



INTERNAL COOPERATION AGREEMENT

Fostering Opportunities of Refugee WORKers (FORWORK)

Project title	Fostering Opportunities of Refugee WORKers - FORWORK
Grant Agreement ref.	VS/2017/0446 <i>(The above title and reference no. must be quoted in all correspondence with the Project Coordinator and in all the documents -contracts, payment orders etc.. - related to the implementation of the project activities)</i>
Coordinator	ANPAL – Agenzia Nazionale Politiche Attive del Lavoro – Unit V, Servizi per l’impiego
Co-applicant	KAIROS Mestieri Impresa Sociale srl

The present Agreement governs relations between:

ANPAL – Agenzia Nazionale Politiche Attive del Lavoro – UNIT V, Coordinator in “Fostering Opportunities of Refugee WORKers”

Grant Agreement ref. **VS/2017/0446**

whose registered office is in Via Fornovo, 8 - 00192 Roma (IT)

represented by Mr. Salvatore Pirrone (General Director)

hereinafter “the Coordinator”

AND

KAIROS MESTIERI Impresa Sociale srl, Project Co-Applicant in “Fostering Opportunities of Refugee WORKers” – Grant Agreement ref. VS/2017/0446

whose registered offices are in Via Lulli 8/7, 10148 - Torino, Italy

represented by Roberto Casetta

hereinafter “Co-Applicant”

THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1. Subject of this Agreement is the organisation of a partnership in order to implement the Grant Agreement no. VS/2017/0446 - *Fostering Opportunities of Refugee WORKers* (FORWORK) as indicated in the following annexes:
 - Annex A: Grant Agreement for the action between the European Commission and the ANPAL, the lead partner, and all its annexes;
 - Annex B: Work plan and detailed activities, specifying partners’ roles and responsibilities as well as deliverables’ tentative deadlines, taking precedence over, and integrating, the information provided in Annex I to the Grant agreement (Description of the Action);
 - Annex C: Partner’s budget breakdown for implementation of the action.
2. The annexes - including all provisions they are based on and refer to - are considered to be an integral part of this agreement.

ARTICLE 2 - DURATION OF THE ACTION

The present Agreement comes into effect on the date when the last of the two parties signs and will terminate when the partner has received its quota of the final payment. The official start date (Article I.2.2 of the Grant Agreement) and the eligibility of the project implementation costs is February 1st 2018. The action shall run for 36 months. The Agreement will remain in force until the coordinator and beneficiary have any duty related to the provision of the funds (namely, five years after the final payment of the Commission).

ARTICLE 3 – OBLIGATIONS AND ROLE THE COORDINATOR AND OF THE CO-APPLICANT

The Coordinator shall:

1. Monitor that the action is implemented in accordance with the term of the Grant Agreement;
2. Be the intermediary for all communications between the Co-Applicant and the European Commission and in particular, the Coordinator shall:
 - a) Immediately provide the European Commission with the information related to any change in the name, address, legal representative as well as in the legal, financial, organisational or ownership situation of any of the Co-Applicant or of its affiliated entities, or to any event likely to affect or delay the implementation of the Action, of which the Coordinator is aware.
 - b) Bear responsibility for supply all documents and information to the European Commission which may be required under the Grant Agreement. Where information is required from other

beneficiaries, the Coordinator shall bear responsibility for obtaining and verifying the information before passing it on to the European Commission.

- c) Establish the requests of payment in accordance with the Grant Agreement.
- d) Ensure that all the appropriate payments are made to the Co-Applicant without unjustified delay.

The Co-Applicant Organization undertakes to:

1. Make the necessary arrangements for the preparation, execution and smooth running of the programme of work which is the subject of the present Agreement, with a view to achieving the objectives of the project as described in the Grant Agreement signed between the European Commission and the Coordinator.
2. Appoint a project manager for the parts of the operation for which it is responsible and give the project manager the authority to represent the partner in the operation.
3. Assume the tasks established in the work planning, accepting the responsibility together with the Coordinator in order to implement the activities of the project.
4. Comply with all the provisions of the Grant Agreement between the Coordinator and the European Commission.
5. Provide *in due time* the Coordinator with any information or documents it may require and which are necessary for the monitoring and administrative management of the project.
6. Decide, together with the Coordinator, the rights and obligations of the parties, including those related to intellectual property rights.
7. Inform the Coordinator immediately of any change likely to affect or delay the implementation of the action of which the Co-Applicant is aware;
8. Inform the Coordinator immediately of any change in its legal, financial, technical, organisational or ownership situation or of its affiliated entities and of any change in its name, address or legal representative or of its affiliated entities;
9. Provide the personnel, facilities, equipment and material necessary to perform and complete the partner's share of work under this agreement;
10. Submit in due time to the Coordinator:
 - a) The data and the documents needed to draw up reports, financial statements and other documents provided for in the Grant Agreement;
 - b) All necessary documents in the event of audits, checks or evaluation;
 - c) Bear responsibility for supply all documents and information to the Coordinator which may be required under the Agreement.

The Co-Applicant shall not subcontract any part of its tasks to the other beneficiaries. In any case, regarding any subcontract, the Article II.11. Annex II of the General Agreement, remains in force.

ARTICLE 4 - CONFIDENTIALITY

The Coordinator and the Co-Applicant shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.



The Co-Applicant shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed with the Coordinator in writing. The European Commission, the Coordinator and the Co-Applicant shall be bound by the obligations referred to in the Grant Agreement during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless:

- The party concerned agrees to release the other party from confidentiality obligations earlier;
- The confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- The disclosure of the confidential information is required by law.

ARTICLE 5 - LIABILITY

1. Each partner of the action, including the Coordinator, shall be liable to the other partners and shall indemnify and hold harmless such other partners for and against any liabilities, damages and costs resulting from the negligent non-compliance of its duties and obligations as set forth in this agreement and its annexes.
2. No party shall be held liable for not complying with obligations ensuing from this agreement in case of force majeure. In such a case, the party involved must announce this immediately in writing to the other partners of the action and not later than within 5 days after such case has happened.
3. No party shall be responsible for any indirect or consequential loss such as, but not limited to, loss of profit, loss of revenue or loss of contracts.
4. Each party's liability towards the other in respect collectively of any and all claims shall be limited to once the party's share of budget as set out in Annex III of the Grant Agreement.

ARTICLE 6 - PROCESSING OF PERSONAL DATA BY THE CO-APPLICANT AND THE COORDINATOR

The entity acting as data controller according to the Grant Agreement shall be European Commission - DG Employment, Social Affairs and Inclusion.

Where the Agreement requires the processing of personal data by the Co-Applicant and by the Coordinator, those may act only under the supervision of the data controller, in particular regard to the purpose of processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his or her rights.

ARTICLE 7- VISIBILITY OF UNION FUNDING

Any communication or publication related to the action, made by the beneficiaries jointly or individually, including at conferences, seminars or in any information or promotional materials shall indicate that the action has received funding from the Union and shall display the European Union emblem.

When displayed in association with other logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer to the Co-Applicant a right of exclusive use.



Any communication or publication related to the action, made by the beneficiaries jointly or individually in any form and using means, shall indicate that it reflects only the author's view and that the European Commission is not responsible for any use that may be made of the information it contains.

ARTICLE 8 - FUNDING

The total cost of the action eligible for financing by the above mentioned Co-Applicant and the amount of income is set out in the Annex C to this Agreement.

The Coordinator shall remit to the Co-Applicant the European Commission grant based on criteria in art. 9 of this Agreement.

ARTICLE 9 – ALLOCATION OF FUNDS TO THE PARTNER

1. The co-applicant's budget for the implementation of the action is estimated at EUR 469.227,81 (four hundred and sixty six thousand two hundred and twenty seven/81) as shown in the estimated co-applicant's budget in Annex III. It corresponds to the partner's maximum total eligible costs for which the EC contribution will be granted.
2. The percentage of the EC contribution to the partner's budget is equivalent to 80% of the estimated partner's total eligible costs. The residual share of the budget shall be covered by the partner.
3. The final amount of the EC contribution will be equivalent to the above mentioned percentage of the EC contribution applied to the eligible costs really incurred in by the co-applicant in the implementation of the action.

ARTICLE 10 – REPORTING, PAYMENT AND ARRANGEMENTS

The reporting period of the action is divided into the following reporting periods:

- Reporting period 1: from month 1 to month 12;
- Reporting period 2: from month 13 to month 24;
- Reporting period 3: from month 25 to month 36.

The Coordinator and the Co-Applicant shall organize financial and technical reports in a way to guarantee the regular submission and to ensure full compliance with the standards specified in the Grant Agreement. The Co-Applicant shall provide the Coordinator with information needed to draw up the progress and final reports and other documents required for the implementation of the project.

The European Commission shall be made payments to the Coordinator as follows:

- **A first pre-financing payment:**
A first pre-financing payment of 30% of the grant shall be made to the Coordinator, within 30 calendar days from the entry into force of the Agreement;
- **A second pre-financing payment** of 40% of the grant shall be paid to the Coordinator, within 60 calendar days from when the Commission receives the request for second pre-financing payment. If the statement on the use of the previous pre-financing instalment shows that the consumption of the previous pre-financing is less than 70%, the amount of the new-pre-financing payment must be reduced by the difference between the 70% ceiling and the amount used.

- A **third pre-financing payment**, representing 20 % of the total grant within 60 calendar days from receipt by the Commission of a request for payment, a progress report on implementation of the action and detailed statement on the use of the previous pre-financing instalment. The request for payment must be submitted within 60 calendar days following the end of the reporting period in question. Where the consumption of the previous pre-financing is less than 70%, the amount of the new-pre-financing payment shall be reduced by the unused amounts of the previous pre-financing payment.
- **Payment of the balance:**
the balance will be paid within 90 calendar days from receipt by and subject to the approval of the Commission of the request for payment of the balance, the final technical implementation report and final financial statement (and, if required, a certificate on the financial statements and underlying accounts). If the total amount of earlier payments is greater than the final amount of the grant, the payment of the balance will take the form of a recovery.

The Coordinator shall submit a request for the payment of the balance within 60 days following the end of the last reporting period.

The Coordinator undertakes to make the payments pertaining the subject of this Agreement to the Co-Applicant in the same way, after receiving the payments from the European Commission.

The Co-Applicant shall submit a request for the payment of the balance within at least 30 days following the end of each reporting period.

The financial responsibility of each Co-Applicant shall be limited to its own debt, including any amount paid by the European Commission as a contribution towards the costs incurred by its affiliated entities.

It is agreed that only cost considered eligible by the European Commission will be co-financed. In the case in which the actual expenses are lower than the budget indicate in the Grant Agreement, the Coordinator does not have any responsibilities for collecting this negative balance of the co-applicant.

ARTICLE 11 - BUDGET TRANSFERS

Beneficiaries allowed to adjust the estimated budget set out in Annex III of the Grant Agreement by transfers between themselves and between the different budget categories, if the action is implemented as described in Annex I. This adjustment does not require an amendment of the Grant Agreement as provided for in Article II.13, Annex II.

ARTICLE 12 - REJECTION OF INELIGIBLE COSTS

1. Ineligible costs to be rejected — Calculation — Procedure

Ineligible costs will be rejected in full, except for lump sum costs, which will be rejected proportionally to the tasks or parts of the specific action not implemented.

If the rejection of costs does not lead to a recovery, the Coordinator will formally notify the Co-applicant concerned of the rejection of costs, the amounts and the reasons why (if applicable, together with the notification of amounts due). The Co-applicant concerned may — within 15 calendar days of receiving notification — formally notify the Coordinator of its disagreement and the reasons why.

If the rejection of costs leads to a recovery, the Coordinator will follow the contradictory procedure with pre-information letter.

2. Effects

If the European Commission rejects costs at the time of an interim payment or the payment of the balance, the Coordinator will deduct them from the total eligible costs declared, for the action, in the periodic or final summary financial statement. The Coordinator will then calculate the interim payment or payment of the balance.

If the European Commission rejects costs after termination of the participation of a Co-applicant, the Coordinator will deduct them from the costs declared by the Co-applicant in the termination report and include the rejection in the calculation after termination

If the European Commission - after an interim payment but before the payment of the balance - rejects costs declared in a periodic summary financial statement, the Coordinator will deduct them from the total eligible costs declared, for the action, in the next periodic summary financial statement or in the final summary financial statement. It will then calculate the interim payment or payment of the balance.

If the European Commission rejects costs after the payment of the balance, the Coordinator will deduct the amount rejected from the total eligible costs declared, by the Co-applicant, in the final summary financial statement. It will then calculate the revised final grant amount

ARTICLE 13 - REDUCTION OF THE GRANT

1. Conditions

The Coordinator may — after termination of the participation of a Co-applicant, at the payment of the balance or afterwards — reduce a specific grant, if:

- a) a Co-applicant (or a natural person who has the power to represent or take decisions on its behalf) has committed:
 - i. substantial errors, irregularities or fraud or
 - ii. serious breach of obligations under the Framework Partnership Agreement or a Specific Agreement or during the award procedure (including improper implementation of the specific action, submission of false information, failure to provide required information, breach of ethical principles) or
- b) a Co-applicant (or a natural person who has the power to represent or take decision on its behalf) 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 the specific grant

2. Amount to be reduced — Calculation — Procedure

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

Before reduction of the specific grant, the Coordinator will formally notify a 'pre-information letter' to the Co-applicant concerned:

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and
- inviting it to submit observations within 15 calendar days of receiving notification.

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

3. Effects

If the Coordinator reduces the grant after termination of the participation of a Co-applicant, it will calculate the reduced grant amount for that partner and then determine the amount due to that Co-applicant.

If the Coordinator reduces the specific grant at the time of the payment of the balance, it will calculate the reduced grant amount for the specific action and then determine the amount due as payment of the balance.

If the Co-applicant reduces the specific grant after the payment of the balance, it will calculate the revised final grant amount for the partner concerned. If the revised final grant amount for the partner concerned is lower than its share of the final grant amount, the Coordinator will recover the difference.

ARTICLE 14 - NULLITY

If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

ARTICLE 15 - BANK ACCOUNT

The Coordinator undertakes to make the payments to the Bank Account specified by the Co-Applicant:

Name of the Bank: BANCA PROSSIMA SPA
Postcode/City/Country: Piazza Ferrari 10 - 20121 MILANO (ITALY)
Name of Account Holder: Kairos Mestieri srl
IBAN: IT61R0335901600100000140360
BIC/SWIFT CODE BCITITMX

ARTICLE 16 - TERMINATION OF THE AGREEMENT

The Agreement may be terminated in the event that one of the parties should fail to perform any obligation under this Agreement or the Grant Agreement VS/2017/0446.

ARTICLE 17 – LANGUAGE OF REQUEST OF PAYMENTS, TECHNICAL REPORTS AND FINANCIAL STATEMENTS

All request for payments, technical reports and financial statements shall be submitted in **English**. Any communication relating to this partnership shall be in writing and be send to the following address:

ANPAL AGENZIA NAZIONALE POLITICHE ATTIVE DEL LAVORO
DIVISIONE V, Marinella Colucci
Via Fornovo 8,
00192 Roma (IT)

ARTICLE 18 - AMENDMENTS AGREEMENT

Amendments to this Agreement may be made solely by means of an additional clause signed for each party by the signatories of the present Agreement. A verbal agreement shall not be binding on the parties.

ARTICLE 19 - GENERAL PROVISION

The terms set out in the Grant Agreement (and its Annexes) between the Coordinator and the European Union, represented by the European Commission, will govern any other aspects of project implementation and relation among beneficiaries.

This Agreement replaces any earlier agreement between the Parties within the framework of the Project.

ARTICLE 20 – USE OF THE RESULTS BY THE UNION

Whereby the Union acquires rights to use the results of the action, including intellectual and industrial property rights, these results will be exploited in accordance with Article 1.9 of the Grant Agreement between the Coordinator and the European Commission.

ARTICLE 21 – JURISDICTION

The Agreement between the Parties will be governed by and construed in all respects in accordance with the laws of Italy and the courts of Rome shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Done in English in two (2) copies.

For the Coordinator

Mr Salvatore Pirrone

Date and place:

23/3/2018

Stamp and Signature:



For the Co-Applicant

Date and place:

Stamp and Signature:


KAIROS MESTIERI
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