



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COMMISSION PERMANENTE
Réunion du 18 décembre 2023

OBJET : Attribution d'aides financières dans les domaines de la Prévention et la Protection de l'Enfance, la Famille, la Prévention et l'Autonomie des Jeunes et la Santé, participation du Département à un programme européen dans le cadre de la protection de l'enfance

Le Département soutient financièrement des associations et des collectivités territoriales qui mènent des actions, notamment de prévention, en faveur de l'Enfance, de la Famille, de la Jeunesse et de la Santé. Le Département, chef de file de la Protection de l'Enfant, dans le cadre de ses orientations politiques fortes autour des violences intrafamiliales et notamment celles faites aux enfants participe à des programmes européens pour appréhender des dispositifs innovants avec les pays partenaires.

A – Attribution d'aides financières dans les domaines de la prévention et protection de l'enfance, les familles, l'autonomie des jeunes et la santé

Les actions présentées dans ce rapport s'inscrivent dans les orientations départementales définies par la délibération cadre relative à la feuille de route pour la protection de l'enfant (DGASOL/2020/157 du 16/11/2020). Elles visent notamment à développer les actions d'aide à la parentalité, à contribuer à l'amélioration et au développement des modes de garde pour la petite enfance, à soutenir les actions de prévention auprès des publics les plus fragiles et à améliorer l'accompagnement et les conditions d'accueil des enfants confiés à l'ASE.

Il est proposé d'allouer :

- 27 aides financières de fonctionnement pour 23 partenaires, telles que présentées dans le tableau financier joint en annexe 1 du rapport, pour un montant total de 984 251 € pour 2023.

1. Attribution d'aides financières dans le cadre d'actions relevant de la Protection Maternelle et Infantile (annexes 2 et 2 bis)

Les Lieux d'Accueil Enfants-Parents (LAEP), véritable outil de prévention, lieux de ressources, libre de fréquentation, sont ouverts aux enfants âgés de moins de six ans accompagnés par un adulte ou personne de leur entourage afin de participer à des temps conviviaux autour de jeux et d'échanges. Ils participent à l'éveil et à la socialisation de l'enfant, apportent un appui aux parents dans l'exercice de leur rôle, par des échanges avec d'autres parents ou avec des professionnels.

Dans le cadre des orientations de la prévention et de la protection de l'enfance, il est proposé au titre du fonctionnement, une prise en charge financière selon le nombre de naissances enregistré sur la commune : les communes dont le nombre de naissances est inférieur à 380 naissances par an bénéficient d'un financement annuel correspondant à la prise en charge de 4 heures par mois d'un accueillant selon la tarification habituelle des psychologues vacataires intervenant en consultation PMI (délibération DRH/2022/154 en Conseil départemental du 30 mai 2022) ; au-delà de 380 naissances, la

participation départementale est à hauteur de 4 heures par semaine dans la limite d'une séance par semaine.

Après une période plus creuse due à la crise sanitaire, la fréquentation des LAEP est de nouveau à la hausse et atteint pratiquement le niveau de 2019.

Il est proposé de poursuivre le soutien financier des 16 Lieux d'Accueil Enfants-Parents, gérés par des associations, des communes ou des établissements publics, repris au tableau de financement joint en annexe au rapport, pour un montant total de 60 160 € pour l'année 2023.

2. Attribution d'aides financières dans le cadre de l'accompagnement à la parentalité (annexe 3)

Espace Chassagny – La Sauvegarde du Nord

L'Espace Claude Chassagny est un Centre Médico-Psycho-Pédagogique (CMPP) qui s'adresse à des adolescents de 12 à 20 ans confrontés à des difficultés d'apprentissage et à l'échec scolaire. A côté de ses fonctions de dépistage, de diagnostic et de soins dédiés aux CMPP, l'Espace Chassagny offre aux adolescents accompagnés une palette d'actions dans trois domaines d'activités (activités artistiques, soins, apprentissages) à travers lesquels la clinique se présente comme vecteur transversal pour établir des synergies entre les actions de remise à niveau scolaire, le travail en ateliers d'activités artistiques et les prises en charge médico-psychologiques.

L'Espace Chassagny est donc un lieu d'accueil, d'écoute, d'accompagnement et d'orientation des adolescents et jeunes majeurs, souffrant de difficultés psychiques qui contrarient leur énergie et leur désir d'apprendre.

En 2022, la fréquentation de l'espace est en hausse : 41,7% (30% en 2021) des 194 adolescents accueillis (131 en 2021) étaient déscolarisés ou non scolarisés ; 55 jeunes accueillis étaient concernés par les services du Département (contre 40 l'année précédente).

L'évaluation des activités réalisées en 2022, la prise en charge en hausse des adolescents confiés à l'Aide Sociale à l'Enfance permet de proposer le renouvellement du soutien financier du Département dans le cadre d'une convention annuelle à hauteur de 100 000 € par an pour 2023.

UDAF du Nord

L'UDAF du Nord, qui fédère 105 associations et plus de 9 000 adhérents, a pour mission de défendre, d'informer, d'orienter et d'accompagner les familles dans le Département. L'action principale est de pouvoir faire le lien entre les familles et les différents professionnels ayant pour mission d'intervenir auprès d'eux avec la mise en œuvre d'un « Point Info Famille » (PIF) et d'un « Point Conseil Budget » (PCB). En 2022, l'association a obtenu un 3^{ème} label PCB itinérant (Sud Métropole).

En 2022, des rencontres partenariales et actions collectives (6) ont été menées sur tout le territoire ainsi que des entretiens avec le public en hausse de 19% par rapport à l'année précédente (accompagnement de 383 personnes).

Au regard de l'activité réalisée en 2022, il est proposé de poursuivre le renouvellement du soutien financier du Département à l'association dans le cadre d'une convention annuelle, à hauteur de 15 000 € pour 2023.

Changeons de regard

Changeons de Regard Loisirs Pluriel Tourcoing propose des temps loisirs mixtes (mercredi, samedi, vacances scolaires) pour enfants et adolescents porteurs de handicap ou non âgés de 3 à 17 ans. L'association est gestionnaire d'un centre de loisirs enfants et d'un espace jeunes. Depuis 2010, Loisirs Pluriel apporte une réponse aux besoins de répit des parents et de loisirs pour les enfants et jeunes. L'inconditionnalité de l'accueil permet aux familles dont les enfants sont porteurs de handicap lourd (polyhandicap, troubles du spectre autistiques sévères...) d'avoir une réponse adaptée à la santé de leurs enfants. La priorité est de répondre à une forte demande des familles en besoin de répit et de leurs

enfants dont le droit aux loisirs et à l'accès aux lieux de socialisation doit être respecté. A Tourcoing, 65 enfants (porteurs ou non de handicap) et 11 adolescents (porteurs ou non de handicap) sont en attente d'une place au sein des accueils Loisirs Pluriel.

Compte-tenu de l'intérêt des actions proposées par l'association Changeons de regard, il est proposé de renouveler le soutien financier du Département à hauteur de 13 000 € pour 2023.

3. Attribution d'aides financières dans le cadre de la prévention et protection de l'enfance (annexe 4)

France Parrainages

France Parrainages est une association nationale d'aide à l'enfance disposant d'une antenne dans le Nord depuis 2002. Elle favorise la mise en place de relations privilégiées et durables entre un adulte et un enfant, permettant de tisser des liens affectifs et sociaux de type familial. En matière de protection de l'enfance, le parrainage de proximité offre un environnement favorable à l'épanouissement de l'enfant et constitue un levier dans le soutien à la parentalité.

L'association propose différents programmes de parrainage de proximité dans le Département du Nord pour répondre aux besoins et aux projets des mineurs concernés. Elle offre un accompagnement aux parrains sous forme de réunions d'information, de temps d'accompagnement collectifs et de groupes de parole.

En 2022, l'association a accompagné 150 à 160 parrainages, majoritairement concentrés sur les territoires de la métropole de Lille et Roubaix-Tourcoing.

En 2023, l'association souhaite mettre en place du parrainage dans les territoires éloignés de la métropole, ou en faveur des enfants confiés à l'ASE les plus vulnérables (les pupilles de l'Etat, les enfants en délégation d'autorité parentale ou en tutelle, les mineurs non accompagnés).

Compte-tenu de l'activité réalisée en 2022 et des objectifs proposés pour 2023, le Département du Nord propose de renouveler son soutien financier à l'association dans le cadre d'une convention, en attribuant une aide financière de 200 000 € pour l'année 2023.

UDAF Respire

Le Réseau d'Entraide et de Solidarité et de Partage dans l'Intérêt et le Respect de l'Enfant (RESPIRE) a été créé en 2017 par l'Union Départementale des Associations Familiales (UDAF).

Le parrainage de proximité mis en œuvre par RESPIRE consiste à apporter un soutien à un enfant par l'expérimentation de temps partagés entre des adultes et des enfants, construire une relation affective privilégiée et durable entre un filleul et un adulte parrain/marraine, et constituer ainsi un ancrage relationnel dans la société civile.

En matière de protection de l'enfance, le parrainage de proximité offre un environnement favorable à l'épanouissement de l'enfant et constitue un levier dans le soutien à la parentalité.

13 parrainages sont actuellement accompagnés (+ 70% depuis fin 2021), sans compter la mise en relation d'autres parrainages en cours.

Compte-tenu de l'intérêt des actions de l'association et de son activité en 2022, le Département propose de poursuivre son soutien à l'association pour 2023 dans le cadre d'une convention, en attribuant une aide financière de 60 000 €.

Le Collectif d'Associations de la Maison Départementale et Associative de l'Adoption (CAMDA)

Le collectif qui regroupe plusieurs associations (Enfance et Familles d'Adoption, La Voix des Adoptés, Pétales France) gère la Maison de l'Adoption, fruit d'un partenariat entre le Département du Nord et le collectif.

Elle propose une offre de services diversifiés répondant aux besoins des personnes en cours d'agrément, des postulants à l'adoption, des parents adoptifs, des enfants adoptés et des professionnels,

elle met ainsi en place des ateliers, des conférences, en lien avec l'évolution législative (loi du 21 février 2022) et les besoins des postulants, des parents et des enfants.

Elle tend à développer son réseau de professionnels sensibilisés à l'adoption afin de pouvoir orienter au mieux l'ensemble des familles adoptives accueillies à la Maison de l'Adoption.

En 2022, 10 personnes ont été reçues en entretien, 108 personnes agréées ont participé aux 6 réunions post-agrément, 2 séminaires, animés par l'association Pétales France, ont réuni 39 personnes, une conférence à laquelle ont participé 231 personnes.

Compte-tenu de l'intérêt des actions de l'association et de son activité en 2022, le Département propose de poursuivre son soutien à l'association pour 2023 en attribuant une aide financière de 7 000 € pour le CAMDA.

Association EFA

L'association Enfance et Familles d'Adoption (EFA) prépare et accompagne les candidats à l'adoption et les familles adoptives à travers la mise en place de réunions, de rencontres individuelles, d'ateliers et de conférences.

EFA est une association active au sein du collectif d'associations de la Maison de l'Adoption. Elle compte 211 familles adhérentes. Il est prévu en 2023 d'organiser la conférence annuelle de la Maison de l'adoption conjointement avec EFA. Celle-ci est en lien étroit avec le Pôle Droits de l'Enfant et Adoption, service du Département.

Au regard de ses activités réalisées en 2022, le Département propose de poursuivre son soutien à l'association, en attribuant une aide financière de 1 500 € pour 2023.

Association Relais Enfants de Parents Incarcérés Hauts-de-France

L'association existe depuis 23 ans dans le Nord-Pas-de-Calais. Elle a pour objectif le maintien du lien parents-enfants quand celui-ci est rompu ou suspendu par l'incarcération d'un parent. Lorsque les enfants accompagnés sont confiés à l'Aide Sociale à l'Enfance ou bénéficient d'une mesure d'AEMO, l'association travaille en étroite collaboration avec les services du Département ou associatifs en charge de la mesure. Elle accompagne des enfants au parloir et soutient le parent incarcéré sur l'ensemble du territoire des départements du Nord et du Pas-de-Calais.

En 2022, 39 enfants (dont 27 nordistes) représentant 20 familles ont été accompagnés lors de visites aux parloirs dans le Nord dont 12 bénéficiaient d'une mesure de placement à l'Aide Sociale à l'Enfance (ASE) ou d'une mesure d'Action Educative en Milieu Ouvert (AEMO).

L'association a poursuivi en 2022 le travail de formation des salariés et des bénévoles sur les violences conjugales afin de mieux calibrer l'intervention dans les situations où le parent est incarcéré suite à ces violences. Grâce aux connaissances acquises sur ce sujet, l'association a également monté le projet d'un groupe de parole de parents détenus, auteurs de violences conjugales ou familiales qui a démarré à la maison d'arrêt de SEQUEDIN début 2023.

Au regard de l'activité réalisée en 2022 et des projets proposés pour 2023, le Département du Nord propose de poursuivre son soutien à l'association dans le cadre d'une convention, en attribuant une aide financière de 14 520 € pour 2023.

4. Attribution d'aides financières aux partenaires intervenant au titre du plan pauvreté et du contrat départemental de prévention et de protection de l'enfance (annexe 5)

APESAL

L'APESAL (Association de Prévention et d'Education Sanitaire Actions Locales) est une association loi 1901 qui mène depuis 1985, des actions de prévention en santé en faveur des jeunes.

Afin de faciliter l'accès des familles à la démarche de soins et faciliter la mise en relais entre le bilan de santé en école maternelle (BSEM) et le parcours de soins, l'association APESAL est financée depuis mars 2021 dans le cadre de la stratégie nationale de prévention et de lutte contre la pauvreté.

Ainsi, sur 118 communes du bassin minier, l'association APESAL a réalisé le suivi de 3 493 enfants dépistés lors du BSEM. Un accompagnement des familles tout au long du parcours de soins permet de s'assurer que les enfants repérés avec une anomalie lors du BSEM ont accès au diagnostic et aux soins : plus de 80% des dossiers suivis par APESAL ont abouti à une consultation.

Dans le cadre du contrat départemental prévention et protection de l'enfance, cette action est étendue pour l'année 2023/2024 aux territoires de l'Avesnois et du Cambrésis, ces deux territoires étant prioritaires au vue de la démographie médicale et du contexte socio-économique de la population.

Compte tenu du bilan positif de la démarche et de l'impact sur la population cible, le Département propose son soutien financier à l'APESAL à hauteur de 140 000 € pour 2023, par convention.

MIRIAD

MIRIAD Accompagnement (ex AMFD) pilote une plateforme de services à destination de familles, personnes âgées ou en situation de handicap, mais porte également des dispositifs d'habitats inclusifs, de crèches pour enfants porteurs de troubles du neuro-développement ou encore des solutions de répit pour les proches aidants.

Fort de cette expertise en matière d'innovation sociale et d'ingénierie de projet, en 2021, l'association a élaboré l'expérimentation « Parcours Logement Autonomie Jeune » (PLAJ) afin de permettre d'apporter une réponse nouvelle et adaptée aux besoins des jeunes ayant été confiés à l'ASE, âgés de 18 à 21 ans, sur le territoire des directions déléguées Métropole Lille et Métropole Roubaix-Tourcoing (DDML et DDMRT). Cette initiative a été renouvelée en 2022. Dans le contexte de tension locative et eu égard des problématiques inhérentes à l'accès au logement pour les jeunes, les directions déléguées souhaitent la poursuite du dispositif qui répond aux besoins des jeunes.

En 2022, l'association accompagnait 38 jeunes. Afin de continuer le dispositif, l'association accompagnera 40 jeunes ayant été confiés à l'Aide Sociale à l'Enfance en file active sur 2023.

Il est proposé de renouveler le soutien financier du Département pour la poursuite du projet et de financer l'association MIRIAD à hauteur de 260 000 € par convention pour 2023.

ARELI

Soutenu depuis 2021, le bailleur social associatif ARELI, implanté sur la Métropole Lilloise, a la spécificité de proposer une offre de logements intermédiaires entre l'hébergement social et le logement ordinaire. Pour 2022, les objectifs étaient de répondre aux orientations départementales en matière de prévention des sorties sèches de l'ASE et d'accès au logement des jeunes majeurs. Ainsi, ARELI a élaboré, en co construction avec les services départementaux, un projet en faveur de 10 jeunes majeurs ayant été confiés à l'ASE, et connaissant une situation de rupture ou de risque de rupture vis-à-vis de l'accompagnement proposé par le Département.

L'objectif général du projet est la remobilisation des jeunes afin de les amener progressivement vers la définition d'un projet d'insertion et un parcours de logement autonome.

Pour réaliser cet objectif, un accompagnement intensif et global est mobilisé. Les 10 jeunes en situation complexe identifiés sur le territoire de la métropole lilloise sont hébergés dans les résidences d'ARELI.

Dans le cadre de la poursuite du dispositif, le Département renouvelle son soutien financier à l'association ARELI à hauteur de 113 071 € par convention pour 2023.

B – Participation du Département au Programme Européen Citizens, Equality, Rights, Values (CERV) (annexe 6)

Présentation du Projet Side by Side – Programme Européen Citizens, Equality, Rights, Values :

Dans le cadre de la protection de l'enfance, le Département du Nord est chef de file en matière de repérage des violences faites aux enfants depuis la loi du 5 mars 2007. En 2022, la cellule de recueil des informations préoccupantes (CRIP) du Nord a reçu 8 277 informations préoccupantes, soit 1 enfant potentiellement concerné sur 87 nordistes, 45% de ces informations préoccupantes confirmées font l'objet d'une évaluation, soit près de 3 700.

Le repérage, le traitement et la prise en compte des effets des violences subies par les enfants pris en charge au titre de la protection de l'enfance représentent donc un enjeu central. Dans ce cadre, le Département a eu l'opportunité de s'inscrire au programme « Citoyens, Égalité, Droits et Valeurs » (CERV) et a répondu à l'appel à projets du volet 4 DAPHNE.

Le programme CERV finance des projets œuvrant à la lutte contre les discriminations, à la participation des citoyens et à la lutte contre les violences faites aux femmes et aux enfants pour la période 2021-2027.

Engagé dans la lutte contre les violences faites aux enfants, le Département du Nord s'est allié à l'ESN (European social network) et à ses partenaires italiens, irlandais et autrichiens pour répondre à l'appel à projets CERV intitulé « Side by side – Reinforcing integrating child protection services ». Ce projet vise à :

- valoriser les bonnes pratiques en matière de prévention des violences faites aux enfants ;
- favoriser l'échange d'informations ainsi que le dialogue entre les décideurs des pays impliqués et les acteurs de la protection concernés pour essaimer les bonnes pratiques, encourager le travail en synergie et le développement potentiel de coopérations transnationales sur cette thématique ;
- évaluer les besoins en matière de formation des professionnels de la protection de l'enfance, afin que leurs pratiques s'alignent sur les standards internationaux en matière de prévention des violences faites aux enfants.

Lauréat de cet appel à projets, le Département du Nord participe à différentes visites d'études. Il s'agit, pour les professionnels qui feront partie de la délégation, d'appréhender des dispositifs de prévention innovants dans les pays partenaires.

Le Département accueille une délégation européenne pour une visite d'étude de 2 jours. Seront rencontrés les services de la CRIP et de la Protection Maternelle et Infantile ainsi qu'une Unité d'Accueil Pédiatrique Enfant en Danger.

Le cout total du projet s'élève à 51 082 €. La Commission Européenne participe à hauteur de 45 974 €. Le reste à charge de 5 108 € sera traité par différentes directions support du Département.

Il est proposé à la Commission permanente :

- d'attribuer 27 aides financières de fonctionnement aux partenaires pour un montant total de 984 251 €, au titre de 2023, telles que présentées dans le rapport et reprises dans le tableau joint en annexe 1 ;
- d'autoriser Monsieur le Président à signer les conventions annuelles de fonctionnement entre le Département du Nord et les différents partenaires, dans les termes des projets joints en annexes 2bis, 3, 4 et 5 du rapport ;
- d'autoriser Monsieur le Président à signer la convention attributive de financements européens dans les termes du projet joint en annexe 6, dans le cadre du Programme Européen Citizens, Equality, Rights, Values (CERV).

| CODE GRAND ANGLE | | ENGAGEMENTS | | |
|------------------|-----------|-------------|-----------------|--------------------------|
| OPERATION | ENVELOPPE | AUTORISES | DEJA CONTRACTES | PROPOSES DANS LE RAPPORT |
| 11003OP006 | 11003E15 | 396 500 € | 230 136,42 € | 128 000 € |
| 11005OP007 | 11005E15 | 441 020 € | 100 000 € | 283 020 € |
| 11003OP005 | 11003E15 | 61 120 € | 0 € | 60 160 € |
| 11004OP011 | 11004E15 | 1 705 922 € | 1 197 851 € | 508 071 € |
| 11005OP009 | 11005E15 | 290 000 € | 0 € | 5 000 € |
| 31004OP002 | 31004E25 | | | 45 974 € |

Marie TONNERRE-DESMET
Vice-Présidente