



## COOPERATION AGREEMENT

<b>Project title</b>	Reactivate The HUB 2018-2020
<b>Agreement ref. no.</b>	<b>VS/2018/0477</b> <i>(The above title and reference no. must be quoted in all correspondence with the Lead Applicant and in all the documents (contracts, payment orders etc.) related to the implementation of the project activities)</i>
<b>Project Lead Applicant</b>	Città metropolitana di Roma Capitale - Dipartimento III
<b>Co-applicant</b>	<b>ANPAL – Agenzia Nazionale Politiche Attive Lavoro</b>
<b>CUP code</b>	F84D18000440006

The present Agreement governs relations between:

**Città metropolitana di Roma Capitale – Dipartimento III “Servizi per la Formazione e per il Lavoro”**: Lead Applicant (also called “Coordinator”) in “Reactivate The HUB 2018-2020” - Agreement ref. VS/2018/0477

whose registered office is in: Via Raimondo Scintu, 106 - 00173 – Roma (Italy)  
 represented by Mr. Antonio Capitani (Director of Unit)  
 hereinafter “the Lead Applicant”

AND

**ANPAL – Agenzia Nazionale Politiche Attive Lavoro**

whose registered office is in:  
 Via Fornovo, 8 – 00192 Rome (Italy)  
 represented by Mr. Salvatore Pirrone (General Director)  
 hereinafter “co-applicant”

**THE PARTIES HEREBY AGREE AS FOLLOWS**

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## ARTICLE 1 – PURPOSE

The parties are beneficiaries in the Project “Reactivate The HUB 2018-2020” co-funded by the European Commission within the framework of the preparatory action REACTIVATE - Intra EU Job mobility scheme for unemployed over 35.

The purpose of this Agreement is to establish a regulatory framework with respect to the execution of the “Reactivate The HUB 2018-2020” project (hereinafter the “Project”) on the part of the Lead Applicant and the Co-applicant.

The Parties undertake to carry out the programme work which is the subject of the present Agreement, within the framework of contract N° VS/2018/0477 signed between the Lead Applicant, Città metropolitana di Roma Capitale and the European Commission, concerning the project entitled “Reactivate The HUB 2018-2020”.

The total eligible costs of the action for the contractual period, covered by the agreement N° VP/2018/0477, is estimated at **2.623.730,99 EURO**, as set out in the Grant Contract signed by the Lead Applicant and the Commission.

The Commission contribution shall be of a maximum amount of **2.492.544,43 EURO**. The EU final grant is calculated by applying the percentage for the co-financing of the eligible costs laid down in the grant agreement to the total of the actual eligible costs.

In order to be eligible for EU funding, costs must meet the following criteria:

- a) be incurred by the beneficiary during the duration of the action, with the exception of costs relating to final reports and audit certificates;
- b) be indicated in the estimated overall budget of the action attached to the grant agreement;
- c) be necessary for the implementation of the action which is the subject of the grant;
- d) be identifiable and verifiable, in particular being recorded in the accounting records of the Lead applicant and co-applicants and determined according to the applicable accounting standards of the country where the Lead/co-applicant is/are established and according to the usual cost accounting practices of the beneficiary;
- e) comply with the requirements of applicable tax and social legislation;
- f) be reasonable, justified and comply with the principle of sound financial management, in particular regarding economy and efficiency.




Project activities may give rise to the award of only one grant, there can be no duplicate European Union funding of the same expenditure. The Co-applicant must indicate the sources and amounts of any other funding received or applied for in the same financial year for the same action or for any other action and for routine activities (running costs)

Under no circumstances may the financial aid provided result in a profit.

## ARTICLE 2 - DURATION

The present Agreement comes into effect on the date when the last of the two parties signs.

The Agreement shall remain in force until the parties have discharged in full their obligations toward the European Commission according to the Grant Contract and its attachments, i.e. five years from the payment of the balance of the Project by the European Commission to the Lead Applicant.

The Project implementation period, as laid down in the Grant Agreement, is 24 months, from December 11th 2018 (starting date). The above period shall be determined on the basis of calendar days. The duration may be extended under approval of the Commission. In case of extension of the Project implementation period the parties agree to implement the activities till the end of the extended project implementation period and are aware that project extension cannot entail changes in the overall budget.

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

The Co-applicant shall cooperate with the Lead applicant, its personnel, consultants, contractors in all matters necessary for the optimal execution of the Project. In particular, the co-applicant shall:

1. Assume all the specific tasks set out in the *Article 4 - Specific tasks of the Co-applicant*, in accordance with the activities indicated in the Annex I, "Description of the action" (Attachment A);
2. 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 Lead Applicant.



3. Assume the tasks established in the work planning, accepting the responsibility together with the Lead Applicant in order to implement the activities of the project.
4. Comply with all the provisions of the Grant Agreement between the Lead Applicant and the European Commission, the Project financial guidelines, the Project Implementation guidelines.
5. Provide the Lead Applicant with any information or documents it may require and which are necessary for the administration and monitoring of the project.
6. Decide, together with the Lead Applicant, the rights and obligations of the parties, including those related to intellectual property rights.
7. Inform the Lead Applicant immediately of any change likely to affect or delay the implementation of the action of which the beneficiary aware;
8. Inform the Lead Applicant 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. Submit in due time to the Lead Applicant:
  - a) The data needed to draw up reports, financial statements and other documents provided for in the Grant Agreement, Project Financial and Implementation guidelines or requested by the European Commission;
  - b) All necessary documents in the event of audits, checks or evaluation;
  - c) Bear responsibility for supply all documents and information to the Lead Applicant which may be required under the Agreement;
10. Make available to the Commission and/or persons authorised by it, all necessary documents or information to ensure successful completion of the ongoing and ex-post evaluation process led by the Commission and/or by independent experts selected by the European Commission and give these persons the rights of access required.

#### **ARTICLE 4 – SPECIFIC TASKS OF THE CO-APPLICANT**

##### *The Co-applicant shall:*

1. Provide the full range of services as Reactivate Contact Point and as intermediate organisation in the recruitment, matching and placement process for regular jobs and



traineeships/apprenticeships through the EURES network in Italy made up of more than 60 Advisers and around 400 assistants located throughout Italy in job centres and regional and provincial labour offices;

2. Ensure linkage and strategic coordination with Your first EURES job programme, Solidarity Corps, and other mobility programs and facilitate possible gateways for the benefit of the target groups;
3. Provide strategic and expert input to Reactivate model of mobility in apprenticeship, in relation to the commitments Member States have made under the European alliances and working groups on apprenticeship and traineeships;
4. Actively participate in at least two Reactivate meeting/working group and to the European level dissemination event (one representative per meeting);
5. Contribute to the implementation of the communication and awareness raising plan focusing on the benefits of job European mobility.

## **ARTICLE 5 – OBLIGATIONS AND ROLE OF THE LEAD APPLICANT**

### The Lead Applicant shall:

1. Monitor that the action is implemented in accordance with the Grant Agreement;
2. Be the intermediary for all communications between the Co-applicant and the Commission and in particular, the Lead applicant shall:
  - a) Immediately provide the 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 Lead Applicant is aware;
  - b) Bear responsibility for supply all documents and information to the Commission which may be required under the Grant Agreement. Where information is required from other beneficiaries, the Lead applicant shall bear responsibility for obtaining and verifying the information before passing it on to the 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.

## ARTICLE 6 - CONFIDENTIALITY

The Lead applicant 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 Lead applicant in writing.

The Commission, the Lead applicant and the Co-applicant shall be bound by the obligations referred to in the Grant Contract (Attachment A) 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 7 - PROCESSING OF PERSONAL DATA BY THE CO-APPLICANT AND THE LEAD APPLICANT

1. Given that any personal data included in the Agreement VS/2018/0477 must be processed by Head of Unit DG Employment, Social Affairs and Inclusion, as data controller provided for in Article II.7 (Annex II), and given that Città metropolitana di Roma Capitale – Dip. III and the project Consortium must implement the action under this agreement, the data controller for the activities included in the action is Città metropolitana di Roma Capitale – Dip. III.

2. To allow to fulfil the obligations under the agreement, Città metropolitana di Roma Capitale – Dip. III, as data controller, must process the data required for the management, reporting and monitoring activities, administrative and accounting provisions, as well as other mandatory regulatory requirements. This data includes:






a) identifying data (as name, surname, contacts) of the co-applicants, the affiliated organisations and the associated partners project staff;

b) participants/beneficiaries personal data, as common data, identifying data, sensitive health data for the purpose of granting financial benefits to people with special needs.

3. Regarding the categories of the point a), the personal data controller is Città metropolitana di Roma Capitale – Dip. III, head office located in Rome, Via Raimondo Scintu n. 106 – 00173. Personal data processor is Capitale Lavoro S.p.A., in charge of the financial accounting of the project.

4. To exercise the rights of rectification, opposition, cancel, objection and limitation the contractor may send a request via e-mail to the address of the Data Protection Officer of Città metropolitana di Roma Capitale – Dip. III. Personal data processing activities will be executed by Città metropolitana di Roma Capitale – Dip.III, by suitable paper-based, electronic and/or Web-based instruments with logic strictly related to the aforesaid purposes and, in any case, such as to ensure data security and confidentiality.

5. Regarding categories of the point b), Città metropolitana di Roma Capitale – Dip.III, as data controller, appoints ANPAL as Data Processor pursuant to article 28 of EU Regulation 679/2016. The Co-applicant declares to accept this appointment, in compliance with the Exhibit "*Personal data processing agreement pursuant to art. 28 of GDPR*". In order to execute the services included in the Contract, ANPAL will process, as Data Processor, personal data on Città metropolitana di Roma Capitale – Dip.III's behalf. For this purpose, she/he guarantees that signatory subject of the Exhibit "*Personal data processing agreement pursuant to art. 28 of GDPR*" is the Legal Representative or another subject with the necessary powers to sign the agreements on the processing of personal data pursuant to art. 28 of EU Regulation 679/2016.

#### **ARTICLE 8 - VISIBILITY OF UNION FUNDING AND PUBLICITY**

All activities funded under the EASI Programme have to contribute to promoting this Programme. Enhancing visibility of the EASI Programme means for example that activities and products funded within the Programme must clearly mention that they have received Commission support.




The Lead Applicant and Co-applicants must clearly acknowledge the Union's contribution in all publications or in conjunction with activities (included conferences, seminars et similia) for which the grant is used. In this respect, Lead Applicant and Co-applicants are required to give prominence to the name or logo of the Union, the European Commission, and the EASI Programme on all their publications, posters, programmes and other products realised under the co-financed Project. The names, logos and disclaimer will be provided by the Lead Applicant.

Commission support should also be made clear in relations with the media.

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 Commission is not responsible for any use that may be made of the information it contains.

Lead applicant and Co-applicants should make use of all opportunities to ensure appropriate media coverage (local, regional, national, international) for his activities, before and during their implementation.

The Lead Applicant and Co-applicants should carry out activities aimed at making the results of the Projects more visible, better known and sustainable in their own countries and across borders. The Lead Applicant and Co-applicants should encourage appropriate media coverage and should inform - and possibly involve- local, regional, national or European officials and/or elected representatives as well as the Representation Offices of the European Commission and the Europe Direct Information Network ([http://europa.eu/europedirect/meet\\_us/index\\_en.htm](http://europa.eu/europedirect/meet_us/index_en.htm)). They could also plan to develop promotional business/citizens involvement activities such as VTT (Voluntary activities, social networks -debate forums, etc.).

Co-applicant must publish on its website the information containing the details on the implemented project in English and in the national language and provide a link to the Project website.

In addition to these minimum requirements, references specified in the text of the call for proposals and in European Commission communication on the Project implementation must also be indicated.





If these requirements are not fully complied with, the beneficiary's grant may be reduced.

## ARTICLE 9 - FUNDING

The Project goals, activities, outcomes, and products are binding for the Project team and each co-applicant. All Co-applicants are obliged to stick to the aims, activities and outcomes of the project as laid down in the application proposal and in this agreement.

As set out in the estimated budget foreseen in the Grant Agreement (Attachment A - Annex III), the total budget of the action eligible for financing by the above-mentioned co-applicant is:

- € 26.784,00 – Eligible Direct Costs
- € 1.874,87 – Eligible Indirect Costs (equivalent to 7% of the total estimated eligible costs).
- € 28.658,87 – Total Budget, of which:
  - € 1.874,87 - Maximum grant awarded/allocated to the co-applicant;
  - € 26.784,00 – Co-applicant's contribution

## ARTICLE 10 - CO-FINANCING

The Co-applicant shall contribute to the action with **26.784,00 EURO**.

## ARTICLE 11 – PAYMENT ARRANGEMENTS

The grant share will be transferred by the Lead Applicant in three steps after the respective outcomes have been handed in, have been evaluated and found satisfactory.

The Lead Applicant shall be made payments to the Co-applicant as follows:

### 1. *Pre-financing:*

Within 30 days of the date when the last of the two parties signs the Agreement a pre-financing payment shall be made to the Co-applicant, representing 40% of the amount specified in the Art. 8 of this Agreement as "Maximum grant awarded/allocated to the co-applicant";

Within 60 calendar days from when the Lead Applicant receives from the European Commission the second pre-financing payment, a second pre-financing payment shall be made to the Co-applicant, representing 40% of the amount specified in the Art. 8 of this


Agreement as "Maximum grant awarded/allocated to the co-applicant". To obtain the second pre-financing, the Co-applicant must send to the Lead Applicant the following documents:

- a) a progress report on the implementation of the action ("technical report in progress");
- b) a statement on the amount of the previous pre-financing instalment used to cover costs of the action ("financial report in progress")

If the statement on the use of the previous pre-financing instalment submitted in accordance with Article I.5.2 shows that less than 70% of the previous pre-financing instalment paid has been used to cover costs of the action, the amount of the new pre-financing to be paid must be reduced by the difference between the 70% ceiling and the amount used.

## **2. Payment of the balance:**

As set in Article I.5.4 and I.4.4 of the Grant Contract:

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

*The beneficiary must submit a request for payment of the balance within 60 calendar days following the end of the last reporting period, accompanied by the following documents:*

- a) *a final report on the implementation of the action ("final technical report");*
- b) *a final financial statement.*

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

It is agreed that only cost considered eligible by the Commission will be co-financed. In case of negative balance the Lead Applicant does not have any responsibilities for collecting this negative balance of the Co-applicant.




## ARTICLE 12 - BUDGET MODIFICATIONS

The estimated budget breakdown indicated in Attachment A (Annex III) to this Agreement may be adjusted by transfers of amounts between budget categories if the action is implemented as described in Article 10 and Attachment A to this Agreement. This requires a written authorization by the Lead Applicant upon written request. The request and authorization may be sent by e mail.

The Co-applicant may not however:

- adjust amounts set out as lump sums in Attachment A (Annex III) to this Agreement;
- add costs relating to subcontracts not provided for in Attachment A (Annex III) to this Specific Agreement, unless such additional subcontracts are approved by the Lead Applicant and the European Commission upon request by the Co-applicant.

## ARTICLE 13 – REDUCTION FOR POOR, PARTIAL OR LATE IMPLEMENTATION

If the Project is not implemented or is implemented poorly, partially or late, the European Commission may reduce the grant initially provided for, in line with the actual implementation of the Project according to the terms laid down in the *Description of the action* and the *Estimated Budget* (which are annexes to the agreement between the Lead Applicant and the European Commission, as well as annexes to this agreement).

In case of reduction of grant provided by the European Commission for implementation of this Project, the Lead Applicant may decide to reduce amount of financing provided for the co-applicant.

## ARTICLE 14 - BANK ACCOUNT

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

Name of the Bank: Central State Treasury Bank of Italy

Postcode/City/Country: 00185/Rome/ITALY

Name of Account Holder: Salvatore Pirrone

IBAN: IT07E0100003245350200023211

SWIFT CODE: BITAITRRENT






## **ARTICLE 15 - CHANGES IN PROJECT CONSORTIUM**

The Co-applicant agrees not to withdraw from the Project unless in exceptional and duly justified circumstances, for example in case of force majeure. Where a Partner intends to withdraw from the Project, it shall officially send a written request for withdrawal to the Lead Applicant which shall forward it to the European Commission for prior approval.

Consequently, that Co-applicant has only right to the part of the grant corresponding to the partial execution of the Project activities and to the expenditures verified until its withdrawal, which shall be included in a final report, without prejudice of the Lead Applicant's right to claim full or partial repayment of amounts already paid if the withdrawal is unjustified.

The Lead Applicant and the remaining co-applicants undertake to find a rapid and efficient solution to ensure the further Project implementation without any delay. Consequently, when a Co-applicant withdraws from the Project, the remaining Co-applicants shall cover the contribution of the withdrawing Project Co-applicant, either by assuming its tasks or by asking one or more new Co-applicant to join the Project consortium. The Lead Applicant shall immediately inform the European Commission when a Co-applicant withdraws or intends to withdraw from the Project.

## **ARTICLE 16 – WORKING LANGUAGE**

The working language of this agreement shall be English. This language is used during all the Project implementation period. Thus, all procedures, internal communication, communication and documents relating to the implementation of the Project will be in English.

All request for payments, technical reports and financial statements shall be submitted in English.

In case of translation into another language, the English version shall prevail.

## **ARTICLE 17 – USE OF REACTIVATE LOGO, LEAD APPLICANT'S, AFFILIATED'S AND CO-APPLICANT'S LOGOS**

The parties may use the Reactivate Logo, Lead applicant's and co-applicants' logos solely for the purpose expressly permitted and expressly agreed with the Lead applicant. Such use is subject to: (1) obtaining the prior written consent of the Lead applicant; and (2) the proposed use



of the Logos complying with the Project branding guidelines, as may be amended from time-to-time.

#### **ARTICLE 18 – USE OF BACKGROUND AND OWNERSHIP OF THE RESULTS**

1. The beneficiaries retain ownership of the results of the Project, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Agreement.
2. Background is any material contributions, intellectual property or know-how that the Lead Applicant, the Co-applicant and their affiliates brings to the Project, and which is necessary to implement the Project. The ownership of the Background is retained by the party that brought it into the Project.
3. The Lead Applicant, the Co-applicant and their affiliates must ensure that they hold the right to use any pre-existing rights used during the implementation of the Project.
4. The parties grant the European Union rights of use the results and pre-existing rights as set up in the General Conditions section II.9.3.
5. Access to products and results developed under the Project must be free of charge for users connected with Project partners.
6. For the duration of the Project the Co-applicants shall have right of first refusal to negotiate commercial utilisation of Project results that are outside the other Co-applicants' commercial interests. The right of first refusal must be exercised within four months after the Co-applicants have received notification of any Project results. Such exploitation of the Project results will occur on commercial terms.

#### **ARTICLE 19 - CIVIL RESPONSIBILITY AND INDEMNIFICATION**

The Parties assume full responsibility for the claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, officials, employees and contractors. If for any reason a third party should file a claim against one of the Parties in relation to the execution of this Project, the responsible party shall be considered as the principal vis-à-vis the claimant and the sole party obligated to respond. The responsible party shall further be required to indemnify the other party for any damages it may suffer as a result of these claims, including court




costs and attorney's fees. The party cannot use the financial resources of the Project to underwrite the costs of its defense.

#### **ARTICLE 20 – DISPUTE RESOLUTION AND LAW**

If any disagreement of dispute has arisen out of or in connection with the provisions of this Agreement, the parties shall make every effort to resolve it amicably by direct negotiation. In case of further disagreement, the issue shall be brought before the Competent Courts in the Country where the Lead Applicant is located.

The applicable law is that of the country where the Lead Applicant is established.

Articles 19 (Civil responsibilities and indemnification) and 20 (Dispute resolution) shall survive the expiry or the termination of this Agreement.

#### **ARTICLE 21 - 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.

Modifications may not in any case relate to the nature of the Project including its objectives and results, or to increasing the Project budget.

Changes of address and bank account may simply be notified in writing to the Lead Applicant.

#### **ARTICLE 22 - GENERAL PROVISION**

The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement.

The terms set out in the Grant Contract (and its Annexes) between Città metropolitana di Roma Capitale 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 23 – ATTACHMENTS**

The following Attachments are integral part of this Agreement:

**A: GRANT AGREEMENT and following Annexes:**

- ANNEX I – Description of the action
- ANNEX II – General conditions
- ANNEX III – Estimated Budget

Done in English in two (2) copies.

For the Lead Applicant	For the Co-applicant
Mr. Antonio Capitani	Mr. Salvatore Pirrone
Date and place: <i>Roma, 02.05.2019</i>	Date and place: <i>Roma, 11.05.2019</i>
Stamp and Signature: 	Stamp and Signature: 

