



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR MIGRATION AND HOME AFFAIRS
Directorate E : Migration and Security Funds; Financial Resources
The Director

GRANT AGREEMENT FOR AN ACTION

AGREEMENT NUMBER – HOME/2020/AMIF/AG/EMAS/0127

ABAC NUMBER: SI2.837170

This Agreement ('the Agreement') is concluded between the following parties:

on the one part,

The European Union ('the Union'), represented by the European Commission ('the Commission'), represented for the purposes of signature of the Agreement by **Ms Beate Gminder**, Director, Directorate E – Migration and Security Funds, Financial Resources of the Directorate General Migration and Home Affairs,

and

on the other part,

1. 'the beneficiary'

Ministry of Migration and Asylum, MMA
196-198 Thivon Avenue
Ag. Ioannis Rentis, Greece, P.C. 18233,

represented for the purposes of signature of the Agreement by the Minister of Migration and Asylum, **Mr Panagiotis Mitarachi**

The parties referred to above

HAVE AGREED

to the Special Conditions ('the Special Conditions') and the following Annexes:

Annex I Description of the action

Annex II General Conditions ('the General Conditions')

Annex III Estimated budget of the action and model financial statement (which also includes a summary financial statement)

Annex IV Model technical report (Annex IV.1: model technical progress report, annex IV.2: final technical implementation report)

Annex V Model financial statement (included in Annex III)

Annex VI Model terms of reference for the certificate on the financial statements when required by the grant agreement

Annex VII Model terms of reference for the certificate on the compliance of the cost accounting practices: *not applicable*

Annex VIII Model terms of reference for the operational verification report: *not applicable*

Annex IX Specific conditions related to visibility

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex II ‘General Conditions’ take precedence over the other Annexes.

SPECIAL CONDITIONS

ARTICLE I.1 — SUBJECT MATTER OF THE AGREEMENT

The Commission has decided to award a grant under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the *action* entitled **METOIKOS – Construction of accommodation facilities METOIKOS in Samos, Kos and Leros islands** as described in Annex I.

By signing the Agreement, the beneficiary accepts the grant and agrees to implement the *action*, acting on its own responsibility.

Article II.13.4 and point ii) of Article II.25.3(a) do not apply.

ARTICLE I.2 — ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

I.2.1 The Agreement enters into force on the date on which the last party signs it.

I.2.2 The *action* runs for **12 months** starting on 1 September 2020 until **31 August 2021**.

ARTICLE I.3 — MAXIMUM AMOUNT AND FORM OF THE GRANT

I.3.1 The *maximum amount of the grant* is **EUR 121 374 372.06**.

I.3.2 The grant takes **the form** of:

- (a) the reimbursement of **100%** of the eligible costs of the *action* ('reimbursement of eligible costs'), which are estimated at **EUR 121 374 372.06** and which are:
 - (i) **actually incurred ('reimbursement of actual costs') for the direct costs of the beneficiaries**
 - (ii) reimbursement of unit costs: not applicable
 - (iii) reimbursement of lump sum costs: not applicable
 - (iv) declared on the basis of a flat rate of **0.33 %** of the eligible direct costs ('reimbursement of flat-rate costs') for the indirect costs for the beneficiary
 - (v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable;
- (b) unit contribution: not applicable;
- (c) lump sum contribution: not applicable;
- (d) flat-rate contribution: not applicable;
- (e) Financing not linked to costs: not applicable.

ARTICLE I.4 — REPORTING — REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS

I.4.1 Reporting periods

The *action* is divided into the following *reporting periods*:

- Reporting period 1: from 01/09/2020 to 28/02/2021 (in view of the second pre-financing)
- Reporting period 2: from month 1 to the last month of the action

The following **progress reports** will have to be submitted by the beneficiary:

1. First progress reports on the implementation of the action during the first quarter of the action, drafted in accordance with Annex IV.1, to be submitted by 31/01/2021 and covering the period 01/09/2020 to 30/11/2020.

The first progress report will focus on the project activities as included in the description of the action under Annex I. This report should include also information on what [REDACTED]

[REDACTED]. A full report on the way that the sustainability of the previous investments was ensured will be included in the final report of the grant.

The submission of the first progress report does not trigger the payment of any additional amount.

2. Second progress reports on the implementation of the action during the second quarter of the action, drafted in accordance with Annex IV.1, to be submitted by 30/04/2021 and covering the period 01/12/2020 to 28/02/2021.

The second progress report will focus on the project activities as included in the description of the action under Annex I. This report should include also information on what [REDACTED]

[REDACTED]. A full report on the way that the sustainability of the previous investments was ensured will be included in the final report of the grant.

The submission of the **second progress report is required for the payment of the second pre-financing.**

In addition to the submission of the second progress report, in order to release the second pre-financing the beneficiary needs to submit:

- relevant studies for [REDACTED] and confirmation of the feasibility, sustainability and operationability of the solution chosen, including fully the 1200 places of the RIC prepared under the IOM project (ref. HOME/2018/ISFB/AG/EMAS/0082). In case an alternative solution [REDACTED] is proposed by the beneficiary, and if the budget differs from the equivalent budget foreseen in the Annex III budget, the beneficiary will have to provide DG HOME with all the relevant and necessary argumentation proving the chosen option is the most cost efficient. It should be noted that if the proposed solution is less expensive, the equivalent budget may be reduced accordingly.

- According to exchanges with the Greek authorities we understand that 3 separate documents will regulate the operation of the MPRICs (the 1/7433/15-04-2019 Ministerial Decision, the 8038/23/22-τγ – GG.118/B/21-1-2015 Ministerial Decision, as well as the draft Ministerial Decision on the Open Reception Accommodation Facilities). The beneficiary should therefore submit clarification on the interaction between these three documents, which will be assessed to ensure full compliance with the EU acquis, as well as a definite plan for [REDACTED]
3. Third progress reports on the implementation of the action during the third quarter of the action, drafted in accordance with Annex IV.1, to be submitted by 31/07/2021 and covering the period 01/03/2021 to 31/05/2021.
The third progress report will focus on the project activities as included in the description of the action under Annex I. This report should include also information on what [REDACTED]
[REDACTED] A full report on the way that the sustainability of the previous investments was ensured will be included in the final report of the grant.
The submission of the third progress report does not trigger the payment of any additional amount.

I.4.2 Request for second pre-financing payment and supporting documents

The beneficiary must submit a request for second pre-financing payment within 60 calendar days following the end of the first reporting period.

The request must be accompanied by the following documents:

- (a) a progress report on the implementation of the *action* ('technical report on progress'), in accordance with the conditions described in point 2 under Article I.4.1;
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the *action* ('statement on the use of the previous pre-financing instalment'). The statement must be drawn up in accordance with Annex V

I.4.3 Request[s] for interim payment[s] and supporting documents

Not applicable

I.4.4 Request for payment of the balance and supporting documents

The beneficiary must submit a request for payment of the balance within 90 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the action ('final technical report'), drawn up in accordance with Annex IV.2, containing:
 - (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of financing not linked to costs, unit costs and lump sums

(where the grant takes the form of the reimbursement of unit or lump sum costs, of financing not linked to costs, or of a unit or lump sum contribution, as provided for in Article I.3.2(a)(ii) and (iii), (b), (c) or (e));
(ii) information on subcontracting as referred to in Article II.11.1(d);

(b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by the beneficiary.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex V and detail the amounts for each of the forms of grant set out in Article I.3.2 for the last reporting period;

(c) a summary financial statement ('summary financial statement').

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by the beneficiary, aggregating the financial statements already submitted previously and indicating the revenue generated by the *action* referred to in Article II.25.3 for the beneficiary other than non-profit organisations.

The summary financial statement must be drawn up in accordance with Annex III;

(d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for the beneficiary, if:

- (i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article I.3.2(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more; and
- (ii) the maximum grant amount indicated for the beneficiary in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate must be produced by an approved external auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VI.

The certificate must certify that the costs declared in the final financial statement by the beneficiary for the categories of costs reimbursed in accordance with Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

In addition, the certificate must certify that all the revenues generated by the *action* referred to in Article II.25.3 have been declared for the beneficiary other than non-profit organisations;

(e) an operational verification report, produced by an independent third party approved by the Commission: *not applicable*

The beneficiary must certify that the information provided in the request for payment of the balance is full, reliable and true.

The beneficiary must also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27.

In addition, the beneficiary must certify that all the revenues generated by the action referred to in Article II.25.3 have been declared for the beneficiary other than non-profit organisations.

I.4.5 Information on cumulative expenditure incurred

In addition to the reporting requirements set out above, the beneficiary must inform the Commission by 31 December each year about the cumulative expenditure incurred by the beneficiary from the *starting date*.

This information is required for the Commission's accounting purposes and may not be used for determining the final amount of the grant.

I.4.6 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements must be drafted in euros.

The beneficiary with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union*, determined over the corresponding reporting period (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm), determined over the corresponding reporting period.

The beneficiary with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

I.4.7 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements must be submitted in English.

ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

The Commission must make the following payments to the beneficiary:

- a first pre-financing payment;

- a second pre-financing payment, on the basis of the request for the second pre-financing payment referred to in Article I.4.2;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

I.5.2 Pre-financing payment[s]

The aim of the pre-financing is to provide the beneficiary with a float. The pre-financing remains the property of the Union until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Commission must make a first pre-financing payment of **EUR 48 549 748.82** to the beneficiary representing **40%** of the maximum amount specified in Article I.3 to the beneficiary within 30 calendar days from the entry into force of the Agreement except if Article II.24.1 applies, and upon condition that the first Steering Committee as described in sub-action 1 of Annex I has been set up and has taken place.

The Commission must make a second pre-financing payment of **EUR 48 549 748.82** representing **40%** of the maximum amount specified in Article I.3 to the beneficiary within 60 calendar days from when the Commission receives the request for second pre-financing payment referred to in Article I.4, except if Article II.24.1 or II.24.2 apply.

If the statement on the use of the previous pre-financing instalment submitted in accordance with Article I.4.2 shows that less than 70 % of the previous pre-financing instalment paid has been used to cover costs of the *action*, the amount of the new pre-financing to be paid must be reduced by the difference between the 70 % ceiling and the amount used.

I.5.3 Interim payment

Not applicable

I.5.4 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions for the implementation of the *action*.

If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Commission must pay the balance **within 90 calendar days** from when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The Commission determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Commission or to an executive agency (under the EU or Euratom budget), up to the maximum amount of the grant.

I.5.5 Notification of amounts due

The Commission must send a *formal notification* to the beneficiary

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment, an interim payment or the payment of the balance.

For the payment of the balance, the Commission must also specify the final amount of the grant determined in accordance with Article II.25.

I.5.6 Interest on late payment

If the Commission does not pay within the time limits for payment, the beneficiary is entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

Late-payment interest is not due if the beneficiary is a Member State of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Agreement).

If the Commission suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payments as provided for in Article II.24.1, these actions may not be considered as cases of late payment.

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article I.5.8. The Commission does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the beneficiary only if the beneficiary requests it within two months of receiving late payment.

I.5.7 Currency for payments

The Commission must make payments in euros.

I.5.8 Date of payment

Payments by the Commission are considered to have been carried out on the date when they are debited to its account.

I.5.9 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the Commission bears the costs of transfer charged by its bank;
- (b) the beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

I.5.10 Payments to the beneficiary

The Commission must make payments to the beneficiary.

Payments to the beneficiary discharge the Commission from its payment obligation.

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

All payments must be made to the beneficiary's bank account as indicated below:

Name of Coordinator: Ministry of Migration and Asylum

Name of bank: [REDACTED]

Precise denomination of the account holder: [REDACTED]

[REDACTED]

Full account number (including bank codes): [REDACTED]

IBAN code: [REDACTED]

ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

I.7.1 Data controller

The entity acting as a data controller as provided for in Article II.7 is:

European Commission
Directorate-General Migration and Home Affairs
Directorate F - Financial Audit, Data Management and Risk Assessment
Unit F.1 – Assurance, Audit and Compliance
LX46 04/026
B-1049 Brussels
e-mail address: home-notifications-F1@ec.europa.eu

I.7.2 Communication details of the Commission

Any communication addressed to the Commission must be sent to the following address:

European Commission
Directorate-General Migration and Home Affairs
Directorate E – Migration and Security Funds, Financial Resources
Unit E.2 – National Programmes and EMAS for South and East Europe

LX46 05/018
B-1049 Brussels
e-mail address: home-emergency@ec.europa.eu

I.7.3 Communication details of the beneficiary

Any communication from the Commission to the beneficiary must be sent to the following address:

[REDACTED]
[REDACTED]
Ministry of Migration and Asylum
Keranis Building,
196-198, Thivon str.,
PC 18233, Agios Ioannis Rentis,
Athens, Greece

Email address [REDACTED] [migration.gov.gr](mailto:[REDACTED]@migration.gov.gr)

ARTICLE I.8 — INELIGIBILITY OF VALUE ADDED TAX

As an exception to Article II.19.2(h), paid value added tax (VAT) is not eligible for activities engaged in as a public authority by the beneficiary (meaning activities matching the concept of sovereign powers exercised by Member States), where it is a State, regional or local government authority or another body governed by public law.

ARTICLE I.9 — SPECIAL PROVISIONS ON BUDGET TRANSFERS

As an exception to the first subparagraph of Article II.22, budget transfers between budget categories (*heading*) above 20% of the estimated eligible costs of the *action* specified in Article I.3.2. require written prior approval from the Commission.

ARTICLE I.10 – COSTS OF EU OFFICIALS

The payment of honoraria, fees or the reimbursement of costs incurred due to the participation in the project of civil servants (including national experts, other agents or staff) of the Institutions of the European Union/EU Agencies may not be charged to the budget of the project.

ARTICLE I.11 — ELIGIBILITY OF EQUIPMENT COSTS

As an exception to Article II.19.2(c), the full cost of purchase of equipment is eligible, subject to the following conditions:

- either the total cost of the individual equipment piece is less than EUR 2 000 or,
- if higher, the full cost of purchase is listed in Annex III.
- the equipment shall continue to be used for the same objectives pursued by the project after the project has ended, for the minimum duration of:
 - o three years or more for Information and Communication Technology (ICT) equipment;

- five years or more for other types of equipment such as operating equipment and means of transport.

Outside these cases, depreciation will apply.

SIGNATURES

For the beneficiary

Panagiotis MITARACHI

Minister

For the Commission

Beate GMINDER

Director

[*signature*]

[*e-signed*]

Done at [*place*], [*date*]

Done at Brussels, 13 November 2020

In duplicate in English