



ANPAL Partenza - Roma , 18/07/2017
Prot. ANPAL / 0009771

To Mr Antonio Capitani
Director
Città Metropolitana di Roma Capitale
Dip. III
Via Raimondo Scintu, 106
Roma 00176

**Subject: Your first EURES job - Targeted mobility scheme (YfEj 5.0)
Grant Agreement N. VS/2016/0380
Internal Cooperation Agreement**

Dear Mr. Antonio Capitani,

Please find enclosed your copy of the *Internal Cooperation Agreement* signed by ANPAL (National Agency for Active Labour Market Policies).

Best regards,

The Head of Unit
Marinella Colucci



INTERNAL COOPERATION AGREEMENT

Project title	<i>Your first EURES job - Targeted mobility scheme - YfEj 5.0</i>
Grant Agreement ref.	VS/2016/0380 <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
Co-applicant and Affiliate	Città Metropolitana di Roma Capitale – Dip. III Capitale Lavoro S.p.A.

The present Agreement governs relations between:

ANPAL – Agenzia Nazionale Politiche Attive del Lavoro – EURES National Coordination Office, Coordinator in “Your first EURES job Targeted mobility scheme (Acronym: YfEj 5.0)” – Grant Agreement ref. VS/2016/0380
*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 – Dipartimento III Servizi per la Formazione, il Lavoro e la Promozione della Qualità della Vita and Capitale Lavoro S.p.A., Project Co-Applicant in “Your first EURES job Targeted mobility scheme (Acronym: YfEj 5.0)” – Grant Agreement ref. VS/2016/0380
whose registered offices are in

Città Metropolitana di Roma Capitale – Dip. III Via Raimondo Scintu, 106 - 00173 Roma (IT) <i>represented by</i> Mr. Antonio Capitani (Director of Unit III)	Capitale Lavoro S.p.A. Via Beniamino Franklin 8 - 00153 Roma (IT) <i>represented by</i> Mr. Claudio Panella (CEO)
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hereinafter “Co-Applicant”

THE PARTIES HEREBY AGREE AS FOLLOWS

ARTICLE 1 - PURPOSE

The parties are beneficiaries in the Project “Your first EURES job Targeted mobility scheme (Acronym: yfEj5.0)” – Agreement ref. VS/2016/0380” co-funded by the European Commission within the framework of the preparatory action Your first EURES job.

The purpose of the agreement is to establish the obligation for the Coordinator to transfer to the Co-Applicant the amount financed by the European Commission in order to carry out the action entitled “Your first EURES job Targeted mobility scheme (Acronym: YfEj 5.0)” (hereinafter the action) with the support of a grant from the Community budget, as established in a specific agreement between the Coordinator and the European Commission (art. 1.3 Agreement VS/2016/0380).

The Parties undertake to carry out the programme work which is the subject of the present Agreement, within the framework of contract N° VS/2016/0380 signed between the Coordinator and the European Commission, concerning the project entitled “Your first EURES job Targeted mobility scheme (Acronym: yfEj5.0)”.

The total eligible costs of the action for the contractual period, covered by the agreement N° VS/2015/0380, is estimated at **3.673.206,40 EURO**, as set out in the Grant Contract.

The European Commission contribution shall be of a maximum amount of **3.489.546,08 EURO** and shall take the form of:

- 1) The reimbursement of 95% of the eligible costs of the action (reimbursement of eligible costs) which are estimated at 3.673.206,40 EURO and which are:
 - a) Actually incurred (reimbursement of actual costs) for the direct costs for the beneficiaries and the affiliates entities;
 - b) Reimbursement of unit costs: not applicable
 - c) Reimbursement of lump sum costs: not applicable
 - d) Declared on the basis of a flat-rate of 7% of the eligible direct costs (reimbursement of flat-rate costs) for the indirect costs for the beneficiaries and the affiliates entities
 - e) Reimbursement of costs declared on the basis of the Co-Applicant’s usual cost accounting practices: not applicable
- 2) Unit contribution: not applicable
- 3) Lump sum contribution: not applicable
- 4) Flat-rate contribution: not applicable

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

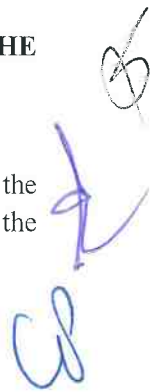
ARTICLE 2 - DURATION OF THE ACTION

The present Agreement comes into effect on the date when the last of the two parties signs. The action implementation period, as laid down in the Grant Agreement, is 24 months, from the 2nd of February 2017 (starting date). The above period shall be determined on the basis of calendar days.

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. Assume the tasks established in the work planning, accepting the responsibility together with the Coordinator in order to implement the activities of the project.
3. Comply with all the provisions of the Grant Agreement between the Coordinator and the European Commission.
4. Provide the Coordinator with any information or documents it may require and which are necessary for the monitoring and administrative management of the project.
5. Decide, together with the Coordinator, the rights and obligations of the parties, including those related to intellectual property rights.
6. Inform the Coordinator immediately of any change likely to affect or delay the implementation of the action of which the Co-Applicant is aware;
7. 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;
8. 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;
9. Develop the project platform “EUjob4EU” and transfer the use to ANPAL, through a separate agreement between ANPAL and Città metropolitana di Roma Capitale, that is considered an integral part of this Internal Cooperation 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 - 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 6 - 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 7 - 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 II to this Agreement.

The Coordinator shall remit to the Co-Applicant the European Commission grant based on criteria in art. 8.



ARTICLE 8 – PAYMENT AND ARRANGEMENTS

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

- **Pre-financing:**

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:**

As set in Article I.5 of the Grant Agreement:

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

If the total amount of earlier payment is greater than the final amount of the grant, the payment of the balance takes the form of a recovery.

If the total amount of earlier payment is lower than the final amount of the grant, the time limit for the European Commission to make payment of the balance is 90 days.

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 9 - BUDGET TRANSFERS

Budget transfers between budget categories are limited to 10% of the amount of each budget category for which the transfer is intended.

The proportion between third parties' and other support measures costs, on one hand, and the implementation costs, on the other, as mentioned in the estimated budget of the Grant Agreement has to be respected. Any adjustment affecting this proportionality, even within the same heading, shall be subject to prior written authorisation by the European Commission.

ARTICLE 10 - 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 11 - REDUCTION OF THE GRANT

1. Conditions

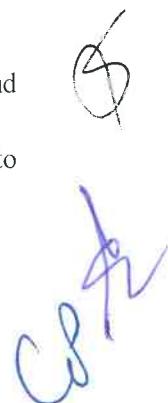
The Coordinator may — after termination of the participation of a Co-applicant, at the payment of the balance or afterwards — reduce a specific grant, if:

- 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 or Euratom 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 12 - BANK ACCOUNT

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

Name of the Bank: UNICREDIT SPA – 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 13 - 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/2016/0380.

ARTICLE 14 – 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 15 - 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 16 - 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 17 - USE OF RESULTS

17.1 Use of background

Background is any material contributions, intellectual property or know-how that a Co-applicant brings to the project, and which is necessary to implement the project.

The Città Metropolitana di Roma Capitale and its affiliate Capitale Lavoro has developed the online platform EUjob4EU, an innovative e-platform developed by internal staff, the Job Match System, a state-of-the-art technology system to capture and store jobseekers resumes and vacancies in a database. The Job Match System allows to streamline recruitment and eliminate many manual procedures.

This Platform, as it exists as of the Date 26th June 2017, and available at: www.yourfirsteuresjob.eu and www.reactivatejob.eu is identified Background.

The ownership of the Background is retained by the Co-applicant Città Metropolitana Roma Capitale and Capitale Lavoro that brought it into the Project.

17.2 Use of the results by the Union

Whereby, without prejudice to paragraph 17.1, 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. 1.9 of the Grant Agreement between the Coordinator and the European Commission.

ARTICLE 18 – ANNEXES

The following Annexes are attached and form an integral part of this Agreement:

Annex I: Grant Agreement with the estimated budget of the Action

Annex II: Budget of the Action per partner

Annex III: Letters of Commitment with the tasks


Done in English in two (2) copies.

For the Coordinator

Mr Salvatore Pirrone

Date and place:

Stamp and Signature:


6-7-2017


For the Co-Applicant

Mr Antonio Capitani

Date and place:

Stamp and Signature:

IL DIRETTORE
Dr. Antonio Capitani


27/06/2017

For the Affiliate

Mr Claudio Panella

Date and place:

Stamp and Signature:

CAPITALE LAVORO S.p.A.
L'Amministratore Unico
Claudio Panella


27 giugno 2017