



EUROPEAN COMMISSION
EUROSTAT

Directorate E: Sectoral and regional statistics

GRANT AGREEMENT FOR AN ACTION

AGREEMENT NUMBER: 50303.2012.001-2012.558

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), itself represented for the purpose of signature of this agreement by **Mr Pedro Díaz Muñoz, Director of Directorate E, Sectoral and Regional Statistics, Eurostat**

of the one part,

and

Slovak Hydrometeorological Institute

Jeseniova 17

SK – 83315 Bratislava

("the beneficiary"), represented for the purposes of signature of this agreement by **Mr ~~Pavol~~ Nejedlik, Acting Director General**

MARTIN BENKO

of the other part,

HAVE AGREED

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

- | | |
|------------------|---------------------------------|
| Annex I | Description of the action |
| Annex II | Estimated budget of the action: |
| | - Expenditure/eligible costs |
| | - Sources of funding. |
| Annex III | Model request for payment |

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 set out in the General Conditions shall take precedence over those in the Annexes.

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I - SPECIAL CONDITIONS

ARTICLE I.1 – PURPOSE OF THE GRANT

- I.1.1** The Commission 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 he has taken note of and accepts, for the action entitled **Improvement of water statistics reporting in the Slovak Republic** ("the action").
- I.1.2** The beneficiary accepts the grant and undertakes to do everything in his power to carry out the action as described in Annex I, acting on his own responsibility.

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 for **24 months** as from **1st January 2013** ("the starting date of the action").

ARTICLE I.3 – FINANCING THE ACTION

I.3.1 Total cost of the action

The total cost of the action is estimated at **EUR 39,010.00**, as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for Union 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 Eligible costs

The total eligible costs of the action for which the Commission grant are awarded is estimated at **EUR 39,010.00**, equal the total costs of the action as shown in the estimated budget in Annex II.

By way of derogation from Article II.14.3, indirect costs are eligible for flat-rate funding of **30%** of the total eligible direct personnel costs.

I.3.3 Amount of the grant

The Commission shall contribute a maximum of **EUR 27,052.00**, equivalent to 69.35% of the estimated total eligible costs indicated in Article I.3.2. The final amount of the grant shall be determined as specified in Article II.17, without prejudice to Article II.19.

The Union grant may not finance the entire costs of the action. The amounts and sources of co-financing other than from Union funds shall be set out in the estimated budget referred to in Article I.3.1.

I.3.4 Adjustment of the estimated budget

By way of derogation from Article II.13, the beneficiary may, when carrying out the action, adjust the estimated budget by transfers between headings of eligible direct costs, provided that this adjustment of expenditure does not affect the implementation of the action and the transfer between headings does not exceed 20% of the amount of each heading of estimated

eligible costs for which the transfer is intended, and without exceeding the total eligible costs indicated in paragraph 2. He shall inform the Commission in writing.

ARTICLE I.4 – PAYMENT ARRANGEMENTS

I.4.1 Pre-financing

Not applicable.

I.4.2 Further pre-financing payments and interim payments

Not applicable.

I.4.3 Payment of the balance

The request for payment of the balance shall be accompanied by the final technical implementation report and financial statement specified in Article II.15.4.

The Commission shall have 90 days to approve or reject the report and to pay the balance in accordance with Article II.17, 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 30 days to submit the additional information or a new report.

The Commission 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 technical implementation reports, financial statements and other documents referred to in Article I.4 must be submitted in 2 copies in English on the following dates:

- interim technical implementation report: within 12 months following starting date of the action
- final technical implementation report and financial statement: within 45 days following the closing date of the action specified in Article I.2.2.

ARTICLE I.6 – BANK ACCOUNT

Payments shall be made to the beneficiary's bank account or sub-account denominated in euro, as indicated below:

Name of bank: Štátna pokladnica

Address of branch: Radlinského 32, SK – 81005 Bratislava

Precise denomination of the account holder: SHMU

Full account number (including bank codes): 70000391672/8180

IBAN account code: SK1981800000007000391672

This account or sub-account must identify the payments made by the Commission. Moreover, the funds paid to this account or sub-account shall yield interest or equivalent benefits under the law of the State on whose territory the account or sub-account is opened. Such interest or benefits shall, if they are generated by pre-financing, be recovered by the Commission as specified in Article II.16.4. The latter provision shall not apply to recipients of a grant which are public bodies of a Member State of the European Union.

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

1. Any communication addressed to the Commission in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following addresses:

European Commission

Directorate-General Eurostat

Directorate E

Head of Unit E.3 – Mr Rainer Muthmann

BECH C2/633; L –2920 Luxembourg

E-mail address: rainer.muthmann@ec.europa.eu

2. Ordinary mail shall be considered to have been received by the Commission on the date on which it is formally registered by the Commission unit responsible referred to above. E-mail shall be considered as received on the date it is received. However, if the beneficiary receives a reply asking him to re-direct the e-mail, it shall not be considered as received until the correctly re-directed e-mail is received.
3. Any communication addressed to the beneficiary in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following address:

Ms Lea Mrafková

Expert for Hydrology

Jeseniova 17

SK – 83315 Bratislava

E-mail address: lea.mrafkova@shmu.sk
4. Any change of address by the beneficiary shall be communicated in writing to the Commission.

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 Luxembourg relating to grants.

The beneficiary may bring legal proceedings regarding decisions by the Commission concerning the application of the provisions of the agreement, and the arrangements for implementing it, before the General Court of the European Union and, in the event of appeal, the Court of Justice.

ARTICLE I.9 - DATA PROTECTION

1. Any personal data included in the agreement shall be processed pursuant to 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 for the purposes of the implementation, management and monitoring of the agreement by

Eurostat's Unit responsible for this action, without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

2. The beneficiary 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 Eurostat's Unit responsible for this action.
3. The beneficiary shall have the right of recourse at any time to the European Data Protection Supervisor.

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.

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

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;
 - 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.

ARTICLE I.10 – OTHER SPECIAL CONDITIONS

I.10.1 Exchange rate applicable for the conversion of currencies into euro

The beneficiary shall submit the payment request in accordance with article I.4, including the underlying financial statement, in euro. By way of derogation from Article II.16.1, any conversion of actual costs into euro shall be made by the beneficiary at the exchange rate of the first working day of the month which follows the end of the action as defined in Article I.2.2 of the Special Conditions as published in the Official Journal of the European Union,

Series C or the first working day of the month which follows the real date of termination of the action whichever is earlier.

I.10.2 Award of contracts

Where an audit certificate on the financial statements and underlying accounts for final payments is required, in case of implementation contracts exceeding EUR 60,000, the certificate shall certify specifically that such contracts have been awarded in accordance with the provisions of Article II.9 of the General Conditions.

I.10.3 Staff costs

For the purpose of application of Article II.14.2 paragraph 1 first indent of the General Conditions, the salary supplements granted by the beneficiary to its staff which result in a temporarily higher salary amount than their usual remuneration (for example the payment of extraordinary premiums during the action period) are not considered eligible for financing via a Union grant.

I.10.4 Pursuant to Article II.14.1, the beneficiary -by his signature of this grant agreement- commits himself to paying all the invoices and expenditure within a maximum time period of 6 months as from the receipt of the final payment of the balance of the grant by the Commission.

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 Commission 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 Commission 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 Commission 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 conflict 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 Commission, in writing, without delay. The beneficiary shall undertake to take whatever steps are necessary to rectify this situation at once.
- II.2.3** The Commission 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 this 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** Without prejudice to paragraph 1, the beneficiary grants the Commission the right to make free use of the results of the action as it deems fit, and, in particular, to display, reproduce by any technical procedure, translate or communicate the results of the action by any medium, including on the Europa website, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.
- II.3.3** Where industrial and intellectual property rights, including rights of third parties, exist prior to the agreement being entered into ("pre-existing intellectual property rights"), the beneficiary shall establish a list which shall specify all rights of ownership and use in the pre-existing intellectual property rights and disclose it to the Commission at the

latest prior to the commencement of implementation. The beneficiary shall ensure that it has all rights to use any pre-existing intellectual property rights in implementation of the agreement.

ARTICLE II.4 - CONFIDENTIALITY

The Commission 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 Commission 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 Commission is not responsible for any use that may be made of the information contained therein.

II.5.2 The beneficiary authorises the Commission 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 Commission 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 Commission carries out an interim or final evaluation of the action's impact measured against the objectives of the Union programme concerned, the beneficiary undertakes to make available to the Commission and/or persons authorised by it all such documents or information, including information in electronic format, as will allow 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 Commission without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

II.7.2 If the Commission does not terminate the agreement under Article II.11.2, the beneficiary shall resume implementation once circumstances allow and shall inform the Commission 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 fulfilling 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** A party faced with *force majeure* shall inform 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 minimise any damage due to *force majeure*.
- 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 they constitute costs of the action under an item of eligible direct costs in 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 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 Commission;
 - (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 necessary arrangements to ensure that the contractor waives all rights in respect of the Commission 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 Commission may not be transferred.

II.10.2 In exceptional circumstances, where the situation warrants it, the Commission may authorise the assignment of the agreement, or part thereof, and payments flowing from it to a third party, following a written request to that effect, giving reasons, from the beneficiary. If the Commission 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 Commission.

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

ARTICLE II.11 – TERMINATION OF THE AGREEMENT

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 Commission does not accept the reasons, the beneficiary shall be deemed to have terminated this agreement improperly, with the consequences set out in the third subparagraph of paragraph 4.

II.11.2 Termination by the Commission

The Commission may decide to 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.7;
- (d) if the beneficiary is declared bankrupt, is being wound up, is having his affairs administered by the courts, has entered into an arrangement 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 Commission 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 Commission 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 Union's financial interests;

- (h) where the Commission 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 procedure is initiated by registered letter with acknowledgement of receipt 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 Commission 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 Commission'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 Commission's decision to terminate the agreement is received.

II.11.4 Effects of termination

In the event of termination, payments by the Commission 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.

The beneficiary shall have 60 days from the date when termination takes effect, as notified by the Commission, 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 Commission 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 Commission.

By way of exception, at the end of the period of notice referred to in paragraph 3, where the Commission 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 Commission by registered letter with acknowledgement of receipt or equivalent, the Commission 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 Commission.

By way of exception, in the event of improper termination by the beneficiary or termination by the Commission on the grounds set out in points (a), (e), (g), (h) or (i) above, the Commission

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 Commission, in proportion to the gravity of the failings in question and after allowing the beneficiary to submit his observations.

ARTICLE II.12 - FINANCIAL PENALTIES

II.12.1 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.

II.12.2 This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the establishment of the first.

II.12.3 The beneficiary shall be notified in writing of any decision by the Commission to apply such financial penalties.

ARTICLE II.13 - SUPPLEMENTARY AGREEMENTS

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

II.13.2 The supplementary agreement may not have the purpose or the 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 Commission in good time before it is due to take effect and at all events one month before the closing date of the action, except in cases duly substantiated by the beneficiary and accepted by the Commission.

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 accounting and internal 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 the performance of the action and which can therefore be booked to it directly. 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 Commission;
- 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

Commission, except where the nature and/or the context of its use justifies different treatment by the Commission;

- 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 The following costs shall not be considered eligible:

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the beneficiary can show that he is unable to recover it according to the applicable national legislation. VAT paid by public bodies is not an eligible cost;
- costs declared by the beneficiary and covered by another action or work programme receiving a Union grant;
- excessive or reckless expenditure.

II.14.5 Contributions in kind shall not constitute eligible costs. However, the Commission can accept, if considered necessary or 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 an action grant awarded to a beneficiary who already receives an operating grant from the Commission 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 provide 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 demand guarantor and shall not require the Commission to have recourse against the principal debtor (the beneficiary).

The financial guarantee shall provide that it remains in force until the pre-financing is cleared against interim payment(s) or payment of the balance by the Commission to the beneficiary or, in the absence of such clearing, three months after a recovery is notified to the beneficiary by which the Commission asks him to repay the pre-financing. The Commission undertakes to release the guarantee within the following month.

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 the percentage of the previous payment specified in the provisions of Article I.4 on further pre-financing has been used up. The request shall be accompanied by the following documents:

- a detailed statement of the eligible costs actually incurred, including a consolidated statement and a breakdown between each beneficiary;
- where required by the above-mentioned provisions of Article I.4, a financial guarantee in accordance with paragraph 1;
- 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, for each beneficiary as specified under Article I.4;
- 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 relevant provisions in Article I.5 and the annexes.

II.15.3 Interim payments

Interim payments are intended to reimburse the beneficiaries 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, including a consolidated statement and a breakdown between each beneficiary;
- where required by the provisions of Article I.4 on interim payment, 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, for each beneficiary as specified under Article I.4. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the beneficiaries 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 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 the request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, the Commission 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 Commission 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.

Requests for additional information or a new report shall be notified to the beneficiary in writing.

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 Commission reserves the right to terminate the agreement by invoking Article II.11.3 (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 or, in case of public bodies, by a competent and independent public officer. The certificate shall certify, in accordance with a methodology approved by the Commission, 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 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 Commission 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 Commission 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 the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Requests for additional information or a new report shall be notified to the beneficiary in writing.

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 Commission reserves the right to terminate the agreement by invoking Article II.11.2 (b).

II.15.5 Payment currency and costs of transfers

Costs of the transfers are borne in the following way:

- costs of dispatch charged by the bank of the Commission shall be borne by the Commission;
- costs of receipt charged by the bank of the beneficiary shall be borne by the beneficiary;
- all costs of repeated transfers caused by one of the parties shall be borne by the party who caused repetition of the transfer.

ARTICLE II.16 - GENERAL PROVISIONS ON PAYMENTS

II.16.1 Payments shall be made by the Commission 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 Commission and published on its website applicable on the day when the payment order is issued by the Commission, unless the Special Conditions of the agreement lay down specific provisions.

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

II.16.2 The Commission 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 Commission may 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 Commission 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 Union or by any other budget managed by it. 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 Commission shall inform the beneficiary as soon as possible of any such suspension by registered letter with acknowledgement of receipt or equivalent, setting out the reasons for suspension.

Suspension shall take effect on the date when notice is sent by the Commission. 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 Commission.

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 euro, 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. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the Union.

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 Commission 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 Commission 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 Commission 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 Commission shall recover it in accordance with Article II.18.

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

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

of the balance or the 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 Commission 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 Commission'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 Commission 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 Commission may not in any circumstances exceed the maximum amount of the grant laid down in Article I.3.3, even if the total actual eligible costs exceed the estimated total eligible costs specified in Article I.3.2.

II.17.3 If the actual eligible costs when the action ends are lower than the estimated total eligible costs, the Commission'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 Commission.

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 Commission to apply the penalties referred to in Article II.12, if the action is not implemented or is implemented poorly, partially or late, the Commission 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 Commission 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 Commission 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 Commission 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 Commission, 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 Commission 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 Commission may be recovered by offsetting them against any sums owed to the beneficiary, in cases where the beneficiary also has a claim on the Union or the European Atomic Energy Community, after informing him accordingly by registered letter with acknowledgement of receipt 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 Commission 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 Commission shall be borne solely by the beneficiary.

II.18.5 The beneficiary understands that, under Article 299 of the Treaty on the functioning of the European Union, the Commission 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 General Court of the European Union.

ARTICLE II.19 - CHECKS AND AUDITS

II.19.1 The beneficiary undertakes to provide any detailed information, including information in electronic format, requested by the Commission or by any other outside body authorised by the Commission to check that the action and the provisions of the agreement are being properly implemented.

II.19.2 The beneficiary shall keep at the Commission'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 five years from the date of payment of the balance specified in Article I.4.

II.19.3 The beneficiary agrees that the Commission 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 authorised 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 five years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by the Commission.

II.19.4 The beneficiary undertakes to allow Commission staff and outside personnel authorised by the Commission 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 Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Commission.

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

SIGNATURES

For the beneficiary,
Pavol Nejedlík
Acting Director General

signature: _____

Done at Bratislava,

Date:

For the Commission,
Pedro Díaz Muñoz
Director

signature : _____

Done at Luxembourg,

Date: 21/11/2012

Annex I - Description of the action**1 DESCRIPTION OF THE ACTION****Title: Improvement of water statistics reporting in the Slovak Republic****a) Describe the general and specific objectives that the action aims at achieving:**

The main objective of the proposed project is an inventory of water statistical data for the reporting and to adapt information database Central Water Register to support water use data reporting for the Statistical Office of the Slovak Republic and the European Commission – Eurostat (“*JQ SVK Inland Waters, Regional Environmental Questionnaire*”):

- Water resources, abstraction (withdrawal) and use
- Water use by supply category and user
- Discharge of wastewater into the environment.

The inventory will contain an analysis of all available data in the area of the water, with the possibility to improve the range of which has a SHMU. The statistical data for the area of the water can be improved, including the implementation of the reports for Eurostat.

The classification of sources in database system of the *Central Water Register* is based on dated NACE Rev.1.1 which is rather different to NACE 2. The reclassification process needs to adapt NACE 2 methodology, to upgrade all tools and databases involved in the database system, to solve specific incidence and finally to implement “*JQ SVK Inland Waters, Regional Environmental Questionnaire*” for Eurostat. For conversion from NACE Rev.1.1. to NACE 2 is need verification of every source because codes are different. For reclassification process is needs analysis of database stucture. Central Water Register includes data about 8500 sources. Proposal is to keep NACE Rev 1.1 for historical reason of report. It is necessary to upgrade database and prepare new reports.

Another requirement is reporting of this data according to the “*Nomenclature of Territorial Units for Statistic*” (NUTS regional structure).

b) Describe the action (on the basis of the main activities foreseen) and where it will be implemented

In frame of this project, the following tasks are proposed:

Inventory of water statistical data of reporting for the Statistical Office of the Slovak Republic and the European Commission – Eurostat (SHMI)

- Analysis of the NACE 2 methodology (SHMI)
- Analysis of the regional segmentation - NUTS regional structure (SHMI)
- Design and implementation of NACE 2 reclassification in the database system *Central Water Register*, interfaces and reporting tools (SHMI, Sub-contractor for IT support)
- Design and implementation of NUTS segmentation in the database system *Central Water Register*, interfaces and reporting tools (SHMI, Sub-contractor for IT support)

- Final report (SHMI)

Expected outcome is the database system which fully cover reporting for Eurostat. Reports from database system will have all required data.

c) Organisation of the project management:

SHMI [contractor] provide a comprehensive inventory of water reporting data for Eurostat (for the Statistical Office of the Slovak Republic and the European Commission – Eurostat) - an analysis of available data within the Ministry of Environment institutions. In this phase will be compared the background, structures and accessibility of data at national level with the requirements of Eurostat questionnaires and indicates the gaps and differences of existing questionnaires comparing with the contemporary national assessments. Solutions will be provided by employees of the departments concerned for fulfilling the corresponding databases of the Central Water Register through ad-hoc working teams established within the division and departments of Hydrological Service in SHMI structure (Departments of the surface water and Department groundwater). Both departments are, according with Slovak Water Law, responsible for monitoring and evaluation of surface water and groundwater including fulfillment and operation of national Central Water Register.

SHMI [contractor], as the crucial subject for the provision of data for Eurostat, provides know how and redesign of structures and data flow in the technological lines of national databases of water resources, water abstraction (withdrawal) and use and water. This transposition or modification of basic data structure or modification of indicators/parameters/attributes will be made with regards to ensure data output according to Eurostat requirements primary. The solution will be provided directly by the SHMI staff responsible for the fulfillment of national data on the Central Water Register separately for the sphere of:

- potential groundwater resources,
- abstraction (use) of surface water
- abstraction (use) of groundwater
- discharge of water

Sub - contractor for IT support represents a legal entity that created and operates the national IT system of Central Water Register at present. Proposed changes of data structures and data flows (inputs, store and outputs of data) recommended by SHMI will be transferred to modifications their own programs in database system ORACLE created in the past.

Tasks involved:

- Upgrade national IT system of Central Water Register to NACE2 classification (upgrade software tools and maintaining of databeses)
- Upgrade national IT system of Central Water Register to NUTS classification (upgrade software tools and maintaining of databeses)

Sub - contractor for IT support will selected according to the public procedure based on Act

25/2006 Z.z.

d) Arrangements for monitoring/supervision during the operation and foreseen risks about the implementation:

The Steering committee of SHMI will be composed of representatives of top management of division of Hydrological Service in the Slovakia. During project will be prepared one interim report, where will be presented the actual status of action. At the end of the project the results will be summarised in the final report.

e) Sustainability of the project's achievements:

Slovak Hydrometeorological Institute has the capacity to properly administer and manage the updated database. A proper functioning of the system in line with the national and EU legislation is important tool SHMI. Hence this fact the sustainability of the database will be secured.

2 PLANNED DURATION OF THE ACTION (in months): 24**Required starting date: 01/01/2013**

Duration of the action (in months): 24

Milestones**Due date**

Start of the Project	1. January 2013
Inventory of water statistical data	January 2013 – May 2013
Analysis of the NACE 2 methodology	June - October 2013
Analysis of the NUTS regional structure	June - October 2013
Interim report	November 2013
Design NUTS regional structure in the dbase	December 2013- April 2014
Design NACE 2 classification in the dbase	December 2013- April 2014
Implementation of new categories in the dbase	May - October 2014
Final report	November-December 2014

2.(a) TIMETABLE TO CARRY OUT EACH STAGE OF THE ACTION SHOWING MAIN DATES AND EXPECTED RESULTS FOR EACH STAGE

Reports	Timetable
Interim report	November 2013
Final report	45 days following the closing date of the action December 2014

pn

Annex II - Estimated budget of the action

- Expenditure/eligible costs
- Sources of funding

ESTIMATED BUDGET	
Title of the action:	
SUMMARY	
A — EXPENDITURE/ COSTS OF THE ACTION	TOTAL
A.1) Costs of the staff assigned to the action	25.700,00 €
A.2) Travel and subsistence costs	0,00 €
A.3) Purchase cost of equipment	0,00 €
A.4) Costs of consumables and supplies	0,00 €
A.5) Costs entailed by other implementation contracts	5.000,00 €
A.6) Any other direct costs	600,00 €
TOTAL DIRECT COSTS	31.300,00 €
A.7) Eligible indirect costs	7.710,00 €
TOTAL ELIGIBLE COSTS	39.010,00 €
NON-ELIGIBLE COSTS	0,00 €
TOTAL COSTS OF THE ACTION	39.010,00 €
B — SOURCES OF FUNDING	
B.1) Income generated by the action	0,00 €
B.2) Own contribution by the beneficiary	11.958,00 €
B.3) Contribution by other external sponsors	0,00 €
B.4) Contribution requested from the Commission	27.052,00 €
	39.010,00 €
B.5) Other contributions (covering non eligible costs)	0,00 €
TOTAL SOURCES OF FUNDING	39.010,00 €

Maximum % of EC contribution	70,00%
% of EC contribution requested	69,35%
Total maximum EC contribution	27.052,00 €

ESTIMATED BUDGET					
Name of the applicant		Slovak Hydrometeorological Institute			
Title of the action					
A EXPENDITURE/COSTS OF THE ACTION					
1. Costs of staff assigned to the action					
Function / Category	Nb of persons [A]	Days [B]	Daily rate [C]	Sub Total [AxBxC]	
				Excluding VAT	
Operational Staff					
<i>Permanent staff</i>					
1. expert - project leader	1	40	87,00	3.480,00 €	
2. expert - specific tasks	8	30	87,00	20.880,00 €	
				0,00 €	
				0,00 €	
				0,00 €	
				0,00 €	
				0,00 €	
<i>Sub-Total permanent staff</i>				24.360,00 €	
<i>Temporary staff</i>					
				0,00 €	
				0,00 €	
<i>Sub-Total temporary staff</i>				0,00 €	
Administrative staff					
<i>Permanent staff</i>					
3. economic staff	2	10	67,00	1.340,00 €	
				0,00 €	
<i>Sub-Total permanent staff</i>				1.340,00 €	
<i>Temporary staff</i>					
				0,00 €	
				0,00 €	
<i>Sub-Total temporary staff</i>				0,00 €	
Other staff costs					
				0,00 €	
				0,00 €	
<i>Sub-Total other staff costs</i>				0,00 €	
Total staff costs				25.700,00 €	
2. Travel and subsistence costs of staff involved in the action					
Travel costs					
Means of transport	Origin	Destination	Nb of persons [A]	Unit cost [B]	Sub Total [AxB]
					0,00 €
					0,00 €
<i>Sub-Total travel costs</i>					0,00 €
Subsistence costs					
Number of persons [1]	Days [2]	Nights [3]	Daily allowance [4]	Hotel allowance [5]	Sub Total [6]=[1x(2x4)+(3x5)]
					0,00 €
					0,00 €
<i>Sub-Total subsistence costs</i>					0,00 €
Total travel and subsistence costs					0,00 €

3. Costs of purchasing equipment (new or second hand) necessary to implement the action					
Equipment costs with depreciation					
Description	Duration (Months used) [A]	Depreciation period (months) [B]	Percentage of use [C]	Real cost [D]	SubTotal [E]=(A/B)xCx D
					0,00 €
					0,00 €
Sub-Total depreciation costs					0,00 €
Other equipment costs					
Description	Quantity [A]	Unit cost [B]	SubTotal [C]=[A]*[B]		
			0,00 €		
			0,00 €		
Sub-Total other equipment costs					0,00 €
Total equipment costs					0,00 €
4. Costs of consumables and supplies necessary to implement the action					
	Quantity [A]	Unit cost [B]	SubTotal [C]=[A]*[B]		
Postal charges					
			0,00 €		
			0,00 €		
Sub-Total postal charges					0,00 €
Telephone costs					
			0,00 €		
			0,00 €		
Sub-Total telephone costs					0,00 €
Other costs					
			0,00 €		
			0,00 €		
Sub-Total other costs					0,00 €
Total costs of consumables and supplies					0,00 €
5. Costs entailed by other implementation contracts (sub-contracting)					
Brief description of tasks subcontracted	Name of subcontractor (if known)		SubTotal		
update Information database system -analysis and update of NACE 2 and NUTS			5.000,00 €		
Weight of sub-contracting					12,82%
Total costs entailed by other implementation contracts (sub-contracting)					5.000,00 €
6. Any other direct costs					
	Quantity [A]	Unit cost [B]	SubTotal [C]=[A]*[B]		
Information costs (printing, dissemination etc.)					
Printing of reports	2	300,00	600,00 €		
			0,00 €		
Sub-Total information costs					600,00 €
Costs of reports					
			0,00 €		
			0,00 €		
Sub-Total costs of reports					0,00 €

Costs of translation			
			0,00 €
			0,00 €
<i>Sub-Total costs of translation</i>			0,00 €
Rent or leasing			
			0,00 €
			0,00 €
<i>Sub-Total rent or leasing</i>			0,00 €
External audit costs (compulsory for grants exceeding EUR 300 000)			
			0,00 €
			0,00 €
<i>Sub-Total external audit costs</i>			0,00 €
Other costs			
<i>Description of item</i>	<i>Quantity [A]</i>	<i>Unit cost [B]</i>	<i>SubTotal [C]=[A]*[B]</i>
			0,00 €
			0,00 €
<i>Sub-Total other costs</i>			0,00 €
Total other direct costs			600,00 €
Total direct costs			31.300,00 €
7. Eligible indirect costs (= 30% of total staff costs)			
Total indirect costs			7.710,00 €
TOTAL ELIGIBLE COSTS			39.010,00 €
Non-eligible costs			
<i>Brief description of non-eligible costs</i>			<i>SubTotal</i>
Total non-eligible costs			0,00 €
TOTAL COSTS OF THE ACTION			39.010,00 €

B. SOURCES OF FUNDING			
1. Income generated by the action		0,00%	0,00 €
	<i>Quantity [A]</i>	<i>Unit cost [B]</i>	<i>Sub Total [C]=[A]*[B]</i>
Enrolment fees			
			0,00 €
			0,00 €
	<i>Sub-Total enrolment fees</i>		0,00 €
Document sales			
			0,00 €
			0,00 €
	<i>Sub-Total document sales</i>		0,00 €
Other income			
			0,00 €
			0,00 €
	<i>Sub-Total other income</i>		0,00 €
2. Own contribution by the beneficiary		30,65%	11.958,00 €
3. Contribution by other external sponsors		0,00%	0,00 €
4. Contribution requested from the Commission (of total eligible costs)		69,35%	27.052,00 €
		100,00%	39.010,00 €
5. Other contributions (covering non eligible costs)			0,00 €
TOTAL SOURCES OF FUNDING			39.010,00 €

Annex III - Beneficiary's letterhead

For the attention of Mr Rainer Muthmann
The European Commission
Directorate General Eurostat
Unit E.3
BECH C2/633
L-2920 Luxembourg

Reference number of the grant agreement: **50303.2012.001-2012.558**

Title of the grant agreement: **Improvement of water statistics reporting in the Slovak Republic**

Number of request for payment: **xxx**

Period covered by the request for payment: **xxx**

Starting date of the action: **xxx**

Ending date of the action: **xxx**

Dear Sir/Madam,

Please find attached:

- the final technical implementation report;
- the final financial statement specified in Article II.15.4;
- [- the certificate on the action's financial statements and underlying accounts].*

- The total incurred eligible costs of the action amount to: **EUR xxx**
- The incurred eligible costs to be financed by the Commission up to the limit referred to in article I.3.3 amounts to: **EUR xxx**
- *The following pre-financing payment has been received from the Commission:* **EUR xxx**

I (We) hereby request the final payment for which the amount is to be determined by the Commission in accordance with article II.17 of the grant agreement mentioned above.

The payment should be made to the following bank account:

Name of bank: Štátna pokladnica

Address of branch: Radlinského 32, SK – 81005 Bratislava

Precise denomination of the account holder: SHMU

Full account number (including bank codes): 70000391672/8180

IBAN account code: SK1981800000007000391672

I (We) hereby certify that the information contained in this request for payment is complete, faithful and reliable, that the costs incurred can be considered eligible in accordance with the grant agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

I (We) certify that administrative expenditure, staff and equipment costs; including the salary costs of staff contained in this request for payment, correspond to the cost of activities that the public authority concerned would not carry out if the project in question were not undertaken.

I (We) hereby certify that the national rules in matter of travel and subsistence allowances were applied.¹

I (We) hereby certify that VAT is excluded from all costs declared in our financial report.

I (We) hereby certify that any conversion of actual costs into euro was made at the exchange rate as specified in Article I.10.1 of the grant agreement.

Yours faithfully,


[authorised]
signature(s)]

Enclosures:

21-12-2012



¹ This option should be kept by the beneficiary only if national rules were applied.