European Monitoring Centre
for Drugs and Drug Addiction

GRANT AGREEMENT FOR AN ACTION

AGREEMENT N° GA.19.RTX.014.1.0

The European Monitoring Centre for Drugs and Drug Addiction (hereinafter referred to as 'the EMCDDA'), represented for the purposes of signature of this agreement by Gonçalo Felgueiras e Sousa, Head of REITOX and External Partners Unit

of the one part,

and

Presidenza del Consiglio dei Ministri - Dipartimento Politiche Antidroga
Department of the Presidency of the Council of Ministers
Via della Ferratella in Laterano 51, 00184 Roma, Italia
VAT number: 80188230587

('the beneficiary'), represented for the purposes of signature of this agreement by Elisabetta Simeoni, Head of the Italian Focal Point

of the other part,

hereafter referred to as 'the parties to the agreement'

Whereas Council Regulation (EEC) No 302/93 on the establishment of the European Monitoring Centre for Drugs and Drug Addiction provides, in Article 5, for the European Information Network on Drugs and Drug Addiction (REITOX), forming the infrastructure for collecting and exchanging information and documentation;

Whereas REITOX National Focal Points have officially been designated in all Member States and are fully operational throughout the lifetime of the present grant agreement;

Whereas the Management Board of the EMCDDA has unanimously decided on 3–5 July 2002, to establish a grant based system between the EMCDDA and the REITOX National Focal Points;

Whereas the Management Board of the EMCDDA has adopted on 15–17 January 2003, the 'Operating framework for the REITOX system';

Whereas the Management Board of the EMCDDA has adopted on 13–14 December 2018 the Single Multi-annual Programming Document (SPD) 2017–19, which contains the multi-annual work programme and the 2019 work programme, and the estimated budget allocation for the implementation of the EMCDDA 2019 work programme.

Whereas the Management Board of the EMCDDA has adopted on 13–14 December 2018, the 2019 budget.

HAVE AGREED

the Special Conditions and General Conditions below, and the following Annexes:

Annex I	Description of the action
Annex II	Estimated budget of the action
Annex III	Technical and financial implementation reports to be submitted
Annex IV	Guidelines for 2019 national reporting
Annex V	Activity Reporting Template
Annex VI	Intermediate Financial Reporting Template
Annex VII	Final Financial Reporting Template
Annex VIII	Summary statement of expenses template
Annex IX	Provisional schedule of 2019 EMCDDA meetings

which form an integral part of this agreement (' the agreement').

The terms set out in the Special Conditions shall take precedence over those in the other parts of the agreement.

The terms of the General Conditions shall take precedence over those in the Annexes.

I – SPECIAL CONDITIONS

ARTICLE I.1 - PURPOSE

I.1.1 The EMCDDA has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the Annexes to the agreement, which the beneficiary hereby declares that it has taken note of and accepts, for the action entitled **'Active contribution by the National Focal Point to the implementation of the EMCDDA 2019 work programme'** ('the action').

I.1.2 The beneficiary accepts the grant and undertakes to do everything in its power to carry out the action as described in Annex I, acting on its own responsibility. This includes the participation in the meetings organized periodically by the EMCDDA, described in Annex IX - Provisional schedule of 2019 EMCDDA meetings.

ARTICLE I.2 – DURATION

I.2.1 The agreement shall enter into force on the date when the last of the two parties signs.

I.2.2 The action shall run from **1 January 2019** ('starting date of the action') until **31 December 2019**.

ARTICLE I.3 – FINANCING THE ACTION

I.3.1 The total cost of the action is estimated at **EUR 159.180,00 (one hundred fifty nine thousand, one hundred eighty euro)** as shown in the estimated budget in Annex II. That budget shall give a detailed breakdown of the costs that are eligible for Unit funding under the terms of Article II.14, of any other costs that the action may entail, and of all receipts, so that receipts and costs balance.

I.3.2 The total eligible costs of the action are estimated at **EUR 159.180,00 (one hundred fifty nine thousand, one hundred eighty euro)** as shown in the estimated budget in Annex II. Indirect costs are eligible at a flat rate of 7% of the total direct costs eligible, subject to the conditions laid down in Article II.14.3.

I.3.3 The EMCDDA shall contribute with **50%** of the actual eligible costs approved by the EMCDDA, up to a maximum of **EUR 79.590,00 (seventy nine thousand, five hundred ninety euros)**. The final amount of the grant shall be determined as specified in Article II.17, without prejudice to Article II.19.

I.3.4 By way of exception to Article II.13, the beneficiary may, when carrying out the action, adjust the estimated budget by making transfers between the six headings of eligible costs, provided that this adjustment of expenditure does not affect the implementation of the action and transfer between the six headings does not exceed 10% of the amount of each heading of eligible costs for which the transfer is intended, and without exceeding the total eligible costs indicated in paragraph 2. The beneficiary shall inform the EMCDDA accordingly in writing.

I.3.5 By way of derogation from Article II.16.1, any conversion of actual costs into euro shall be made at the annual average of the monthly exchange rate published at the Official Journal of the European Union, or, failing that, at the annual average of the monthly accounting rate established by the Commission and published on its website. The year to be considered for the calculation of the above mentioned annual average shall correspond to the duration of this agreement, as laid down in Article I.2.2 above.

ARTICLE I.4 –PAYMENT ARRANGEMENTS

I.4.1 Pre-financing:

Within **45** days of the date when the signed agreement is returned by the beneficiary, the payment of a pre-financing representing a maximum of **55%** of the total amount of the grant specified in Article I.3.3 shall be made to the beneficiary, provided that the balance payment for the previous year grant agreement with the EMCDDA was settled.

I.4.2 Interim payment:

Every request for interim payment shall be accompanied by the interim technical and financial implementation reports specified in Article II.15.3. The EMCDDA shall have **45** days to approve or reject the documents in question or to request additional supporting documents or information under the procedure laid down in Article II.15.3. In that case, the beneficiary shall

have **45** days to submit the additional information or documents requested.

The amount of the interim payment shall be determined on the basis of the eligible costs actually incurred, as shown in the interim statement and approved by the EMCDDA. In no circumstances may the interim payment exceed **80%** of maximum amount of the grant specified in Article I.3.3. The amount of any pre-financing previously paid to the beneficiary shall be deducted.

The interim payment shall be made to the beneficiary within **45** days following approval by the EMCDDA of the documents accompanying the request for interim payment.

The EMCDDA may suspend the period for payment in accordance with the procedure in Article II.16.2.

I.4.3 Payment of the balance

The request for payment of the balance shall be accompanied by the final technical and financial implementation reports specified in Article II.15.4 and by an external audit report on the action's accounts. The EMCDDA shall have **45** days to approve or reject the documents in question or to request additional supporting documents or information under the procedure laid down in Article II.15.4. In that case the beneficiary shall have **45** days to submit the additional information or new documents requested.

A payment representing the balance of the grant determined in accordance with Article II.17 shall be made to the beneficiary within **45** days following approval by the EMCDDA of the documents accompanying the request for payment of the balance.

The EMCDDA may suspend the period for payment in accordance with the procedure in Article II.16.2.

ARTICLE I.5 – SUBMISSION OF REPORTS AND OTHER DOCUMENTS

The provisions relating to the production of the technical and financial implementation reports and other documents referred to in Article I.4 are contained in Annex III.

ARTICLE I.6 – BANK ACCOUNT

Payments shall be made to the beneficiary's bank account or sub-account denominated in euro, as indicated in the financial identification form which was attached to the grant request.

This account or sub-account shall allow the funds paid by the EMCDDA to be identified.

The beneficiary shall inform the EMCDDA in writing each time the concerned bank account or sub-account have changed, by sending a new signed and stamped financial identification form with the new bank account or sub-account details.

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If the funds paid to this account yield interest or equivalent benefits under the law of the State on whose territory the account is opened, such interest or benefits shall, if they are generated by pre-financing payments, be recovered by the EMCDDA as specified in Article II.16.4.

ARTICLE I.7 –GENERAL ADMINISTRATIVE PROVISIONS

I.7.1 Any communication - such as requests for payment, technical and financial information, reports and any other correspondence - in connection with the agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following persons and addresses:

For the beneficiary :

Elisabetta Simeoni
Head of Italian Focal Point
Presidenza del Consiglio dei Ministri - Dipartimento Politiche Antidroga
Via della Ferratella in Laterano 51
00184 Roma
Italia

For the EMCDDA :

Frédéric Denecker
Principal programme management officer
Reitox and external partners unit
European Monitoring Centre for Drugs and Drug Addiction
Praça Europa 1
Cais do Sodré
PT - 1249-289 Lisboa
Portugal

I.7.2 In the event of modifications in the aforementioned persons and/or contact data, each concerned party commits itself to communicate in written to the other party the occurred modification within the best delay.

In the above mentioned circumstances or in case of impediment of one of the above persons, each concerned party commits itself to ensure the continuity of the respective functions and namely, to communicate to the other party, the name and contacts of the person who will ensure the necessary replacement.

ARTICLE I.8 – LAW APPLICABLE AND COMPETENT COURT

The grant is governed by the terms of the agreement, the Union law applicable and, on a subsidiary basis, by the law of Portugal relating to grants.

Any dispute between the parties arising from the interpretation or application of the provisions of the agreement, which cannot be settled amicably, shall be brought before the Court of First Instance of the European Union and, in the event of appeal, the Court of Justice of the European Union.

ARTICLE I.9 – OWNERSHIP / USE OF RESULTS

I.9.1 Ownership of the results of the action, including intellectual property rights, and of the reports and other documents related to it shall be vested, on an equal basis, in both the EMCDDA and the beneficiary.

I.9.2 Both the EMCDDA and the beneficiary grant each other the right to make free use of the results of the action as they deem fit, provided they do not thereby breach their respective confidentiality obligations or existing intellectual property rights.

ARTICLE I.10 – DATA PROTECTION

I.9.1. Any personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation, management and monitoring of the agreement by the EMCDDA, without prejudice to possible transmission to the bodies charged with monitoring or inspection tasks in application of Union Law.

I.9.2. The Beneficiaries shall have the right of access to his/her personal data and the right to rectify any such data. Should the beneficiary have any queries, concerning the processing of his/her personal data, he/she shall address them to the EMCDDA.

I.9.3. The beneficiary shall have the right of recourse at any time to the European Data Protection Supervisor.

I.9.4. Where the agreement requires the processing of personal data by the beneficiary, the beneficiary may act only under the supervision of the data controller, in particular with regard to the purposes of the 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/her rights.

I.9.5. The beneficiary shall limit access to the data to the staff strictly necessary for the implementation, management and monitoring of the agreement.

I.9.6. The beneficiary undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

a) Prevent any unauthorised person from having access to computer systems processing personal data, and especially:

i) unauthorised reading, copying, alteration or removal of storage media;

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ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;

iii) unauthorised persons from using data-processing systems by means of data transmission facilities;

b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;

c) record which personal data have been communicated, when and to whom;

d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;

e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;

f) design its organisational structure in such a way that it meets data protection requirements.

II –GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – LIABILITY

II.1.1 The beneficiary shall have sole responsibility for complying with any legal obligations incumbent on him.

II.1.2 The EMCDDA shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused during the action's execution. Consequently, the EMCDDA will not entertain any request for indemnity or reimbursement accompanying any such claim.

II.1.3 Except in cases of *force majeure*, the beneficiary shall make good any damage sustained by the EMCDDA as a result of the execution or faulty execution of the action.

II.1.4 The beneficiary shall bear sole liability *vis-à-vis* third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.2 – CONFLICT OF INTERESTS

II.2.1 The beneficiary undertakes to take all the necessary measures to prevent any risk of conflicts of interests which could affect the impartial and objective performance of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

II.2.2. Any situation constituting or likely to lead to a conflict of interests during the performance of the agreement must be brought to the attention of the EMCDDA, in writing, without delay. The beneficiary shall undertake to take whatever steps are necessary to rectify this situation at once.

II.2.3. The EMCDDA reserves the right to check that the measures taken are appropriate and may demand that the beneficiary take additional measures, if necessary, within a certain time.

ARTICLE II.3 - OWNERSHIP/USE OF THE RESULTS

II.3.1 Unless stipulated otherwise in the agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the beneficiary.

II.3.2 Notwithstanding paragraph 1, the beneficiary grants the EMCDDA the right to make free use of the results of the action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

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ARTICLE II.4 – CONFIDENTIALITY

The EMCDDA and the beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

ARTICLE II.5 – PUBLICITY

II.5.1 Unless the EMCDDA requests otherwise, any communication or publication by the beneficiary about the action, including at a conference or seminar, shall indicate that the action has received funding from the Union.

Any communication or publication by the beneficiary, in any form and medium, shall indicate that sole responsibility lies with the author and that the EMCDDA is not responsible for any use that may be made of the information contained therein.

II.5.2 The beneficiary authorises the EMCDDA to publish the following information in any form and medium, including via the Internet:

- the beneficiary's name and the address,
- the subject and purpose of the grant,
- the amount granted and the proportion of the action's total cost covered by the funding.

Upon a reasoned and duly substantiated request by the beneficiary, the EMCDDA may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security or prejudicing his commercial interests.

ARTICLE II.6 – EVALUATION

Whenever the EMCDDA carries out an interim or final evaluation of the action's impact measured against the objectives of the EMCDDA work programme concerned, the beneficiary undertakes to make available to the EMCDDA and/or persons authorised by it all documents or information liable, by their nature, to permit the evaluation to be successfully completed and to give them the rights of access specified in Article II.19.

ARTICLE II.7 – SUSPENSION

II.7.1 The beneficiary may suspend implementation of the action if exceptional circumstances make this impossible or excessively difficult, notably in the event of *force majeure*. He shall inform the EMCDDA without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

II.7.2 If the EMCDDA does not terminate the agreement under Article II.11.2, the beneficiary shall resume implementation once circumstances allow and shall inform the EMCDDA accordingly.

The duration of the action shall be extended by a period equivalent to the length of the suspension. In accordance with Article II.13, a supplementary written agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.8 – FORCE MAJEURE

II.8.1 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from performing any of their obligations under this agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to *force majeure*), labour disputes, strikes or financial difficulties cannot be invoked as *force majeure* by the defaulting party.

II.8.2 If either party is faced with *force majeure*, it shall notify the other party without delay by registered letter with acknowledgement of receipt or equivalent, stating the nature, probable duration and foreseeable effects.

II.8.3 Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by *force majeure*. The parties shall make every effort to minimize damage to a minimum.

II.8.4. The action may be suspended in accordance with Article II.7.

ARTICLE II.9 – AWARD OF CONTRACTS

II.9.1 If the beneficiary has to conclude contracts in order to carry out the action and the corresponding costs are included in one of the headings of eligible costs according to the estimated budget, he shall award the contract to the bid offering best value for money; in doing so he shall take care to avoid any conflict of interests.

II.9.2 Contracts as referred to in paragraph 1 may be awarded only in the following cases:

(a) they may only cover the execution of a limited part of the action;

(b) recourse to the award of contracts must be justified having regard to the nature of the action and what is necessary for its implementation;

(c) the tasks concerned must be set out in Annex I and the corresponding estimated costs must be set out in detail in the budget estimation in Annex II.

(d) any recourse to the award of contracts while the action is under way, if not provided for in the initial grant application, shall be subject to prior written authorisation by the EMCDDA.

(e) the beneficiary shall retain sole responsibility for carrying out the action and for compliance with the provisions of the agreement. The beneficiary must undertake to make the

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necessary arrangements to ensure that the contractor waives all rights in respect of the EMCDDA under the agreement.

(f) the beneficiary must undertake to ensure that the conditions applicable to him under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.19 of the agreement are also applicable to the contractor.

ARTICLE II.10 – ASSIGNMENT

II.10.1 Claims against the EMCDDA may not be transferred.

II.10.2. In exceptional circumstances, where the situation warrants it, the EMCDDA may authorise the assignment to a third party of the agreement and payments flowing from it, following a written request to that effect, giving reasons, from the beneficiary. If the EMCDDA agrees, it must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on the EMCDDA.

II.10.3. In no circumstances shall such an assignment release the beneficiary from his obligations to the EMCDDA.

ARTICLE II.11 – TERMINATION

II.11.1 **Termination by the beneficiary**

In duly justified cases, the beneficiary may withdraw his request for a grant and terminate the agreement at any time by giving 60 days' written notice stating the reasons, without being required to furnish any indemnity on this account. If no reasons are given or if the reasons given are rejected by the EMCDDA, the beneficiary shall be deemed to have terminated this agreement improperly, with the consequences set out in the third subparagraph of paragraph 4 of this article.

II.11.2 **Termination by the EMCDDA**

The EMCDDA may terminate the agreement, without any indemnity on its part, in the following circumstances:

(a) in the event of a change to the beneficiary's legal, financial, technical, organisational or ownership situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;

(b) if the beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;

(c) in the event of *force majeure*, notified in accordance with Article II.8, or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.17;

(d) if the beneficiary is declared bankrupt, being wound up is having his affairs administered by the courts, has entered into arrangements with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation

or regulations;

(e) where the EMCDDA has evidence or seriously suspects the beneficiary or any related entity or person, of professional misconduct;

(f) if the beneficiary has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;

(g) where the EMCDDA has evidence or seriously suspects the beneficiary or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Unit's financial interests;

(h) where the EMCDDA has evidence or seriously suspects the beneficiary or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the grant;

(i) if the beneficiary has made false declarations or submits reports inconsistent with reality to obtain the grant provided for in the agreement.

In the cases referred to in points (e), (g) and (h) above, any related person shall mean any physical person with powers of representation, decision-making or control in relation to the beneficiary. Any related entity shall mean in particular any entity which meets the criteria laid down by Article 1 of the Seventh Council Directive n° 83/349/EEC of 13 June 1983.

II.11.3 **Termination procedure**

The termination procedure is initiated by registered letter with advice of delivery or equivalent.

In the cases referred to in points (a), (b) (d), (e), (g) and (h) above, the beneficiary shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If the EMCDDA fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the termination procedure shall continue to run.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when notification of the EMCDDA's decision to terminate the agreement is received.

If notice is not given in the cases referred to in points (c), (f) and (i) above termination shall take effect from the day following the date on which notification of the EMCDDA's decision to terminate the agreement is received

II.11.4 **Effects of termination**

In the event of termination, payments by the EMCDDA shall be limited to the eligible costs actually incurred by the beneficiary up to the date when termination takes effect, in accordance with Article II.17. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

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The beneficiary shall have 60 days from the date when termination takes effect, as notified by the EMCDDA, to produce a request for final payment in accordance with Article II.15.4. If no request for final payment is received within this time limit, the EMCDDA shall not reimburse the expenditure incurred by the beneficiary up to the date of termination, and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the EMCDDA.

By way of exception, at the end of the period of notice referred to in paragraph 3, where the EMCDDA is terminating the agreement on the grounds that the beneficiary has failed to produce the final technical implementation report and financial statement within the deadline stipulated in Article I.5 and the beneficiary has still not complied with this obligation within two months following the written reminder sent by the EMCDDA by registered letter with advice of delivery or equivalent, the EMCDDA shall not reimburse the expenditure incurred by the beneficiary up to the date on which the action ended and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the EMCDDA.

By way of exception, in the event of improper termination by the beneficiary or termination by the EMCDDA on the grounds set out in points (e), (f) or (g) of paragraph 2, the EMCDDA may require the partial or total repayment of sums already paid under the agreement on the basis of technical implementation reports and financial statements approved by the EMCDDA, in proportion to the gravity of the failings in question and after allowing the beneficiary to submit his observations.

ARTICLE II.12 – REGULATORY FINANCIAL PENALTIES

By virtue of the Financial Regulation applicable to the general budget of the European Communities, any beneficiary declared to be in grave breach of his obligations shall be liable to financial penalties of between 2% and 10% of the value of the grant in question, with due regard for the principle of proportionality. This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the first. The beneficiary shall be notified in writing of any decision by the EMCDDA to apply such financial penalties.

ARTICLE II.13 - AMENDMENTS

II.13.1 Any amendment to the agreement must be the subject of a written supplementary agreement concluded between the parties. No oral agreement may bind the parties to this effect.

II.13.2 The supplementary agreement may not have the purpose or effect of making changes to the agreement which might call into question the decision awarding the grant or result in unequal treatment of applicants.

II.13.3 If the request for amendment is made by the beneficiary, he must send it to the EMCDDA in good time before it is due to take effect and at all events two months before the closing date of the action, except in cases duly substantiated by the beneficiary and accepted by the EMCDDA.

PART B - FINANCIAL PROVISIONS

ARTICLE II.14 – ELIGIBLE COSTS

II.14.1 Eligible costs of the action are costs actually incurred by the beneficiary, which meet the following criteria:

- they are incurred during the duration of the action as specified in Article I.2.2 of the agreement, with the exception of costs relating to final reports and certificates on the action's financial statements and underlying accounts;
- they are connected with the subject of the agreement and they are indicated in the estimated overall budget of the action;
- they are necessary for the implementation of the action which is the subject of the grant;
- they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the usual cost-accounting practices of the beneficiary;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

The beneficiary's internal accounting and auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the action with the corresponding accounting statements and supporting documents.

II.14.2 The eligible direct costs for the action are those costs which, with due regard for the conditions of eligibility set out in Article II.14.1, are identifiable as specific costs directly linked to performance of the action and which can therefore be booked to it direct. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in the previous paragraph:

- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the beneficiary's usual policy on remuneration.

  The corresponding salary costs of personnel of national administrations are eligible to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the project concerned were not undertaken;

- travel and subsistence allowances for staff taking part in the action, provided that they are in line with the beneficiary's usual practices on travel costs or do not exceed the scales approved annually by the EMCDDA;

- the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the beneficiary and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by the EMCDDA, except where the nature and/or the

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context of its use justifies different treatment by the EMCDDA;

- costs of consumables and supplies, provided that they are identifiable and assigned to the action;

- costs entailed by other contracts awarded by the beneficiary for the purposes of carrying out the action, provided that the conditions laid down in Article II.9 are met;

- costs arising directly from requirements imposed by the agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees);

II.14.3 The eligible indirect costs for the action are those costs which, with due regard for the conditions of eligibility described in Article II.14.1, are not identifiable as specific costs directly linked to performance of the action which can be booked to it direct, but which can be identified and justified by the beneficiary using his accounting system as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

By way of derogation from Article II.14.1, the indirect costs incurred in carrying out the action may be eligible for flat-rate funding fixed at not more than 7% of the total eligible direct costs. If provision is made in Article I.3.2 for flat-rate funding in respect of indirect costs, they need not be supported by accounting documents.

II.14.4 In addition to any other costs which do not fulfill the conditions set out in Article II.14.1, the following costs shall not be considered eligible:

(a) return on capital;
(b) debt and debt service charges;
(c) provisions for losses or potential future liabilities;
(d) interest owed;
(e) doubtful debts;
(f) exchange losses;
(g) costs of bank transfers from the EMCDDA payments;
(h) VAT unless the beneficiary can show that he is unable to recover it according to the applicable national legislation;
(i) costs declared by the beneficiary in the framework of another action receiving a grant financed from the Union budget;
(j) contributions in kind from third parties;
(k) excessive or reckless expenditure;

II.14.5 Contributions in kind shall not constitute eligible costs. However, the EMCDDA can accept, if considered necessary and appropriate, that the co-financing of the action referred to in Article I.3.3 should be made up entirely or in part of contributions in kind. In this case, the value calculated for such contributions must not exceed:

- the costs actually borne and duly supported by accounting documents of the third parties who made these contributions to the beneficiary free of charge but bear the corresponding costs;

- the costs generally accepted on the market in question for the type of contribution concerned when no costs are borne.

Contributions involving buildings shall not be covered by this possibility.

In the case of co-financing in kind, a financial value shall be placed on the contributions and the same amount will be included in the costs of the action as ineligible costs and in receipts from the action as co-financing in kind. The beneficiary shall undertake to obtain these contributions as provided for in the agreement.

II.14.6 By way of derogation from paragraph 3, indirect costs shall not be eligible under a grant awarded to a beneficiary who already receives an operating grant financed from the Union budget (including grants awarded by other bodies than the EMCDDA for the purpose of implementing the Union Budget) during the period in question.

ARTICLE II.15 – REQUESTS FOR PAYMENT

Payments shall be made in accordance with Article I.4 of the Special Conditions.

II.15.1 **Pre-financing**

Pre-financing is intended to provide the beneficiary with a float

Where required by the provisions of Article I.4 on pre-financing, the beneficiary shall furnish a financial guarantee from a bank or an approved financial institution established in one of the Member States of the Union. The guarantor shall stand as first call guarantor and shall not require the EMCDDA to have recourse against the principal debtor (the beneficiary).

The financial guarantee shall remain in force until final payments by the EMCDDA match the proportion of the total grant accounted for by pre-financing. The EMCDDA undertakes to release the guarantee within 30 days following that date.

II.15.2 **Further pre-financing payments**

Where pre-financing is divided into several instalments, the beneficiary may request a further pre-financing payment once he has used up the percentage of the previous payment specified in the provisions of Article I.4 on further pre-financing. The request shall be accompanied by the following documents:

- a detailed statement of the eligible costs actually incurred;
- where required by the above-mentioned provisions of Article I.4, a financial guarantee in accordance with paragraph 1 of this article;
- where required by the above-mentioned provisions of Article I.4, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or in case of public bodies, by a competent and independent public officer;
- any other documents in support of his request that may be required in support of the request for further pre-financing payments.

The documents accompanying the request for payment shall be drawn up in accordance with the

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relevant provisions in Article I.5 and the annexes.

II.15.3 **Interim payment**

Interim payments are intended to reimburse the beneficiary for expenditure on the basis of a detailed statement of the costs incurred, once the action has reached a certain level of completion. It may clear all or part of any pre-financing.

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the action;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- where required by the provisions of Article I.4 on payment of the balance, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor in line with national and/or international audit standards - or in case of public bodies, by a competent and independent public officer. The certificate shall certify that the costs declared by the beneficiary in the financial statements, on which the request of payment is based, are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the agreement. The certificate shall also include a reference to the auditor's compliance to national or international audit standards (to be specified).

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes. The beneficiary shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, the EMCDDA shall have the period specified in Article I.4 in order to:

- approve the interim report on implementation of the action;

- ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the report;

- reject the report and ask for the submission of a new report.

Failing a written reply from the EMCDDA within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of their regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The beneficiary shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the EMCDDA reserves the right to terminate the agreement by invoking Article II.11.2(b).

II.15.4 **Payment of the balance**

Payment of the balance, which may not be repeated, is made after the end of the action on the basis of the costs actually incurred by the beneficiary in carrying out the action. It may take the form of a recovery order where the total amount of earlier payments is greater than the amount of the final grant determined in accordance with Article II.17.

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the implementation of the action;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- a full summary statement of the receipts and expenditure of the action;
- where required by the provisions of Article I.4 on payment of the balance, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor in line with national and/or international audit standards - or in case of public bodies, by a competent and independent public officer. The certificate shall certify that the costs declared by the beneficiary in the financial statements, on which the request of payment is based, are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the agreement. The certificate shall also include a reference to the auditor's compliance to national or international audit standards (to be specified).

The documents accompanying the request for payment shall be drawn up in accordance with the provisions of Article I.5 and the annexes. The beneficiary shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, the EMCDDA shall have the period specified in Article I.4 in order to:

- approve the final report on implementation of the action;

- ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the report;

- reject the report and ask for the submission of a new report.

Failing a written reply from the EMCDDA within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of their regularity or of the authenticity, completeness and

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correctness of the declarations and information they contain.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The beneficiary shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the EMCDDA reserves the right to terminate the agreement by invoking Article II.11.2(b).

ARTICLE II.16 –GENERAL PROVISIONS ON PAYMENTS

II.16.1 Payments shall be made by the EMCDDA in euro. Any conversion of actual costs into euro shall be made at the daily rate published in the Official Journal of the European Union or, failing that, at the monthly accounting rate established by the European Commission and published on its website applicable on the day when the payment order is issued by the EMCDDA, unless the Special Conditions of this agreement lay down specific provisions.

Payments by the EMCDDA shall be deemed to be effected on the date when they are debited to the EMCDDA's account.

II.16.2 The EMCDDA may suspend the period for payment laid down in Article I.4 at any time for the purposes of additional checks by notifying the beneficiary that his request for payment cannot be met, either because it does not comply with the provisions of the agreement, or because the appropriate supporting documents have not been produced or because there is a suspicion that some of the expenses in the financial statement are not eligible.

The EMCDDA may also suspend its payments at any time if the beneficiary is found or presumed to have infringed the provisions of the agreement, in particular in the wake of the audits and checks provided for in Article II.19.

The EMCDDA may also suspend its payments:

- if there is a suspicion of irregularity committed by the beneficiary in the implementation of the grant agreement;
- if there is a suspected or established irregularity committed by the beneficiary in the implementation of another grant agreement or grant decision funded by the General Budget of the European Union or by any other budget managed by them. In such cases, suspension of the payments will only proceed where the suspected or established irregularity can affect the implementation of the current grant agreement.

The EMCDDA shall inform the beneficiary as soon as possible of any such suspension by

registered letter with advice of delivery or equivalent, setting out the reasons for suspension.

Suspension shall take effect on the date when notice is sent by the EMCDDA. The remaining payment period shall start to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by the EMCDDA.

II.16.3 On expiry of the period for payment specified in Article I.4, and without prejudice to paragraph 2 of this Article, the beneficiary is entitled to interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union.

The first subparagraph shall not apply where the beneficiary is a Member State of the Union, including regional and local government authorities and other public bodies acting in the name and on behalf of the Member State for the purpose of this Agreement.

The suspension of the time limit for payment in accordance with Articles II.24.5 or of payment by the Commission in accordance with Article II.24.6 may not be considered as late payment.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest shall not be treated as a receipt for the action for the purposes of determining the final grant within the meaning of Article II.17.4. The suspension of payment by the EMCDDA may not be considered as late payment.

By way of exception, when the interest calculated in accordance with the provisions of the first and second subparagraphs is lower than or equal to EUR 200, it shall be paid to the beneficiary only upon demand submitted within two months of receiving late payment.

II.16.4 The EMCDDA shall deduct the interest yielded by pre-financing which exceeds EUR 50 000 as provided for in Article I.4 from the payment of the balance of the amount due to the beneficiary. The interest shall not be treated as a receipt for the action within the meaning of Article II.17.4.

Where the pre-financing payments exceed EUR 750 000 per agreement at the end of each financial year, the interest shall be recovered for each reporting period. Taking account of the risks associated with the management environment and the nature of actions financed, the EMCDDA may recover the interest generated by pre-financing lower than EUR 750 000 at least once a year.

Where the interest yielded exceeds the balance of the amount due to the beneficiary as indicated in Article II.15.4, or is generated by pre-financing referred to in the previous subparagraph, the EMCDDA shall recover it in accordance with Article II.18.

Interest yielded by pre-financing paid to Member States is not due to the EMCDDA.

II.16.5 The beneficiary shall have two months from the date of notification by the EMCDDA of the final amount of the grant determining the amount of the payment of the balance or the

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recovery order pursuant to Article II.17, or failing that of the date on which the payment of the balance was received, to request information in writing on the determination of the final grant, giving reasons for any disagreement. After this time such requests will no longer be considered. The EMCDDA undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply. This procedure is without prejudice to the beneficiary's right to appeal against the EMCDDA's decision pursuant to Article I.8. Under the terms of Union law in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

ARTICLE II.17 - DETERMINING THE FINAL GRANT

II.17.1 Without prejudice to information obtained subsequently pursuant to Article II.19, the EMCDDA shall adopt the amount of the final payment to be granted to the beneficiary on the basis of the documents referred to in Article II.15.4 which it has approved.

II.17.2 The total amount paid to the beneficiary by the EMCDDA may not in any circumstances exceed the maximum amount of the grant laid down in Article I.3.3, even if the total actual costs eligible exceed the estimated total eligible costs specified in Article I.3.2.

II.17.3 If the eligible costs when the action ends are lower than the estimated total eligible costs, the EMCDDA's contribution shall be limited to the amount obtained by applying the Union grant percentage specified in Article I.3.3 to the actual eligible costs approved by the EMCDDA.

II.17.4 The beneficiary hereby agrees that the grant shall be limited to the amount necessary to balance the action's receipts and expenditure and that it may not in any circumstances produce a profit for him.

Profit shall mean any surplus of total actual receipts attributable to the action over the total actual costs of the action. The actual receipts to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the beneficiary for financing other than the Union grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this article. For the purposes of this article, only actual costs falling within the categories set out in the estimated budget referred to in Article I.3.1 and contained in Annex II shall be taken into account; non-eligible costs shall always be covered by non-Union resources.

Any surplus determined in this way shall result in a corresponding reduction in the amount of the grant.

II.17.5 Without prejudice to the right to terminate the agreement under Article II.11, and without prejudice to the right of the EMCDDA to apply the penalties referred to in Article II.12, if the action is not implemented or is implemented poorly, partially or late, the EMCDDA may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in this agreement.

II.17.6 On the basis of the amount of the final payment determined in this way and of the aggregate amount of the payments already made under the terms of the agreement, the EMCDDA shall set the amount of the payment of the balance as being the amount still owing to the

beneficiary. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the EMCDDA shall issue a recovery order for the surplus.

ARTICLE II.18 - RECOVERY

II.18.1 If any amount is unduly paid to the beneficiary or if recovery is justified under the terms of the agreement, the beneficiary undertakes to repay the EMCDDA the sum in question on whatever terms and by whatever date it may specify.

II.18.2 If the beneficiary fails to pay by the date set by the EMCDDA, the sum due shall bear interest at the rate indicated in Article II.16.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the EMCDDA receives full payment of the amount owed, inclusive.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal.

II.18.3 If payment has not been made by the due date, sums owed to the EMCDDA may be recovered by offsetting them against any sums owed to the beneficiary, after informing him accordingly by registered letter with advice of delivery or equivalent, or by calling in the financial guarantee provided in accordance with Article II.15.1. In exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the EMCDDA may recover by offsetting before the due date of the payment. The beneficiary's prior consent shall not be required.

II.18.4 Bank charges occasioned by the recovery of the sums owed to the EMCDDA shall be borne solely by the beneficiary.

II.18.5 The beneficiary understands that under Article 299 of Treaty on the functioning of the European Union, the EMCDDA may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the Court of First Instance of the European Union.

ARTICLE II.19 – CHECKS AND AUDITS

II.19.1 The beneficiary undertakes to provide any detailed information requested by the EMCDDA or by any other qualified outside body authorized by the EMCDDA for the purposes of checking that the action and the provisions of this agreement are being properly implemented.

II.19.2 The beneficiary shall keep at the EMCDDA's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement for a period of 5 years from the date of payment of the balance specified in Article I.4.

II.19.3 The beneficiary agrees that the EMCDDA may have an audit of the use made of the grant carried out either directly by its own staff or by any other outside body authorized to do so on its behalf. Such audits may be carried out throughout the period of implementation of the agreement until the balance is paid and for a period of 5 years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by the EMCDDA.

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II.19.4 The beneficiary undertakes to allow EMCDDA staff and outside personnel authorised by the EMCDDA the appropriate right of access to sites and premises where the action is carried out and to all the information, including information in electronic format, needed in order to conduct such audits.

II.19.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the EMCDDA.

II.19.6 The European Court of Auditors shall have the same rights as the EMCDDA, notably right of access, as regards checks and audits.

SIGNATURES

For the beneficiary

Elisabetta Simeoni
Head of the Focal Point

For the EMCDDA

Gonçalo Felgueiras e Sousa
Head of Unit

Done at Rome on 22./10./2019

Done at Lisbon on 08./11./2019

in duplicate in English

European Monitoring Centre
for Drugs and Drug Addiction

Description of the action

I. Introduction

The National Focal Points (NFPs) are the main information interfaces between the MSs and the EMCDDA. It is their task, under Member State (MS) responsibility, to provide the EMCDDA with all information requested within the framework of the Centre's work programmes (WPs) or to satisfy ad hoc requests from policy-makers and other key partners of the EMCDDA. EMCDDA quality standards and deadlines have to be respected. NFPs are, together with the EMCDDA, responsible for a broad dissemination at national level of the EMCDDA and REITOX work results.

At national level, each NFP should be the leading body that works closely together with all relevant partners that collect, produce and/or analyse data in the drugs field. NFPs should work closely together with scientists, policy-makers and specialists working in the field. They should closely follow and analyse the scientific, legal and policy developments in their countries.

NFPs play an active role in the development process of the EMCDDA's three-year WPs through the provision of comments and proposals on the objectives and the areas to be covered. NFPs are key partners in the conceptualisation of new key indicators and core data sets as well as in the improvement of the existing working areas. The quality level of the outputs of the NFPs and the EMCDDA is to a large extent determined by their active participation in the EU REITOX methodological working groups.

The NFPs, under Member States' responsibility, are responsible for:

- collecting, harmonising and analysing national information according to EMCDDA standards and providing it to the EMCDDA;
- monitoring and analysing national scientific, legal and policy developments;
- coordinating and animating the national drug information network(s);
- participating actively in the EMCDDA tasking processes;
- ensuring the production and dissemination of NFPs' outputs nationally.

The NFPs, under EMCDDA guidance, are responsible for:

- cooperating in the improvement of existing EMCDDA working areas;
- cooperating in the conceptualisation of key indicators and core data sets;
- language checking and proof-reading of EMCDDA products and publications;
- broad dissemination at national level of the EMCDDA and REITOX outputs.

II. Expected outputs for 2019 (for deadlines please refer to Annex III)

The standard delivery expected from each NFP is determined by the 'Operating framework of the Reitox System', adopted by the Centre's Management Board on 17 January 2003, as well as by the Centre's Single Programming Document (SPD) as well as by specific technical guidelines and time schedules. The NFPs participate in the development of all these fundamental documents.

During the execution period of the present grant agreement for an action, each NFP (i.e. the beneficiary of the grant) is requested to produce the following output:

1. Collection and analysis of information at national level according to:

- The 2019 National Reporting Package (NRP) guidelines, for the 10 Workbooks, Statistical standard tables (please refer to the Guidelines for 2019 for all details);
- Requests within the implementation of the epidemiological key indicators;
- Article 5(a) of the Council Decision (EU) 2017/2021, which foresees that each Member States shall ensure that its national focal point provides the EMCDDA with the available information on new psychoactive substances in a timely manner and without undue delay. The information shall be related to the detection and identification, use and patterns of use, manufacture, extraction, distribution and distribution methods, trafficking, and commercial, medical and scientific use of, and potential and identified risks posed by, those substances.
- Ongoing national developments, e.g. operational, legal, institutional and political changes and events [1];
- Review requests of national data contained in the EMCDDA draft European Drug Report package (EDR, Country Drug Report, Statistical Bulletin)
- Developments in national press following EMCDDA and/or NFP events, e.g. launch of the EDR [1];
- Formal ad hoc requests, through Reitox Coordination , namely:
    - Rapid Information requests / requests for the evaluation of the EU Action Plan on Drugs
    - Input to the Best Practice Portal
    - Input to the Reitox Extranet.

2. Dissemination at national level of:

- Proofreading and distribution:
    - Language checking and proof-reading of the EMCDDA draft EDR package [2] ;
    - Distribution of EMCDDA reports and other products;
    - Dissemination of information related to the Council decision (EU) 2017/2021 of 15 November 2017 on information exchange, risk assessment and control of new psychoactive substances: information from the EMCDDA to national partners;
- Communication:
    - Media relations at national level;
    - With national experts and networks e.g. on data quality, data availability etc;
    - Responding to queries at national level or, where indicated, channelling such requests to the EMCDDA. Being the EMCDDA's 'ambassador' at national level [2].

3. Progress reports on the implementation of:

- Council decision (EU) 2017/2021 of 15 November 2017 on information exchange, risk assessment and control of new psychoactive substances;

4. Financial implementation reports:

- Interim financial implementation report, including a detailed summary of tasks and activities in line with the reporting template provided by the EMCDDA, covering the period from the start date of the action until 15 October 2019.
- Final financial implementation report, including a detailed summary of tasks and activities in line with the reporting template provided by the EMCDDA, covering the period from the start date of the action until 31 December 2019.

[1] When information requested is not readily available, the beneficiary is expected (within the limits of its resources' availability) to make reasonable efforts to obtain this information.

[2] The beneficiary is expected to make reasonable efforts in these particular areas, within the limits of its resources' availability.

The beneficiary finally also commits him(her)self to participate in meetings and actions organised periodically by the EMCDDA, such as: Heads of Focal Points (HFP) meetings, EU technical meetings; ad hoc working groups, studies; surveys and pilot projects, which have been divided in the following categories and subsequent applicable reimbursement rules:

Category of meeting	Applicable reimbursement rule from 2013 onwards
Mandatory HFP meetings	Pre-paid travel ticket issued by the EMCDDA + subsistence expenses (daily allowances) can be claimed through the grant agreement for 1 Head of Focal Point.
Mandatory technical meetings - EU KI meetings - EWS meeting [3] - Legal Corr. Meeting [3]	Both travel and subsistence expenses (daily allowances) can be claimed through the grant agreement for 1 national expert.
Reitox Training Academies (targeting all EU member states)	Both travel and subsistence expenses (daily allowances) can be claimed through the grant agreement for 1 national expert.
Non mandatory technical meetings - *Ad hoc* working groups - *Ad hoc* technical group meetings	Both travel and subsistence expenses (daily allowances) can be claimed through the grant agreement for 1 national expert.

At the current times of financial austerity and bearing in mind that the part of the grant funds allocated to meetings should be used to maximise the participation in the highest number of meetings - for the internal benefit of both the NFPs and the EMCDDA - the NFPs are kindly invited to attend all the aforementioned meetings with one representative per member state.

NFPs wishing to attend meetings which are not listed in Annex IX (points A to E) or wish to attend one of these meetings with an additional participant, should request prior agreement from the EMCDDA in writing.

[3] Although the EWS and Legal Correspondents meetings are mandatory technical meetings, the EMCDDA has a specific internal budget line for these meetings and provides for the costs to attend these two meetings directly. As such, these two meetings should not be earmarked through the grant agreement.

ANNEX II - Estimated Budget of the Action
Agreement N° GA.19.RTX.014.1.0

Header 1 - Information collection, confection & analysis at national level + transmission to EMCDDA

Description of the action / activity	Total Budget [1]	Foreseen subcontracting	
		Name of contractor	Estimated budget [2]
National reporting / Statistical standard tables	62,700.00 €		30,500.00 €
Implementation of epidemiological and other key indicators	10,000.00 €		0.00 €
Implementation of the Council decision on information exchange, risk assessment and control of new psychoactive substances (EWS)	0.00 €		0.00 €
Data input into EMCDDA and REITOX information systems	62,700.00 €		30,500.00 €
Updates re. national developments / media relations / replies to ad hoc requests	0.00 €		0.00 €
Total Header 1	**135,400.00 €**		**61,000.00 €**

[1] Total budget comprises all eligible costs to execute the operation at national level (eligible costs and VAT specifications,cf. Article II.14 of the draft grant agreement)

[2] Conditions and criteria for awarding contracts, please refer to Article II.9 of the draft grant agreement.

ANNEX II - Estimated Budget of the Action
Agreement N° GA.19.RTX.014.1.0

Header 2 - Dissemination at national level / to national partners

Description of the action / activity	Total budget	Foreseen award of contracts	
		Name of contractor	Estimated budget
EMCDDA reports and other products	0.00 €		0.00 €
Implementation of the Council decision on information exchange, risk assessment and control of new psychoactive substances (EWS)	0.00 €		0.00 €
Media relations	0.00 €		0.00 €
Language checking and proofreading of EMCDDA reports and products	4,000.00 €		4,000.00 €
Total Header 2	**4,000.00 €**		**4,000.00 €**

ANNEX II - Estimated Budget of the Action
Agreement N° GA.19.RTX.014.1.0

Header 3 - Participation in meetings

Description of the action / activity	Total budget	Foreseen subcontracting	
		Name of contractor	Estimated budget
REITOX Heads of FP meetings (2x/year) [3]	2,000.00 €		0.00 €
EU expert meetings related to the implementation of the five epidemiological and other key-indicators [4]	3,500.00 €		0.00 €
EU REITOX methodological meetings [5] regarding the implementation at national level of the Council decision on information exchange, risk assessment and control of new psychoactive substances, best practice, legal correspondents, policy analysis, etc.	700.00 €		0.00 €
Ad hoc working groups and task forces at the initiative of the EMCDDA [6]	700.00 €		0.00 €
Horizontal cooperation meetings among NFPs (to be detailed)	0.00 €		0.00 €
Total Header 3	**6,900.00 €**		**0.00 €**

[3] REITOX Heads of FP meetings: travel expenses are at charge of the EMCDDA outside the scope of the grant agreement; daily allowances are at charge of the beneficiary and can be included as eligible costs within the scope of the grant agreement.

[4]Key-indicators' expert meetings: both travel expenses and daily allowances are at the charge of the beneficiary and can be included as eligible costs within the scope of the grant agreement.

[5] EU REITOX methodological meetings: travel expenses and daily allowances are at charge of the EMCDDA outside the scope of the grant agreement.

[6] Ad hoc working groups and task forces: both travel expenses and daily allowances of members are at charge of the EMCDDA outside the scope of the grant agreement; travel costs and daily allowances of voluntary participants are at charge of the beneficiary and can be included as eligible costs within the scope of the grant agreement.

ANNEX II - Estimated Budget of the Action
Agreement N° GA.19.RTX.014.1.0

Action / activity	Total budget
Total Header 1	135,400.00 €
Total Header 2	4,000.00 €
Total Header 3	6,900.00 €
Header 4 - External financial audit [7]	2,500.00 €
Header 5 - Other costs (To be specified)	0.00 €
Total direct costs (to be supported by accounting documents)	148,800.00 €
Header 6 - Total indirect costs (max. 7% of total direct costs - not to be supported by accounting documents)	10,380.00 €
Total Costs of the Action	159,180.00 €
Grant requested from EMCDDA	79,590.00 €

[7] This external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. In case the contractor is a public body, the latter one may opt for a competent public officer to provide an audit certificate, provided that the relevant national authorities have established the legal capacity of that competent public officer to audit the concerned public body. The purpose of the audit is to certify that the financial documents submitted to the EMCDDA by the beneficiary comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared. The costs related to such external audit can be included as eligible costs within the scope of the grant agreement.

European Monitoring Centre
for Drugs and Drug Addiction

Annex III

TECHNICAL AND FINANCIAL IMPLEMENTATION REPORTS TO BE SUBMITTED

A. The tasks carried out by the beneficiary in performance of the grant shall be the subject of the following technical reports and data sets, to be provided to the REITOX Co-ordination and External Partners Unit at the EMCDDA:

By 31 January 2019:

- Progress report on the implementation, in 2018, of the Council decision (EU) 2017/2021 on information exchange, risk assessment and control of new psychoactive substances, in line with the activity reporting template provided by the EMCDDA

Between 14 January and 25 February 2019:

- Country drug report (bilateral exchanges)

Between 8 - 22 February 2019:

- Review of national data contained in the EMCDDA draft 2019 European Drug Report (EDR) and Data and Statistics (Statistical Bulletin)

Dates to be confirmed:

- Consultation of the updated 2019 Perspectives on Drugs (PODs) – maximum 5 (if needed)

Between 23 April and 3 May 2019:

- Language proofreading (terminology / linguistic check) of the national versions of the EMCDDA 2019 EDR.

April / May 2019 (dates to be communicated as soon as possible):

- News release EDR 2019

By 30 September 2019:

- Updated statistical standard tables concerning 2018 data (must be submitted through FONTE)
- Data requested within the implementation of the epidemical key indicators

By 31 October 2019:

- National Reporting Package: 10 workbooks regarding the year 2018 and, as much as available, regarding the year 2019 (must be provided according to the EMCDDA guidelines and has to be uploaded on the Reitox Extranet at www.reitox.emcdda.europa.eu)

European Monitoring Centre
for Drugs and Drug Addiction

B. The financial implementation reports and other documents must be submitted to the REITOX Co-ordination at the EMCDDA on the following dates:

By 31 October 2019:

- Interim activity report on the implementation of the action, in line with the reporting template provided by the EMCDDA
- Interim financial implementation report, covering the period from the start date of the action until 15 October 2019, in line with the interim financial reporting template

By 29 February 2020:

- Final report on the implementation of the action, in line with the activity reporting template.
- Final financial implementation report covering the entire period of the action, in line with the final financial reporting template provided by the EMCDDA.
- Full summary statement of the receipts and expenditure of the action
- External audit report, which has to be carried out by an independent body or expert officially authorised to carry out audits of accounts. In case the contractor is a public body, the latter one may opt for a competent public officer to provide an audit certificate, provided that the relevant national authorities have established the legal capacity of that competent public officer to audit the concerned public body.

All information, reports and documents must be provided in English, in both hard copy (to be sent by regular mail) and in electronic version to the REITOX Co-ordination at the EMCDDA.

The national reporting package must be provided according to the EMCDDA guidelines and has to be uploaded on the Reitox Extranet at www.reitox.emcdda.europa.eu. The updated statistical tables must be submitted through FONTE.

European Monitoring Centre
for Drugs and Drug Addiction

EMCDDA

Guidelines for 2019

National Reporting

(2018 data)

COMPLETE DOCUMENT CAN BE DOWNLOADED AT THE FOLLOWING LINK OF THE REITOX EXTRANET:

https://reitox.emcdda.europa.eu/html.cfm/index265614EN.html

January 2019

Annex V - Final Activity Reporting Template

GRANT AGREEMENT FOR AN ACTION

AGREEMENT N° GA.19.RTX.###.1.0

Final Activity Report

Objective :

The Final Activity Report, is listed in the Annex 1 of the Grant Agreement, as one of the contractual documents that the NFP should provide to the EMCDDA. It should reflect the implementation of the action from the start date until 31 December of the given year.

Content :

The description of the action is provided in the Annex I. The main tasks being specified hereafter.

At national level, each NFP should be the leading body that works closely together with all relevant partners that collect, produce and/or analyse data in the drugs field. NFPs should work closely together with scientists, policy-makers and specialists working in the field. They should closely follow and analyse the scientific, legal and policy developments in their countries.

The NFPs, under Member States' responsibility, are responsible for:

- *collecting, harmonising and analysing national information according to EMCDDA standards and providing it to the EMCDDA;**
- *monitoring and analysing national scientific, legal and policy developments;*
- *coordinating and animating the national drug information network(s);*
- *participating actively in the EMCDDA tasking processes;*
- *executing the national REITOX WPs;*
- *ensuring the production and dissemination of NFPs' outputs nationally.*

**Note: It is acknowledged that while NFPs should encourage and promote the collection of data to EMCDDA standards, they are not normally resourced to undertake primary data collection. It is the responsibility of the MS to ensure that resources are available for primary data collection in accordance with EMCDDA standards.*

The NFPs, under EMCDDA guidance, are responsible for:

- *cooperating in the improvement of existing EMCDDA working areas;*
- *cooperating in the conceptualisation of new key indicators and core data sets;*
- *language checking and proof-reading of EMCDDA products and publications;*
- *broad dissemination at national level of the EMCDDA and REITOX outputs.*

Instruction for the use of the Final Activity Report :

- The FAR, in word document, should be uploaded on the RTX extranet on a given section, to be communicated by the EMCDDA to the NFPs on due time.
- It is not mandatory to reply to all italic questions, these are suggestions to fill-in the template and aim to gather additional national contextual information, not provided to EMCDDA elsewhere.
- Information on the implementation of the Council decision on information exchange, risk assessment and control of new psychoactive substances at national level are reported in a separate template.
- Deadline : 29 February 2020

1. Overall reporting to the EMCDDA

The EMCDDA produces a summary list of all reported data (workbooks, ST SQ), with their submission date and includes it in the proposal for balance payment to be submitted for approval to the authorising officer.

1.1 Standard Tables / Structured Questionnaires

General comments on problems and achievements identified with the submission of ST/SQ-s

1.2 Workbooks

Please briefly describe the production process: _____

Who wrote the workbooks?

☐ Expert(s) ☐ NFP staff only ☐ NFP staff member(s) and external experts
☐ Other_____

Who reviewed the workbooks?

☐ Expert(s) ☐ NFP staff only ☐ NFP staff member(s) and external experts
☐ Other_____

Who approved the workbooks?

☐ Head of National Focal Point
☐ Review committee consisting of NFP and external experts
☐ Review committee consisting of NFP staff only
☐ Review by government/governmental body and/or parliament
☐ Other_____

Are the workbooks sent to the EMCDDA also published or made available nationally?

☐ Yes ☐ No

If yes, please describe how_____

If no, do you have a National Report or have national outputs been published nationally instead of the workbooks?

☐ Yes ☐ No

Please describe : _____

General comments on problems and achievements identified with the submission of the workbooks, including launch of the NR (or workbooks).

_____

2. Other Reitox activities

Please describe any other activity mandatory or not that may be part of the NFPs work during a given year.

Assessment of new instruments
☐ Yes ☐ No ☐ Not applicable
If the answer is YES, please describe: _____

Review of reporting guidelines etc.
☐ Yes ☐ No ☐ Not applicable
If the answer is YES, please describe: _____

Proofreading and consultation of EMCDDA publications
☐ Yes ☐ No ☐ Not applicable

Horizontal cooperation with other NFPs
☐ Yes ☐ No ☐ Not applicable
If the answer is YES, please describe: _____

Other: _____

3. Implementation of 5 Key Indicators

General introduction
Are Key Indicators used nationally? What are their roles in the setting up of drug policy, evaluation, public debate on drugs?

Please briefly comment on the 5 KI as a whole.

3.1 Drug use in the general population and young people

3.1.1 Surveys

Most recent year for each of the following (year survey was conducted)

National population adult surveys _____
National population school surveys_____

Next planned survey for each of the following (year survey will be conducted)

National population adult surveys _____
National population school surveys_____

3.1.2 National expert group/network

- *Is there a national expert group/network in place? If yes what is its composition in terms of expertise? What is the role of the members? How many times did they meet or teleconference during the last year? What were main discussion and actions point? If not in place, please specify the reason.*

- *Please report on other expert meeting(s) and/or working group meeting(s) and/or national conference(s) and/or training(s). If carried out, please specify type of meeting and provide briefly: main objectives and main outcomes/conclusions.*

3.1.3 Other Studies and Surveys

Studies *(or part thereof –i.e. preparation of questionnaire, analysis of results etc.)*
If carried out, please briefly state title, coverage, responsible institution, publication of results, references, ***if not reported in ST 01, 02 and 30***

- *Existence or not of surveys series, meaning repeated surveys at regular intervals (indicate what interval period) with consistent methodology (e.g. questionnaires, sampling method, data collection,...)? Please describe:*
- *If there are repeated surveys but there are differences in methodology, what differences are they?*
- *If there is already a series, is there is a risk that it could be interrupted?*

Other surveys: *national representative surveys (e.g. general health, mental health, youth) and representative regional or city surveys with >1000 respondents. Please describe:* _____

3.1.4 Other activities

Activities related to control data quality. Please describe briefly the system in place, specifying any structured and formalised system. Translations, efforts to obtain funding.

3.1.5 General assessment of methodological aspects and processes of the implementation of the indicator

- **Main achievements**

- **Problems identified with recent surveys** *(i.e. data not in line with EMCDDA standards, problems with data quality, etc)* [1]

- **Planned activities to improve quality of data (next year)**

3.1.6 Suggestions to the EMCDDA

3.2 High risk drug use

3.2.1 Most recent reporting year:_____

[1] Problems can be categorised in e.g. 1)No data available due to lack of funding, resources 2) Data available but not collected in a structured manner due to structural reasons 3) Data available but low quality due to problems encountered during the data collection process

3.2.2 National expert group/network

- *Is there an HRDU national expert group/network in place? If yes what is its composition in terms of expertise? What is the role of the members? How many times did they meet or teleconference during the last year? What were main discussion and actions point? If not in place, please specify the reason.*

- *Please report on other expert meeting(s) and/or working group meeting(s) and/or national conference(s) and/or training(s). If carried out, please specify type of meeting and provide briefly: main objectives and main outcomes/conclusions.*

3.2.3 Studies

Studies** and/or estimations (or part thereof –negotiation with data providers, data collection, improvement of data quality). If carried out, please briefly state title, data sources, type of analysis, responsible institution for the implementation, publication(s) and reference(s), **if not reported in ST 07.

- *Existence of a time series of national HRDU estimation (including IDU)? If so, is there a risk that it could be interrupted?*

Most recent year for each of the following (year study was conducted):

National High risk opioid use estimate _____
National Injecting drug use estimate _____
Subnational estimate _____

Briefly comment on reasons for lack of recent studies or any key details or estimates and their methodology.

3.2.4 Other activities

Activities related to improvement or control of data quality, please describe briefly the system in place, specifying any structured and formalised system. Translations, efforts to obtain funding.

3.2.5 General assessment of methodological aspects and processes of the implementation of the indicator

- **Main achievements**
- **Problems identified with recent surveys** *(i.e. problems with data quality,* [2] *etc)*
- **Planned activities to improve quality of data (next year)**

3.2.6 Suggestions to the EMCDDA

3.3 Drug-related infectious diseases

[2] Problems can be categorised in e.g. 1)No data available due to lack of funding, resources 2) Data available but not collected in a structured manner due to structural reasons 3) Data available but low quality due to problems encountered during the data collection process

3.3.1. Most recent reporting year:_____

3.3.2 National expert group/network

- *Is there a DRID national expert group/network in place? If yes what is its composition in terms of expertise? What is the role of the members? How many times did they meet or teleconference during the last year? What were main discussion and actions point? If not in place, please specify the reason.*

- *Please report on other expert meeting(s) and/or working group meeting(s) and/or national conference(s) and/or training(s). If carried out, please specify type of meeting and provide briefly: main objectives and main outcomes/conclusions.*

3.3.3 Studies

Studies carried out or in progress – including negotiation with data providers/recruitment settings, preparation of questionnaire, data collection, analysis of results etc. If any activities were carried out, please briefly state title, data sources and coverage, type of analysis, current state of the project, responsible institution for the implementation, publication(s) and reference(s), ***if not reported in ST 09.***

Existence or not of HIV/ HCV/HBV seroprevalence series, behavioural data, viral hepatitis notifications, HIV case reporting, repeated at regular intervals (indicate interval period) with consistent methodology (e.g. questionnaires, sampling method, data collection,...)? Please discuss per data type per virus.

3.3.4 Other activities

Activities related to control data quality, please describe briefly the system in place, specifying any structured and formalised system. Translations, efforts to obtain funding.

3.3.5 General assessment of methodological aspects and processes of the implementation of the indicator

- **Main achievements**

- **Problems identified with recent data, surveys** *(i.e. data not in line with EMCDDA standards, problems with data quality,* [3] *etc)*

- **Planned activities to improve quality of data (next year)**

3.3.6 Suggestions to the EMCDDA

3.4 Drug related deaths and mortality of drug users

3.4.1. Most recent reporting year:_____

3.4.2 National expert group/network

- *Is there a DRD national expert group/network in place? If yes what is its composition in terms of expertise? What is the role of the members? How many times did they meet or teleconference during the last year? What were main discussion and actions point? If not in place, please specify the reason.*

[3] Problems can be categorised in e.g. 1)No data available due to lack of funding, resources 2) Data available but not collected in a structured manner due to structural reasons 3) Data available but low quality due to problems encountered during the data collection process

- *Please report on other expert meeting(s) and/or working group meeting(s) and/or national conference(s) and/or training(s). If carried out, please specify type of meeting and provide briefly: main objectives and main outcomes/conclusions.*

3.4.3 Studies

If carried out, please briefly state title, coverage, responsible institution, publication of results, reference(s), ***if not reported in ST 05/06.***

- Situation regarding the component of "drug induced deaths" (sources of information existing and used reporting (GMR and SR), data collection procedures,
- Describe the integration of sources of information (forensic, toxicologist, coroners with the GMR,...)
- Assessment of quality of information (coverage, underreporting, biases,..). Please mention any study or activity that allows to assess the quality and completeness of the information (consistency of different registries, validation studies, consistency with cohort studies..)

- *Situation regarding mortality cohort studies: Are there ongoing studies? Main characteristics? Are there planned studies? If there are not existing or planned studies, please explain.*

3.4.4 Other activities

Activities related to control data quality, please describe briefly the system in place, specifying any structured and formalised system. Translations, efforts to obtain funding.

3.4.5 General assessment of methodological aspects and processes of the implementation of the indicator

- **Main achievements**
- **Problems identified with recent data, surveys** *(i.e. data not in line with EMCDDA standards, problems with data quality,* [4] *etc)*
- **Planned activities to improve quality of data (next year)**

3.4.6 Suggestions to the EMCDDA

3.5 Drug-related treatment demand

3.5.1. Most recent reporting year:_____

3.5.2 National expert group/network

- *Is there a TDI national expert group/network in place? If yes what is its composition in terms of expertise? What is the role of the members? How many times did they meet or teleconference during the last year? What were main discussion and actions point? If not in place, please specify the reason.*

[4] Problems can be categorised in e.g. 1)No data available due to lack of funding, resources 2) Data available but not collected in a structured manner due to structural reasons 3) Data available but low quality due to problems encountered during the data collection process

- *Please report on other expert meeting(s) and/or working group meeting(s) and/or national conference(s) and/or training(s). If carried out, please specify type of meeting and provide briefly: main objectives and main outcomes/conclusions.*

3.5.3 Data collection

Short description of the data sources, in particular the nature of the treatment centres included in the data collection and centres excluded (reasons for it).

Analysis, studies, analysis of results of TDI data carried out, please briefly state title, coverage, responsible institution, publication of results, source of the publication, short description of main findings.

3.5.4 Other activities

Activities related to control data quality, please describe briefly the system in place, specifying any structured and formalised system. Translations, efforts to obtain funding.

3.5.5 General assessment of methodological aspects and processes of the implementation of the indicator

- **Main achievements** *(e.g. short description of recent changes in the drug monitoring system, if any)*
- **Problems identified fro the key indicator implementation** *(i.e. data not in line with EMCDDA standards, problems with data quality,* [5] *etc)*
- **Planned activities to improve quality of data (next year)**

3.5.6 Suggestions to the EMCDDA

4. Monitoring in the other drug-related fields

4.1. Market, crime and supply reduction

Please describe activities related to the data collection, implementation of the supply indicators organized by the NFP.

4.2 Health and social responses (Prevention, Treatment, harm reduction, social reintegration)

Please describe activities related to the monitoring of responses organized by the NFP.

4.3 Best practices dissemination and promotion

[5] Problems can be categorised in e.g. 1)No data available due to lack of funding, resources 2) Data available but not collected in a structured manner due to structural reasons 3) Data available but low quality due to problems encountered during the data collection process

Please describe activities carried to the monitoring of best practices organised by the NFP. Activities might include: improving the quality of design and evaluation of demand reduction interventions, introducing and encouraging the development of science-based practice in drug-related interventions, conferences or workshops addressing practitioners, policy makers and other interested parties / general public (e.g. through website Focal Point, paper-based publications, newsletters, mass media), developing guidelines and implementation of guidelines, promotion of quality standards in the field,...

4.4 Suggestions to the EMCDDA

5. General outcome assessment of the NFP activities (in general)

5.1 Identify main achievements

5.2 Identify any problems, barriers and difficulties

6. Conclusions and perspectives

6.1 Outline of work programme of the NFP for the following year

6.2 Resources needed for implementation of the work programme

6.3 General suggestions/requests to the EMCDDA towards supporting the work of the NFP

INTERIM FINANCIAL REPORT (BASED ON REAL COSTS INCURRED)
REITOX GRANT AGREEMENT N° GA.19.RTX. ....
(PERIOD FROM 01 /01 / 2019 UNTIL 15 /10 / 2019)

Header 1 - Information collection, confection & analysis at national level + transmission to EMCDDA

Description of the action / activity	Estimated Budget [1]	Real costs Incurred		
		By the beneficiary	Subcontracted [2]	TOTAL [3]
National reporting / Statistical standard tables / structured questionnaires	€	€	€	€
Implementation of epidemiological key indicators	€	€	€	€
Implementation of the Council decision on information exchange, risk assessment and control of new psychoactive substances at national level (EWS)	€	€	€	€
Data input into EMCDDA and REITOX information systems	€	€	€	€
Updates re. national developments / media relations / replies to ad hoc requests	€	€	€	€
Total Header 1	**€**	**€**	**€**	**€**

Signature of the Head of the Focal Point

_____, On ...../...../2019

Signature of the beneficiary

_____, On ...../...../2019

[1] In line with and as agreed in Annex II of the grant agreement signed between the EMCDDA and the Beneficiary.
[2] Conditions and criteria for awarding contracts, please refer to Article II.9 of the grant agreement
[3] Total budget comprises all eligible costs which was needed to execute the operation at national level (eligible costs and VAT specifications, cf. Article II.14 of the draft grant agreement)

HEADER 2 - DISSEMINATION AT NATIONAL LEVEL / TO NATIONAL PARTNERS

DESCRIPTION OF THE ACTION / ACTIVITY	Estimated Budget	Real costs Incurred		
		By the beneficiary	Subcontracted	TOTAL
EMCDDA reports and other products	€	€	€	€
Implementation of the Council decision (EWS)	€	€	€	€
Media relations	€	€	€	€
Language checking and proofreading of EMCDDA reports and products	€	€	€	€
Total Header 2	€	**€**	**€**	.... **€**

Signature of the Head of the Focal Point

_____, On ...../...../2019

Signature of the beneficiary

_____, On ...../...../2019

Header 3 - Participation in meetings

DESCRIPTION OF THE ACTION / ACTIVITY	Estimated budget	Real costs incurred		
		By the beneficiary	Subcontracted	TOTAL
REITOX Heads of FP meetings (2x/year) [4]	€	€	n.a.	€
EU expert meetings related to the implementation of the five epidemiological key-indicators [5]	€	€	.....€	€
EU REITOX methodological meetings [6] regarding the implementation at national level of the Council decision on new synthetic drugs, scientific based research data, legal correspondents, policy analysis, etc.	€	€	n.a.	€
Ad hoc working groups and task forces at the initiative of the EMCDDA [7]	€	€	n.a.	€
Horizontal cooperation meetings among NFPs (to be detailed)	€	€	n.a.	€
Total Header 3	**€**	**€**	**€**	**€**

Signature of the Head of the Focal Point

_____, On ...../...../2019

Signature of the beneficiary

_____, On ...../...../2019

[4] REITOX Heads of FP meetings: travel expenses are at charge of the EMCDDA outside the scope of the grant agreement; daily allowances are at charge of the beneficiary and can be included as eligible costs within the scope of the grant agreement

[5] Key-indicators' expert meetings: both travel expenses and daily allowances are considered as eligible costs within the scope of the grant agreement and are at charge of the beneficiary.

[6] EU REITOX methodological meetings: travel expenses and daily allowances are at charge of the EMCDDA outside the scope of the grant agreement.

[7] Ad hoc working groups and task forces: both travel expenses and daily allowances of members are at charge of the EMCDDA outside the scope of the grant agreement; travel costs and daily allowances of voluntary participants are at charge of the beneficiary and are considered as eligible costs within the scope of the grant agreement.

Action / activity	TOTAL REAL COSTS INCURRED
Total Header 1	€
Total Header 2	€
Total Header 3	€
Header 4 - External financial audit [8]	0 000, 00 €
Header 5 - Other costs *(to be specified)*	€
Total direct costs *(to be supported by accounting documents)*	€
Header 6 - Total indirect costs *(max. 7% of total direct costs - not to be supported by accounting documents)*	€
A) TOTAL COST OF THE ACTION DURING INTERIM PERIOD	**€**
B) EMCDDA CO-FINANCING PART (I.E. A DIVIVED BY TWO)	€
C) PRE FINANCING RECEIVED FROM EMCDDA	€
D) INTERIM FINANCING REQUESTED FROM EMCDDA	**€**

Signature of the Head of the Focal Point

_____, On ...../...../2019

Signature of the beneficiary

_____, On ...../...../2019

[8] This external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. The purpose of the audit is to certify that the financial documents submitted to the EMCDDA by the beneficiary comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared. The costs related to such external audit can be included as eligible costs within the scope of the grant agreement. The external audit may only be executed after the cmosure of the project, and therefore this is not an eligible cost at the stage of interim payment.

FINAL FINANCIAL REPORT (*BASED ON REAL COSTS INCURRED*)

REITOX GRANT AGREEMENT N° GA.19.RTX.....1 . ...

(PERIOD FROM 01 / 01 / 2019 UNTIL 31 / 12 / 2019)

Header 1 - Information collection, confection & analysis at national level + transmission to EMCDDA

Description of the action / activity	Estimated Budget [1]	Real costs Incurred		
		By the beneficiary	Subcontracted [2]	TOTAL [3]
National reporting / Statistical standard tables / structured questionnaires	€	€	€	€
Implementation of epidemiological key indicators	€	€	€	€
Implementation of the Council decision on information exchange, risk assessment and control of new psychoactive substances at national level (EWS)	€	€	€	€
Data input into EMCDDA and REITOX information systems	€	€	€	€
Updates re. national developments / media relations / replies to ad hoc requests	€	€	€	€
Total Header 1	€	**€**	**€**	**€**

Signature of the Head of the Focal Point

_____, On ...../...../2020

Signature of the beneficiary

_____, On ...../...../2020

[1] In line with and as agreed in Annex II of the grant agreement signed between the EMCDDA and the Beneficiary.
[2] Conditions and criteria for awarding contracts, please refer to Article II.9 of the grant agreement
[3] Total budget comprises all eligible costs which was needed to execute the operation at national level (eligible costs and VAT specifications, cf. Article II.14 of the draft grant agreement)

Header 2 - Dissemination at national level / to national partners

DESCRIPTION OF THE ACTION / ACTIVITY	Estimated Budget	Real costs Incurred		
		By the beneficiary	Subcontracted	TOTAL
EMCDDA reports and other products	€	€	€	€
Implementation of the Council decision (EWS)	€	€	€	€
Media relations	€	€	€	€
Language checking and proofreading of EMCDDA reports and products	€	€	€	€
Total Header 2	€	**€**	**€**	**€**

Signature of the Head of the Focal Point

_____, On ...../...../2020

Signature of the beneficiary

_____, On ...../...../2020

Header 3 - Participation in meetings

DESCRIPTION OF THE ACTION / ACTIVITY	Estimated budget	Real costs incurred		
		By the beneficiary	Subcontracted	TOTAL
REITOX Heads of FP meetings (2x/year) [4]	€	€	€	€
EU expert meetings related to the implementation of the five epidemiological key-indicators [5]	€	€	€	€
EU REITOX methodological meetings [6] regarding the implementation at national level of the Council decision on new synthetic drugs, scientific based research data, legal correspondents, policy analysis, etc.	€	€	€	€
Ad hoc working groups and task forces at the initiative of the EMCDDA [7]	€	€	€	€
Horizontal cooperation meetings among NFPs (to be detailed)	€	€	€	€
Total Header 3	**€**	**€**	**€**	**€**

Signature of the Head of the Focal Point

_____, On ...../...../2020

Signature of the beneficiary

_____, On ...../...../2020

[4] REITOX Heads of FP meetings: travel expenses are at charge of the EMCDDA outside the scope of the grant agreement; daily allowances are at charge of the beneficiary and can be included as eligible costs within the scope of the grant agreement

[5] Key-indicators' expert meetings: both travel expenses and daily allowances are considered as eligible costs within the scope of the grant agreement and are at charge of the beneficiary.

[6] EU REITOX methodological meetings: travel expenses and daily allowances are at charge of the EMCDDA outside the scope of the grant agreement.

[7] Ad hoc working groups and task forces: both travel expenses and daily allowances of members are at charge of the EMCDDA outside the scope of the grant agreement; travel costs and daily allowances of voluntary participants are at charge of the beneficiary and are considered as eligible costs within the scope of the grant agreement.

Action / activity	TOTAL REAL COSTS INCURRED
Total Header 1	€
Total Header 2	€
Total Header 3	€
Header 4 - External financial audit [8]	€
Header 5 - Other costs *(to be specified)*	€
Total direct costs *(to be supported by accounting documents)*	€
Header 6 - Total indirect costs *(max. 7% of total direct costs - not to be supported by accounting documents)*	€
A) TOTAL COST OF THE ACTION	**€**
B) EMCDDA CO-FINANCING PART (I.E. A DIVIVED BY TWO)	€
C) PRE FINANCING RECEIVED FROM THE EMCDDA	€
D) INTERIM FINANCING RECEIVED FROM THE EMCDDA	€
E) BALANCE PAYMENT REQUESTED FROM THE EMCDDA	**€**

Signature of the Head of the Focal Point

_____, On ...../...../2020

Signature of the beneficiary

_____, On ...../...../2020

[8] This external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. The purpose of the audit is to certify that the financial documents submitted to the EMCDDA by the beneficiary comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared. The costs related to such external audit can be included as eligible costs within the scope of the grant agreement.

Summary of expenses / invoices / receipts
Reitox Grant agreement n° GA.19.RTX._____.1.__

Beneficiary:

Exchange Rate: 1.00000 EUR

Header	Ref Invoice / expense / receipt	Name of contractor / supplier	Description of action / expense	Total	Total in Euro
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
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					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00

Provisional schedule of 2019 EMCDDA meetings / main events

Reitox national focal points' involvement

A. Mandatory Heads of Focal Points meetings

Date	Location	Meeting subject	Contact person	NFP involvement	Reimbursement [1]
21–23 May	Lisbon	60th Reitox HFP meeting	Sandrine Sleiman	Heads of focal points	Travel costs
12–15 November	Lisbon	8th extended Reitox week + 61st Reitox HFP meeting	Sandrine Sleiman	Heads of focal points	Travel costs

B. Mandatory EU expert meetings

Date	Location	Meeting subject	Contact person	NFP involvement	Reimbursement [1]
27–28 May	Lisbon	PDU expert meeting	Thomas Seyler	1 Nat. expert / country	No reimbursement
28–29 May	Lisbon	GPS expert meeting	João Matias	1 Nat. expert / country	No reimbursement
13–14 June	Lisbon	18th Meeting of the Legal Correspondents of the European Legal Database on Drugs	Brendan Hughes	1 Legal corresp. / country	Travel costs + per diem
17–19 June	Lisbon	19th Annual meeting of the Reitox EWS Network	Ana Gallegos	1 Nat. expert / country	Travel costs + per diem
7-8 October	Odessa	ESPAD assembly	Julian Vicente	1 Nat. expert / country	No reimbursement
8–9 October	Lisbon	DRID expert meeting	Thomas Seyler	1 Nat. expert / country	No reimbursement
21–22 October	Lisbon	DRD expert meeting	Isabelle Giraudon	1 Nat. expert / key indicator / country	No reimbursement
27–28 November	Lisbon	TDI expert meeting	Alessandro Pirona	1 Nat. expert / key indicator / country	No reimbursement

C. Technical meetings (task forces, expert groups, ad hoc Reitox working groups)

Date	Location	Meeting subject	Contact person	NFP involvement	Reimbursement [1]
17-18 January	Lisbon	Insights Drugs and Prison	Linda Montanari	Voluntary	No reimbursement
31 January–1 February	Lisbon	Treatment outcomes	Lucas Wiessing	Voluntary	No reimbursement
19 March	Lisbon	Reitox Technical meeting	Sandrine Sleiman	Voluntary (max 7 NFPs)	Travel costs
28–29 March	Lisbon	Trendspotter methodology (2-days training)	Alessandro Pirona	Voluntary (max 4 NFPs)	Travel costs
1 October	Lisbon	Reitox Technical meeting	Sandrine Sleiman	Voluntary (max 7 NFPs)	Travel costs
10–11 October	Lisbon	7th Annual meeting of the EMCDDA Reference Group on Drug Supply Indicators	Andrew Cunningham	Voluntary	No reimbursement
21–22 October	Lisbon	Drug checking	Alessandro Pirona	Upon invitation	No reimbursement
October (tbc)	Lisbon	EUPC manual launch	Gregor Burkhart	Voluntary	No reimbursement

D. Regional Reitox Academy Activities

Date	Location	Meeting subject	Contact person	NFP involvement	Reimbursement [1]
2 days – dates tbc	Madrid	Communications: advocacy and stakeholders	Ilze Jekabsone	Voluntary participation	Up to 2 nat. expert per country (travel and per diem) may be included
2 days – dates tbc	Lisbon	Cannabis related topic	Ilze Jekabsone	Voluntary participation	Up to 2 nat. expert per country (travel and per diem) may be included

[1] For the general reimbursement rules, please read carefully the details provided on the last page of this document.

E. ***Ad hoc meetings / Conferences***

Date	Location	Meeting subject	Contact person	NFP involvement	Reimbursement [1]
8–9 April	Maastricht	VI International Conference on Novel Psychoactive Substances	Ana Gallegos	Voluntary participation	1 nat. expert per country (fee, travel and per diem) may be included
23–25 October	Lisbon	Lisbon Addictions Conference	SICAD / Maria Moreira	Voluntary participation	1 nat. expert per country (fee, travel and per diem) may be included

F. ***Statutory meetings and other key events/meetings (for information only – not eligible for financing under the grant agreement)***

Date	Location	Meeting subject
9–11 April	Lisbon	50th Scientific Committee meeting
4 April	Lisbon	EMCDDA Budget Committee meeting
5 April	Lisbon	EMCDDA Executive Committee meeting
6 June	Brussels	Launch of the 2019 EDR package
27 June	Lisbon	EMCDDA Budget Committee meeting
27 June	Lisbon	EMCDDA Executive Committee meeting
27–28 June	Lisbon	60th EMCDDA Management Board meeting
17 October	Lisbon	EMCDDA Budget Committee meeting
18 October	Lisbon	EMCDDA Executive Committee meeting
19–21 November	Lisbon	51st Scientific Committee meeting
11 December	Lisbon	EMCDDA Budget Committee meeting
11 December	Lisbon	EMCDDA Executive Committee meeting
12–13 December	Lisbon	61st EMCDDA Management Board meeting

General reimbursement rules

The following details are only indicative and the reimbursement rule applying will be the one specified in each invitation letter per concerned meeting. For the exact definition and conditions that apply to EMCDDA reimbursement, please read carefully the three notices regarding reimbursement of meeting-related travel and subsistence expenses, which can be downloaded from the Reitox extranet at the following link: https://reitox.emcdda.europa.eu/html.cfm/index132EN.html and that are also attached to each official meeting invitation.

- ***Reitox HFP meetings:*** As a general rule, the EMCDDA provides a prepaid travel ticket for one representative per EU member state + Turkey and Norway. As a consequence, all other meeting related costs are eligible within the framework of the grant agreement. In case the NFP paid the travel costs directly (without pre-paid), the travel costs for one representative, can also be included in the grant agreement.
- ***EU Expert Key Indicators' meetings:*** Unless otherwise stipulated, all costs are fully at national focal points' expense. As a consequence, all costs related to the attendance at these meetings are fully eligible within the framework of the grant agreement.

The grant funds allocated to meetings should be used to maximise the participation in the highest number of meetings, for the internal benefit of both the NFPs and the EMCDDA. As such, the NFPs are kindly invited to attend all the aforementioned meetings with one representative per member state. NFPs wishing to attend meetings which are not listed above under points A to E or wish to attend one of these meetings with an additional participant, should request prior agreement from the EMCDDA in writing.