ANNEX II

General Conditions applicable to European Community grant agreements with international organisations for external aid

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GENERAL AND ADMINISTRATIVE PROVISIONS

Article 1 – General obligations

1(1) The Organisation shall ensure that the Operation is carried out in accordance with the Description of the Operation contained in Annex 1, either alone or in partnership with one or more institutions.

The Organisation may subcontract parts of the Operation (works and services), preferably to local operators.

If implementation of the Operation involves the conclusion of contracts by the Organisation, the contract-award procedures of the Organisation shall apply, provided they are at least as stringent as those set out in Annex IV.

The partners, the subcontractors, the experts and the supplies, the cost of which are financed out of the Community contribution¹, shall originate in the Community or the country or countries eligible for grants under the programme of which the Operation is part. They may also originate from the country or countries of any other donors, provided such donors accept that their contributions be used to cover costs related to partners, subcontractors, experts or supplies originating from the Community. However, minor acquisitions (supply, services and works) for urgent local requirements may be procured from other sources up to a total volume of 200 000 Euro. Any other departing from the rules of origin set out above is subject to prior written approval from the Commission, which shall deal expeditiously with any request accompanied with proper justification.

The Community recognises no contractual link between itself and the Organisation's partner(s) or between itself and a subcontractor. The Organisation alone shall be accountable to the Commission for the implementation of the Operation. The Organisation undertakes to ensure that the conditions imposed upon him under this Agreement also apply to all partners and subcontractors involved.

1(2) The Organisation shall implement the Operation with the requisite degree of care, efficiency, transparency and diligence, as required by best practice in the field concerned, and in compliance with this Agreement.

To that end, the Organisation shall mobilise all the financial, human and material resources required for full implementation of the project, as specified in the Description of the Operation, endeavouring to use local human and material resources.

1(3) If any of the Organisation's partners, subcontractors or agents indulges in corrupt practices in connection with this or any other Operation financed by the Commission, the latter may suspend the Operation or terminate the Agreement in accordance with Article 11(3).

Article 2 – Obligations regarding information and financial and technical reports

2(1) The Organisation shall provide the Commission with full information on the implementation of the Operation. To that end, the Organisation shall draw up intermediate reports and a final report. These reports shall consist of a technical part and a financial part. The Commission may request additional information at any time; that information shall be supplied within 30 days of the request.

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Where the grant is financed out of the European Development Fund, mentions of Community financing must be read as referring to European Development Fund financing.

- 2(2) The Organisation shall send the Commission intermediate reports in accordance with the provisions below. Every report shall provide a complete account of all aspects of implementation for the period covered.
 - The report shall be laid out in such a way as to allow comparison of the objective(s), the means envisaged or employed (in particular all expenses actually incurred by the Organisation), the results expected and obtained and the budget details for the Operation. The report shall contain a plan of action for the next phase of the Operation's implementation.
- 2(3) The final report shall contain a detailed description of the conditions in which the Operation took place, information on the measures taken to identify the Community as the source of financing and on considerations which could be used to evaluate the Operation's impact, details on the transfers of property mentioned in article 7(3), plus a full summary of the Operation's income and expenditure and payments received.
- 2(4) The reports shall be presented in the same language as the Agreement. They shall be submitted at the following intervals:
 - A if payments follow option 1 in Article 15(1): a single and final report shall be forwarded to the Commission within six months of the end of the Operation's duration of execution as defined in Article 2 of the Special Conditions;
 - B if payments follow option 2 in Article 15(1):
 - an intermediate report shall accompany every request for payment;
 - the final report shall be forwarded to the Commission within six months of the end of the Operation's duration of execution as defined in Article 2 of the Special Conditions.
- 2(5) The Special Conditions may stipulate that the Organisation must supply an extra copy of the reports for the Commission Delegation in charge of monitoring the Operation.
- 2(6) If the Organisation fails to supply a final report by the final report deadline laid down in Article 2(4), and fails to furnish an acceptable and sufficient written explanation of the reasons why it is unable to comply with this obligation, the Commission may terminate the Agreement in accordance with the first indent of Article 11(3) and recover the amounts already paid.
 - Furthermore, where payments follow option 2 in Article 15(1) and the Organisation fails to present an intermediate report and a request for payment by the end of each twelve-month period following the date laid down in Article 2(1) of the Special Conditions, the Organisation shall inform the Commission of the reasons why it is unable to do so, and shall provide a summary of the state of progress of the Operation. If the Organisation fails to comply with this obligation, the Commission may terminate the Agreement in accordance with the first indent of Article 11(3) and recover the amounts already paid.

Article 3 - Liability

- 3(1) The Community cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Organisation while the Operation is being carried out. The Community cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.
- 3(2) Subject to the rules governing the Organisation's privileges and immunities, the Organisation shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Operation is being carried out. The Organisation shall discharge the Community of all liability associated with any claim or action brought as a result of an infringement by the Organisation or the Organisation's employees or individuals for whom those employees are responsible of rules or regulations, or as a result of violation of a third party's rights.

Article 4 – Conflict of interests

The Organisation undertakes to take all precautions necessary to avoid conflicts of interests and shall inform the Commission immediately of any situation giving rise to or likely to give rise to any such conflict.

Article 5 - Confidentiality

The Commission and the Organisation undertake to preserve the confidentiality of the reports referred to in Article 2 and of any document, information or other material communicated to them in confidence.

Article 6 - Publicity

- 6(1) Unless the Commission requests otherwise, any notice or publication by the Organisation concerning the Operation, including at a conference or seminar, shall specify that the Operation has received funding from the European Community.
 - The Organisation shall take all necessary measures to publicise the fact that the Community has financed or co-financed the Operation. To that end, the Organisation shall refer to the Operation and the Community financial contribution in information given to the final recipients of the Operation, in internal and final reports and in any dealings with the media. In addition, the Organisation shall display the European logo (twelve yellow stars on a blue background) in the field at least as prominently as its own logos.
- 6(2) Any publication by the Organisation, in whatever form and by whatever medium, including the Internet, shall carry the following or a similar warning: "This document has been produced with the financial assistance of the European Community [and name of other donors if any]. The views expressed herein are those of [name of Organisation] and can therefore in no way be taken to reflect the official opinion of the European Community [and name of other donors if any]."

Article 7 – Ownership/use of results and equipment

- 7(1) Ownership, title and industrial and intellectual property rights in the results of the Operation and the reports and other documents relating to it shall vest in the Organisation, as the case may be together with third parties.
- 7(2) Notwithstanding the provisions of the first paragraph, the Organisation shall grant the Commission the right to use freely and as it sees fit all documents deriving from the Operation, whatever their form.
- 7(3) By the end of the implementation period for the Operation, the equipment, vehicles and supplies paid for by the Community grant shall be transferred to any local partners of the Organisation or to the final recipients of the Operation. The final report shall specify in detail to whom they have been transferred, and the documentary proof of those transfers shall be kept for inspection along with the documents mentioned in article 16.3.

Article 8 - Evaluation of the Operation

8(1) If the Commission performs an intermediate or subsequent (ex-post) evaluation, the Organisation shall undertake to provide the Commission or its authorised agents with any document or information likely to help that evaluation to be successfully concluded.

8(2) If one party carries out or commissions an evaluation in the context of the Operation, it shall provide the other party with a copy of the evaluation report.

Article 9 - Amendment of the Agreement

- 9(1) Any modification of the Agreement, including the annexes thereto, shall be set out in writing in an amendment.
 - If the request for an amendment comes from the Organisation, the latter shall submit that request to the Commission one month before the amendment is intended to enter into force, except in cases which are duly substantiated by the Organisation and accepted by the Commission.
- 9(2) Where the amendment does not affect the basic purpose of the Operation and the financial impact is limited to a transfer within a single budget heading, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of less than 10% of the amount originally entered under a heading for eligible costs, the Organisation may apply the amendment and shall inform the Commission accordingly. This method may not be used to amend headings for administrative costs or the contingency reserve.

Changes of address and changes of bank account may simply be notified. Changes of bank account must be specified in the request for payment, which must conform to the model attached as Annex V.

Article 10 – Assignment

The Agreement and the payments attached to it may not be transferred or assigned to a third party in any manner whatsoever without the prior written consent of the Commission.

Article 11 - Termination of the Agreement

- 11(1) The Organisation may terminate the Agreement at any time by serving two months' written notice. In this event, the Organisation shall be entitled to payment of the grant only for the part of the Operation carried out, although this does not affect the Commission's right in cases of wrongful termination to claim full or partial repayment of amounts already paid out.
- 11(2) In exceptional and duly justified cases, the Commission may decide to terminate the Agreement by serving two months' written notice, without being required to pay compensation. In this event, the Organisation shall be entitled to payment of the grant only for the part of the Operation carried out, and to reimbursement of commitments entered into by the Organisation for the implementation of the Operation, which the Organisation cannot reasonably terminate on legal grounds.
- 11(3) The Commission may terminate the Agreement, without giving notice and without paying compensation of any kind, where the Organisation:
 - fails, without justification, to fulfil any of the obligations imposed and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of sending of the letter;
 - fails to comply with articles 4 or 10 or falls into the situation described in Article 1(3);
 - makes false or incomplete statements to obtain the grant provided for in the Agreement or provides reports that do not reflect reality;

- commits financial irregularities.

In that event the Commission may demand full or partial repayment of the amounts already paid out under the Agreement.

Prior to or instead of terminating the Agreement as provided for in this Article, the Commission may suspend payments as a precautionary measure, without prior notice.

Article 12 - Duration of execution of the Operation, extension, suspension and end date

- 12(1) The Organisation shall inform the Commission without delay of any circumstances likely to hamper or delay the implementation of the Operation. The Organisation may make a duly justified request, no later than one month before the end of the Operation's duration of execution, for the latter to be extended.
- 12(2) The Organisation or the Commission may suspend implementation of all or part of the Operation if circumstances (chiefly *force majeure*) make it too difficult or dangerous to continue. The party suspending shall inform the other without delay and provide all the necessary details. The Commission may terminate the Agreement in accordance with Article 11(2). If the Agreement is not terminated, the Organisation shall endeavour to minimize the duration of the suspension and may resume implementation of the Operation once the conditions are right, with the prior approval of the Commission. The Operation's duration of execution is extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Agreement which may be required to adapt the Operation to new circumstances of implementation.
- 12(3) The Agreement shall come to an end 24 months after the end of the Operation's duration of execution, as defined in Article 2 of the Special Conditions.

The Commission notifies the Organisation of any postponement of the end date.

Article 13 – Arbitration

- 13(1) Any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement, including its existence, validity or termination, which cannot be settled amicably between the parties shall be referred to arbitration in accordance with the optional arbitration regulation of the Permanent Court of Arbitration for International Organisations and States in force at the date of this Agreement.
- 13(2) The Court of Arbitration shall reach its decision in accordance with the terms and conditions of the Agreement in the light of the general legal principles recognised by States.
- 13(3) There shall be one arbitrator.
- 13(4) The language(s) to be employed during arbitration is/are English and/or French.
- 13(5) In the absence of agreement between the two parties, the arbitrator shall be designated by the Secretary General of the Permanent Court of Arbitration following a written request submitted by either party. The arbitrator's decision shall be binding on all parties and there shall be no appeal.

FINANCIAL PROVISIONS

Article 14 - Eligible costs

- 14(1) To be considered eligible in the context of the Operation, costs must:
 - be necessary for carrying out the Operation, be provided for in the Agreement and comply with the principles of sound financial management, in particular value for money and cost-effectiveness:
 - have been incurred during the duration of execution of the Operation, as defined in Article 2 of the Special Conditions;
 - have actually been incurred, be recorded in the Organisation's or Organisation's partners' accounts, be identifiable and verifiable, and be backed by originals of supporting evidence.
- 14(2) Subject to the above, the direct costs listed in Appendix A to these General Conditions shall be eligible.
- 14(3) A fixed percentage of the Organisation's overheads up to the maximum percentage of the amount of eligible direct costs specified in Appendix B to these General Conditions shall be eligible as indirect (overhead) costs.

Indirect costs shall be eligible provided that they do not include costs assigned to another heading of the budget provided for by the Agreement.

Indirect costs shall not be eligible where the Agreement concerns the financing of an Operation conducted by a body which is already receiving a running cost grant from the Commission.

- 14(4) The following costs shall not be considered eligible:
 - provisions for possible future losses or debts;
 - interest owed by the Organisation to any third party;
 - purchases of land or buildings, except where necessary for the direct implementation of the Operation, in which case ownership shall be transferred to the Organisation's local partners (where applicable) or the final recipients of the Operation once the latter has come to an end;
 - currency exchange losses;
 - Taxes which the Organisation is able to reclaim.
- 14(5) Any contributions in kind made by the Organisation and listed separately in Annex III shall not be considered eligible costs for Community financing.

The Organisation shall, however, undertake to make such contributions in accordance with the terms of this Agreement.

Article 15 – Payment

15(1) Payment procedures are set out in Article 4 of the Special Conditions and follow one of the two options below:

Option 1: Operations not exceeding 12 months' duration or involving Community financing of less than EUR $100\,000$

The Commission will make grant payments to the Organisation in the following manner:

- an advance of 80% of the sum referred to in Article 3(2) of the Special Conditions less contingencies within 60 days of receipt by the Commission of the Agreement signed by both parties and a request for payment conforming to the model attached as Annex V;

Where necessary the advance may be increased to a maximum of 95 % of the sum referred to in Article 3(2) of the Special Conditions.

- the balance within 60 days of the authorising department's recording a request for payment, conforming to the model attached as Annex V and accompanied by the final report, subject to approval of that report in accordance with Article 15(2).

Option 2 : Operations exceeding 12 months' duration and involving Community financing of EUR 100 000 or more

The Commission will make grant payments to the Organisation in the following manner:

- an advance of 80% of that part of the forecast budget for the Operation's first 12 months which is being financed by the Community (excluding contingencies), as specified in Article 4 of the Special Conditions, within 60 days of receipt by the Commission of the Agreement signed by both parties and a request for payment conforming to the model attached as Annex V;

Where necessary the advance may be increased to a maximum of 95 % of the sum referred to in Article 3(2) of the Special Conditions.

- intermediate payments of the remainder of the budget for the preceding 12 months of operation plus 80% of that part of the forecast budget for the Operation's next 12 months which is being financed by the Community, within 60 days of the authorising department's recording a request for payment, conforming to the model attached as Annex V and accompanied by an intermediate report, subject to approval of that report in accordance with Article 15(2);

Where necessary the payment may be increased to a maximum of 95 % of that part of the forecast budget for the Operation's next 12 months which is being financed by the Community, except in the final year of the Operation.

- the balance within 60 days of the authorising department's recording a request for final payment, conforming to the model attached as Annex V and accompanied by the final report, subject to approval of that report in accordance with Article 15(2).

Intermediate payments can be made only if the expenditure actually incurred represents at least 70% of the amount of the previous payment, as proven by the relevant intermediate report. The amount of the advance and the intermediate payments cannot exceed 90% of the amount referred to in Article 3(2) of the Special Conditions.

Reports shall be presented in accordance with the stipulations of Article 2.

15(2) The payment deadline of 60 calendar days referred to in Article 15(1) above shall expire on the date on which the Commission's account is debited. Without prejudice to the terms of Article 11(3), the Commission may halt the countdown towards this deadline by notifying the Organisation that the request for payment is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the Commission thinks it necessary to conduct further checks. In such cases, the Commission may request clarification, alteration or additional information, which shall be produced within 30 days of the request. The countdown towards the deadline will resume on the date on which a correctly formulated request for payment is recorded.

- 15(3) Payments due from the Commission shall be made into the bank account referred to in the financial identification form in Annex V.
- 15(4) The Commission will make payments in EUR. Where necessary, actual expenditure will be converted into EUR at the rate published by the European Central Bank in the "C" series of the Official Journal on the first working day of the month in which the request for payment is made. In the case of currencies not quoted in the Official Journal, conversion shall be based on the rates published in the Financial Times on the first Tuesday of the month in which the request for payment is made.
- 15(5) Any interest accruing from the advances paid to the Organisation by the Commission shall be considered income for the purposes of Article 17(3). It may be used to cover eligible costs of the Operation; it may not be used to finance the Organisation's indirect (overhead) costs. Interest foregone due to payment made after the deadline mentioned in article 15.2 shall be deducted from the amount of interest accrued. The late payment interest shall apply to the time which elapses between the date of the payment deadline (inclusive), and the date on which the Commission's account is debited (exclusive).

Article 16 – Accounts and technical and financial checks

- 16(1) The Organisation shall keep accurate and regular records and accounts of the implementation of the Operation using a dedicated double-entry book-keeping system as part of or as an adjunct to the Organisation's own accounts. This dedicated system shall follow the procedures dictated by professional practice. Separate accounts shall be kept for each Operation, and shall detail all income and expenditure. They shall provide precise details of interest accruing on funds paid by the Commission.
- 16(2) Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the Organisation. A copy of the audited financial statements shall be submitted to the European Commission by the Organisation.
- 16(3) The Organisation shall, until at least five years after the end date as specified in article 12(3):
 - keep financial accounting documents concerning the activities financed by the Community and,
 - make available to the competent bodies of the Community, upon request, all relevant financial information, including statements of accounts concerning the programme/project, whether they are executed by the organisation or by subcontracting.
- 16(4) In conformity with its Financial Regulation, the Community may undertake, including on the spot, checks related to the operations financed by the Community.

Article 17 – Final amount of Community financing

- 17(1) The total amount to be paid by the Commission to the Organisation may not exceed the maximum grant established by Article 3(2) of the Special Conditions, even if the overall actual expenditure exceeds the estimated total budget set out in Annex III.
- 17(2) If the eligible costs at the end of the Operation are less than the estimated total cost specified in Article 3(1) of the Special Conditions, the Community contribution shall be limited to the amount produced by multiplying the actual expenditure by the percentage laid down in Article 3(2) of the Special Conditions.

17(3) The Organisation accepts that the grant can under no circumstances result in a surplus for the Organisation, and shall be limited to the amount required to balance income and expenditure for the Operation.

Article 18 – Repayment of the grant

- 18(1) In the cases referred to in Articles 11(1) (except wrongful termination), 11(2) and 17, the Organisation undertakes to repay to the Commission within 60 days of receiving a request from the latter any amounts paid in excess of the final amount due.
- 18(2) In the event of wrongful termination of the Agreement by the Organisation, and in the cases specified in Article 11(3), the Commission may request full or partial repayment of amounts paid to the Organisation. The Commission shall determine the manner and the deadline for such full or partial repayment.
- 18(3) Bank charges incurred by the repayment of amounts due to the Commission shall be borne entirely by the Organisation.
- 18(4) Amounts to be repaid to the Commission may be offset against amounts of any kind due to the Organisation. This shall not affect the parties' option to agree on payment in instalments.

Appendix A for UN Agencies parties to the EC-UN Framework Agreement of 9 August 1999 Standard list of eligible costs

1. Staff

- A. <u>Expatriate</u>: monthly lump sum per person. Costs connected with the management and/or training of expatriate staff at the entity's headquarters are not eligible under this heading. Expenditure covered by the lump sum:
 - <u>Remuneration</u>: salaries or emoluments, taxes, social security contributions, briefing, debriefing, overlapping, rest periods and insurance.
 - <u>Transport</u>: international return trip to the place of operation, pre and post forwarding, visas, airport taxes, transit costs, travel for briefing and debriefing.
 - <u>Stay</u>: accommodation, per diem, food and/or allowances.
 - Other: any other type of expenditure linked directly to the expatriate (medical costs, job licence).
- B. Local: monthly lump sum per person.

Expenditure covered by the lump sum:

- Remuneration: salaries, taxes, social security contributions, rest periods and insurance.
- Where appropriate: accommodation, food and/or allowances, per diem, training, medical costs, equipment, recruitment costs.

Establishment of lump sum for expatriate and local staff:

- lump sums are established in Euro per month;
- to obtain a fraction of a month: lump sum divided by 30 x number of days;
- staff costs are calculated by month or fraction of a month.

SUPPLIES

- 2. Food
- 3. Agricultural inputs and implements
- 4. Medical
- 5. Essential relief items
 - Direct purchase: unit purchase price;
 - Purchases from organisation's stock: price of product plus percentage;
 - Purchases via purchasing centre controlled by the organisation: price of product plus percentage.
- 6. Temporary shelter
- 7. Water and sanitation
- 8. Emergency rehabilitation
 - Service: price of the service.
 - Direct purchase: unit purchase price.
 - Purchases from organisation's stock: price of product plus percentage.
 - Purchases via purchasing centre controlled by the organisation: price of product plus percentage.

9. Distribution costs

Real costs connected with distribution of products as part of the operation such as: local storage, watch men, day labour for loading and unloading, loading and unloading facilities, palettes, small distribution tools, expenditure incurred in information about distribution towards beneficiaries.

10. Transport

International and/or local transport undertaken by the organisation (with means of transport owned by the organisation, with the exception of air transport).

- Monthly lump sum composition covers contribution to vehicle depreciation as well as running costs (insurance, maintenance and petrol);
- Lump sum is established in Euro;
- Forwarding costs, handling, customs clearance and other tax formalities: real costs in cases duly justified by the organisation.

Sub-contracted international and/or local transport:

- Price of sub-contracted service including local travel;
- Running costs if not covered in the service price: insurance, maintenance and petrol on the basis of lump sum for two-wheel vehicles, passenger automobiles or 4x4 or, on the basis of real costs, for any other means of transport.

11.Evaluation

Carried out by a member of the organisation:

• Actual expenditure incurred by the organisation, including communication costs, with the exception of salaries, taxes and social contributions.

Carried out by a third person:

• Price of service.

12.External audit

• Price of service.

13. Feasibility studies

Carried out by a member of the organisation:

• Actual expenditure incurred by the organisation, including communication costs, with the exception of salaries, taxes and social contributions.

Carried out by a third person:

• Price of service.

14.Training

Educational material:

- Direct purchase: unit purchase price;
- Purchases from organisation's stock: price of product plus percentage;
- Purchases via purchasing centre controlled by the organisation: price of product plus percentage.

Training services:

• Price of service.

15. Security

• Real costs with the exception of specific training of staff.

16.Other services

Communications equipment:

• Monthly lump sum;

• Composition of lump sum: depreciation or rent of equipment, maintenance and insurance and communications costs.

Establishment of lump sum:

- the lump sum is established in Euro per month,
- to obtain a fraction of a month: lump sum divided by 30 x number of days,
- amount of lump sum: different according to the type of equipment.

Local storage

- Real costs;
- Where appropriate: costs of assembling, packaging, labelling and marking.

Monitoring

• Price of service.

Quantity/quality control

• Price of service.

Insurance

• Price of service.

Specialised services or expertise

• Price of service.

17. Visibility programme

- Real costs.
- 18. Other direct costs: expenditures needed to implement the operation not included in the preceding items and provided that they are detailed.
- 19. A contingency reserve of no more than 5% of eligible direct costs, which can be used only with the prior written (by letter) authorisation of the Commission.

Personnel costs shall be eligible within the amounts set out below:

Maximum reimbursable amounts for personnel

1. Long-term contracts

Category I	Senior specialist (more than 20 years experience):	€ 6 900-11 000/month
Category II	Specialist (between 10 and 20 years experience):	€ 5 500-8 900/month
Category III	€ 4 200-6 900/month	
Category IV	Junior (between 3 and 5 years experience):	€ 3 500-4 800/month

These rates cover the expenditure items listed in Appendix A point 1.

2. <u>Short-term contracts for experts (feasibility study, ex post evaluation, etc. - of maximum three months duration)</u>

Category I Senior specialist (more than 20 years experience):		€ 375/day
Category II	Specialist (between 10 and 20 years experience):	€ 325/day
Category III	€ 275/day	
Category IV	junior (between 3 and 5 years experience):	€ 250/day.

⁺ daily allowance: UN daily subsistence allowance rates

Appendix A for other international organisations Standard list of eligible costs

- the cost of staff assigned to the Operation, corresponding to actual salaries plus social security charges and other remuneration-related costs; salaries and costs must not exceed those normally borne by the Organisation, and rates must not exceed those generally accepted on the market in question; daily allowances for missions abroad (per diems) shall be those prevailing in the Organisation at the time they are incurred;
- travel and subsistence costs for staff taking part in the Operation, provided they correspond to market rates and do not exceed the rates generally accepted by the Commission (including economy-class air fares);
- purchase costs for equipment (new or used) and services (transport, rent, etc.), provided they correspond to market rates;
- costs of consumables and supplies;
- expenditure on subcontracting or expenditure incurred by the Organisation's partners;
- costs deriving directly from the requirements of the Agreement (dissemination of information, specific evaluation of the Operation, translation, reproduction, insurance, targeted training for those involved in the Operation, etc.) including financial service costs (in particular the cost of transfers);

A contingency reserve of no more than 5% of the total amount of eligible costs may be included in the Budget for the Operation. It can be used only with the prior written (by letter) authorisation of the Commission.

Appendix B - Calculation of indirect costs

(sliding scale in €)

RANGE OF D	IRECT COSTS		AMOUNT	Accumulated
Amount A	Amount B	Rate %		Amount
0	200 000	7.0%	14 000	14 000
200 000	400 000	6.5%	13 000	27 000
400 000	600 000	6.0%	12 000	39 000
600 000	800 000	5.5%	11 000	50 000
800 000	1 000 000	5.0%	10 000	60 000
1 000 000	1 500 000	4.5%	22 500	82 500
1 500 000	2 000 000	4.0%	20 000	102 500
2 000 000	3 000 000	3.0%	30 000	132 500 (max.)