

INTERNAL COOPERATION AGREEMENT



Project title: TMS Your first EURES job – YfEj 6.0

Grant Agreement ref. VS/2018/0473

*(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)*

The present Agreement governs relations between:

ANPAL – Agenzia Nazionale Politiche Attive del Lavoro – EURES National Coordination Office,
Coordinator in “**TMS Your first EURES job – YfEj 6.0**”
whose registered office is in Via Fornovo, 8 - 00192 Roma (IT)
represented by Mr. Salvatore Pirrone (General Director)

hereinafter “**the Coordinator**”

AND

- **Città metropolitana di Roma Capitale – Dip. III,** Project Co-Applicant in “**TMS Your first EURES job – YfEj 6.0**”
whose registered offices are in Città metropolitana di Roma Capitale – Dip. III
Via Raimondo Scintu, 106 – 00173 Roma (IT)
*represented by Mr **Antonio Capitani** (Director of Unit III)*

- **Capitale Lavoro S.p.A.**
whose registered offices are in Viale Giorgio Ribotta, – 00144 Roma (IT)
*represented by Ms **Antonella Gobbo** (Chairwoman of the Management Board)*

hereinafter “**the Co-Applicant**”

THE PARTIES HEREBY AGREE AS FOLLOWS

ARTICLE 1 – SUBJECT OF THE AGREEMENT

1. Subject of this agreement is the organisation of a partnership in order to implement the Project “**TMS Your first EURES job – YfEj 6.0**” - Grant Agreement ref. no. **VS/2018/0473** signed between the Coordinator and the European Commission.
2. The parties are beneficiaries in the Project co-funded by the European Commission and undertake to carry out the programme work which is the subject of the present Internal Cooperation Agreement, as indicated in the following annexes:
 - Annex I: Grant agreement for the action between the European Commission and ANPAL, the Lead Applicant and Coordinator, and all its annexes, including: a) the detailed work plan, specifying partners’ roles and responsibilities as well as deliverables’ tentative deadlines, taking precedence over, and integrating, the information provided in the Grant agreement (Description of the Action); b) the budget approved by the European Commission;
 - Annex II: Co-applicants budget breakdown for implementation of the action;
 - Annex III: Letter of Commitment;
 - Annex IV: Data processing Agreement.
3. 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 action shall run for 24 months starting from 01/02/2019 as referred to in Article I.2. of the Grant Agreement no. **VS/2018/0473** and official amendment n. 1 - **VS/2019/0093** approved by the European Commission.

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

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, included the management and maintenance of the project platform (annex III).
4. Comply with all the provisions of the Grant Agreement between the Coordinator and the European Commission.
5. Provide 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 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 or to any other party.

The Coordinator 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 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.

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 FOR DAMAGES

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.

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

1. Given that any personal data included in the Agreement VS/2018/0473 must be processed by Head of Unit DG employment, as data controller provided for Article II.7, and given that ANPAL and the project Consortium must implement the action under this agreement, the data controller for the activities included in the action is ANPAL.
2. To allow to fulfil the obligations under the agreement, ANPAL, 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 ANPAL (Agency of Ministry of Labour and Social Policies), head office located in Rome, Via Fornovo n. 8 – 00192. Personal data processor is Fondazione Giacomo Brodolini, 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 ANPAL. Personal data processing activities will be executed by ANPAL 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), as provided by the Annex IV, ANPAL, as data controller, appoints Città metropolitana di Roma Capitale – Dip. III 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, Città metropolitana di Roma Capitale – Dip. III will process, as Data Processor, personal data on ANPAL’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 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. The Co-Applicant may not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

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 III to this Agreement.

The Coordinator shall remit to the Co-Applicant the European Commission grant based on criteria in art. 12.

ARTICLE 9 – ALLOCATION OF FUNDS TO THE PARTNER

1. The co-applicant's budget for the implementation of the action is set out in the estimated co-applicant's budget in Annex II. 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 95% 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 – PAYMENT AND ARRANGEMENTS

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

- ***A first pre-financing payment:*** *A first pre-financing payment of 40% 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.*
- ***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 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

Co-Applicant is allowed to adjust the estimated budget by transfers between others Co-Applicants and between the different budget categories, if the action is implemented as described in Annex I (approved project). This adjustment does not require an amendment.

Co-Applicant may not add costs relating to subcontracts not already provided unless such additional subcontracts are approved by the Commission.

If the Co-Applicant want to change the value of own contribution, the Coordinator must request an amendment of the General Agreement to the European Commission.

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 12 - 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: **UNICREDIT S.p.A. - Filiale 30070**

Postcode/City/Country: **Via del Corso, 307 – 00187 Roma**

Name of Account Holder: **Città metropolitana di Roma Capitale**

IBAN: IT30P0200805181000401059955

SWIFT CODE: UNICRITMM

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/2018/0473.

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.

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 art. II.9 of the Grant Agreement between the Coordinator and the European Commission.

Done in English in two (2) copies.

| For the Coordinator | For the Co-Applicant | For the Affiliate |
|-----------------------------|-----------------------------|---------------------------|
| <i>Mr Salvatore Pirrone</i> | <i>Mr Antonio Capitani</i> | <i>Ms Antonella Gobbo</i> |
| Date and place: | Date and place: | Date and place: |

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