



Financial Assistance to Joint Investigation Teams for urgent and/or unforeseen actions falling outside the scope of the regular Eurojust JIT funding scheme with call for proposals

## INVITATION

19 February 2024 – 31 December 2024

## 1. OBJECTIVE AND SCOPE

Providing technical and financial support to joint investigation teams (JITs) is part of Eurojust's mission to stimulate and improve the coordination of investigations and prosecutions in cross-border criminal cases, as provided by Articles 2 and 4 of Regulation (EU) 2018/1727 of the European Parliament and of the Council of 14 November 2018 on the European Union Agency for Criminal Justice Cooperation (Eurojust), and replacing and repealing Council Decision 2002/187/JHA<sup>1</sup> (the Eurojust Regulation).

Eurojust is providing financial and logistical support to JITs through the [regular funding cycle](#) which includes eight calls for proposals published throughout each financial year. This invitation aims at providing targeted financing to urgent and/or unforeseen activities of JITs that are of a distinctly operational nature, outside the eight calls for proposals, in line with the Article 64(2) of the Eurojust Regulation.

## 2. BUDGET ALLOCATION

The budget for financial support available under this invitation shall be sourced from the Eurojust JITs Funding budget allocation (€ 1,942,000<sup>2</sup> for the year 2024) which covers all of Eurojust's available JITs funding schemes.

Eurojust reserves the right not to award all the available budget.

## 3. ADMISSIBILITY REQUIREMENTS

- a) The funding application shall be submitted at the latest five (5) working days<sup>3</sup> before the start of the planned action(s), subject to provision b) hereunder. Applications will be acknowledged by Eurojust by e-mail, indicating the date of receipt. During periods covered by Eurojust public holidays<sup>4</sup>, the acknowledgement of receipt of the application will be sent out on the first working day following the holiday. Applicants need to be aware that Eurojust will not be able to process applications nor to award grants during Eurojust public holidays. Hence, applicants are invited to consider this when submitting their application.
- b) The funding application may be submitted less than five (5) working days before the start of the action, provided that the applicant can demonstrate the need for starting the action prior to the signature and communication of the Award Decision.
- c) The fully completed application shall be submitted using the official Application Form and related Budget Estimate file (in EUR) published on the Eurojust [website](#) (section "Urgent funding").
- d) The application shall be signed and each page initialled by the appointed representative prior to submission.
- e) The application shall be drafted in one of the EU official languages. English is preferred in order to facilitate the evaluation procedure.

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<sup>1</sup> OJ L 295, 21.11.2018, p. 138 (as amended by Regulation (EU) 2022/838, OJ L 148, 31.5.2022, p. 1-5; and Regulation (EU) 2023/2131, OJ L, 11.10.2023, p. 1-14).

<sup>2</sup> Single Programming Document

<sup>3</sup> The count of 5 working days begins on the day of acknowledgment of receipt of the application. Applications received on working day after 16:00 (CET) may be acknowledged on the next working day.

<sup>4</sup> The public holidays endorsed by Eurojust for 2024 are as follows: 1-2 January, 28-29 March, 1 April, 1 May, 9-10 May, 20 May, 15 August, 1 November, 23-31 December 2024.

- f) The application shall identify at least one bank account of a public institution of a State involved in the JIT that is already known and acknowledged by Eurojust. Should the communicated bank account prove not to be already known and acknowledged by Eurojust in accordance with the applicable financial rules, the applicant will be requested to provide a completed Financial Identification Form for this account within a set deadline. In such cases, award of a grant will only be made once this condition is fulfilled.
- g) The maximum amount available per application shall be EUR 8,000 excluding co-financing of 5%.
- h) Only one application for urgent action(s) to be implemented during a fourteen (14) day action period shall be submitted on behalf of a JIT.
- i) Foreseen action(s) shall not be covered by any other Funding Award Decision.
- j) Applications shall be submitted, together with any other documentation where necessary, by e-mail to [jits@eurojust.europa.eu](mailto:jits@eurojust.europa.eu).

## 4. EXCLUSION CRITERIA

### 4.1. Exclusions from participation and exclusion from award

The applicant will be excluded from participating in the grant award procedure and from the grant award if (s)he is in any of the situations referred to in Articles 136 of the EU Financial Regulation<sup>5</sup>, i.e. one of the following situations:

- a) the person or entity is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure provided for under Union or national law;
- b) it has been established by a final judgment or a final administrative decision that the person or entity is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- c) it has been established by a final judgment or a final administrative decision that the person or entity is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person or entity belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
  - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the implementation of the legal commitment;
  - ii. entering into agreement with other persons or entities with the aim of distorting competition;
  - iii. violating intellectual property rights;

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<sup>5</sup> REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012

- iv. attempting to influence the decision-making of the authorising officer responsible during the award procedure;
  - v. attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
- d) it has been established by a final judgment that the person or entity is guilty of any of the following:
- i. fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council<sup>6</sup> and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995<sup>7</sup>;
  - ii. corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997<sup>8</sup>, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA<sup>9</sup>, or corruption as defined in other applicable laws;
  - iii. conduct related to a criminal organisation as referred to in Article 2 of Council Framework Decision 2008/841/JHA<sup>10</sup>; EN L 193/94 Official Journal of the European Union 30.7.2018;
  - iv. money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council<sup>11</sup>;
  - v. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA<sup>12</sup>, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
  - vi. child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council<sup>13</sup>;
- e) the person or entity has shown significant deficiencies in complying with main obligations in the implementation of a legal commitment financed by the budget which has:
- i. led to the early termination of a legal commitment;
  - ii. led to the application of liquidated damages or other contractual penalties; or
  - iii. been discovered by an authorising officer, OLAF or the Court of Auditors, or the European Public Prosecutor's Office<sup>14</sup> following checks, audits or investigations;

<sup>6</sup> Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

<sup>7</sup> OJ C 316, 27.11.1995, p. 48.

<sup>8</sup> OJ C 195, 25.6.1997, p. 1.

<sup>9</sup> Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54).

<sup>10</sup> Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42).

<sup>11</sup> Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC (OJ L 141, 5.6.2015, p. 73).

<sup>12</sup> Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3).

<sup>13</sup> Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1).

<sup>14</sup> Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of

- f) it has been established by a final judgment or final administrative decision that the person or entity has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95<sup>15</sup>;
- g) it has been established by a final judgment or final administrative decision that the person or entity has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- h) it has been established by a final judgment or final administrative decision that an entity has been created with the intent referred to in point (g).

#### **4.2. A financial contribution will not be granted to an applicant who is a natural or legal person:**

- a) who is a member of the administrative, management or supervisory body of the person or entity referred to in Article 135(2) of the EU Financial Regulation, or who has powers of representation, decision or control with regard to that person or entity, and who is in one or more of the situations referred to in points (c) to (h) of paragraph 1 of this Article;
- b) that assumes unlimited liability for the debts of the person or entity referred to in Article 135(2) of the EU Financial Regulation, and who is in one or more of the situations referred to in point (a) or (b) of paragraph 1 of this Article;
- c) who is essential for the award or for the implementation of the legal commitment and who is in one or more of the situations referred to in points (c) to (h) of paragraph 1.

Administrative and financial penalties may be imposed on applicants who are guilty of misrepresentation.

The applicant shall, by way of signing the Agreement on the application form, declare that none of the entities or participants to the JIT fall under one of the situations listed within the exclusion criteria.

## **5. ELIGIBILITY**

### **5.1. Eligible actions**

- a) Through these grants, support may be provided to the following actions:
  - meetings of the JIT, and/ or participation in investigative measures carried out in the territory of another State;
  - interpretation during activities of the JIT, including during investigative measures, and translation of evidentiary material or procedural or case-related documents;
  - cross-border transportation of seized items, evidentiary material or procedural or case-related documents;
  - specialist expertise for the purpose of the JIT;
  - purchase of low-value equipment<sup>16</sup> to be used for the purpose of JIT activities; and
  - hire of IT/electronic equipment and/or licences and software for the purposes of JIT activities.

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the European Public Prosecutor's Office.

<sup>15</sup> Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

<sup>16</sup> "Low-value equipment" is to be understood as defined in the section 9.6 below.

- b) This financial support may be provided for action(s) that is/are urgent and/or unforeseen; and that could not be included within a funding application form during a regular published call for proposals due to justifiable reasons, such as:
- strict deadlines within the investigation as stipulated by national laws (e.g. custody deadlines);
  - possible risks (e.g. damage of evidence) and/or threats (e.g. to witnesses);
  - other duly justified circumstances dependent on external factors (e.g. joint action days that have to take place urgently).

## 5.2. Eligible costs

- a) Eligible costs related to these actions shall be the following:
- travel and accommodation costs (including domestic costs);
  - interpretation (including during investigative measures) and translation costs (including of evidentiary material or procedural or case-related documents);
  - transportation costs for transferring items;
  - specialist expertise costs;
  - low-value equipment purchase costs;
  - IT/electronic equipment/licences/software hire costs; and
  - indirect costs (7 %).
- b) In order to be eligible, the costs incurred by the beneficiary shall be:
- incurred exclusively in relation to cross-border operational activities of the JIT; and
  - incurred during the duration of the action; and
  - indicated in the estimated overall budget<sup>17</sup>; and
  - necessary for the implementation of the action(s) which is/are the subject of the grant; and
  - 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; and
  - reasonable, justified, and complying with the principle of sound financial management, in particular regarding economy and efficiency; and
  - complying with the requirements of applicable tax and social legislation.

## 5.3. Starting date and duration of the action(s)

- a) The planned action(s) shall be completed within the action period of fourteen (14) calendar days. The applicant shall determine the start date of the action period in the application form. Any costs incurred before or after the fourteen (14)-day action period shall not be eligible. No extension of this action period shall be possible.
- b) A grant may be awarded (as indicated under point 7 Award Criteria) for an action that has already begun only where the applicant can demonstrate the necessity of starting the action

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<sup>17</sup> As provided by the applicant within the Excel overview document, required by Eurojust as part of the application process.

before the Award Decision. In all instances, the starting date of the action cannot be before the date of submission of an application.

- c) Grants shall not be awarded for actions that are already completed as of the date of the submission of the application.

#### **5.4. Loan of equipment**

- a) As part of the funding programme, laptops with secure connections and mobile telephones are available for loan. The loan includes the payment of all line/connection charges without the need for a separate application.
- b) The maximum loan period is the duration of the JIT, including possible extensions. Upon expiry of the JIT, if beneficiaries wish to use the equipment for a longer period, they must submit a copy of the extension of the JIT agreement. The same equipment will be loaned for the duration of the extension of the JIT.
- c) Applicants are asked to substantiate any requests for the lending of equipment, which will be decided upon by Eurojust taking into consideration the overall objectives of the JIT as described above and the availability of relevant infrastructures in the area of investigations.
- d) The lending of equipment is subject to availability and the submission of the necessary form (the IT Equipment Request) within one month of issuance of the Award Decision. If the form is not submitted within that period, the equipment will no longer be reserved.
- e) Eurojust can only deliver equipment to recipients within Member States at its own costs.
- f) The beneficiary shall return the loaned laptop and/or mobile telephone to Eurojust immediately upon expiration of the JIT for which it has been loaned; or when requested to do so by Eurojust. Eurojust can only arrange the pick-up of the loaned equipment in Member States at its own costs.
- g) Such equipment will remain the property of Eurojust at all times; and must be returned in good working order within four weeks of the end of the loan period.
- h) The beneficiaries shall be held fully liable for any damage or loss of equipment caused either by themselves or any third party. The beneficiaries shall reimburse to Eurojust the equivalent of the value of the damage or loss.

#### **5.5. Eligibility criteria**

- a) The applicant shall prove the existence of a JIT by providing a copy of the valid JIT agreement, edited to exclude any operational personal data and including possible extensions; unless a copy of the signed JIT agreement and an extension covering the action period have already been provided.
- b) National members, their deputies or their assistants shall be invited to participate in any JIT involving their Member State and for which Eurojust funding is provided. Financial support is subject to such invitation. A Eurojust case ID number shall be required and thus indicated in the application.

### **6. SELECTION CRITERIA**

- a) The application for financial assistance must be submitted by the JIT leader(s) or JIT member(s) of an EU Member State with delegated authority, in his/her professional capacity, to



demonstrate the professional competencies required to participate in a JIT. The JIT leader may delegate the submission of an application to another person with relevant professional competency (i.e. JIT National Expert, Eurojust College Member, Europol Liaison Officer).

## 7. AWARD CRITERIA

- a) Applications which meet the requirements of eligibility and selection criteria as mentioned above, shall be assessed against the following award criteria:
- justification of the urgency of the action(s) in the context of the investigation;
  - reasons put forward as to why funding could not be requested through the regular funding procedure; and
  - justification for submitting the application less than five (5) working days before the start of the action, where applicable.
- b) Applications, which do not adequately justify the urgency of the action(s), shall not be considered for the award of a grant and shall subsequently be rejected. Funding for actions foreseen in the application which was rejected may be sought again, provided that new circumstances of operational nature occurred.
- c) Eurojust shall complete the evaluation procedure within five (5) working days<sup>18</sup> of the date of acknowledgement of receipt of the application. The evaluation process will commence once the application is considered admissible and eligible. If the application is considered not admissible and/or eligible, the JITs Network Secretariat will contact the applicant who should rectify its application within one working day.
- d) The Award Decision shall be communicated to the JIT by email to the contact person mentioned in the application.

## 8. IMPLEMENTATION OF THE GRANT

- a) The actions planned in the awarded application shall be completed within the action period as indicated in the Award Decision.
- b) Costs incurred prior or after the action period indicated in the respective Award Decision will be deducted from the total invoiced amount<sup>19</sup>.
- c) Costs related to activities different from those foreseen in the awarded application shall not be accepted for reimbursement. Purchased equipment different from the items foreseen in the awarded application will not be reimbursed.
- d) If the application is successful, a specified amount shall be reserved pending the submission of a request for reimbursement (using the Reimbursement Claim Form). The reserved funds shall remain available until the deadline fixed for submitting a request for reimbursement (one month following the last day of the action period). No reimbursement shall be made if the request for reimbursement arrives after the deadline, except for duly justified exceptions as stated below.
- e) Claims after the deadline may exceptionally be accepted provided that:

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<sup>18</sup> The five-day period starts on the day which follows the day on which the application was acknowledged.

<sup>19</sup> Only actions completed within the action period are eligible for reimbursement. In cases where the cost item (e.g. one translation task) is incurred partly within the action period and partly outside (prior or after), the invoiced amount will be reduced by a pro-rata adjustment.



- the award is not yet fully consumed by other JIT party(ies) that submitted claims within the deadline;
  - the financial commitment is not yet closed (de-committed)<sup>20</sup>; and
  - the claimant provides a valid justification<sup>21</sup> as to why the claim is submitted after the deadline.
- f) A request for reimbursement shall be submitted, together with supporting evidence, by a competent authority of a State involved in the JIT. The relevant Reimbursement Claim Form and financial templates (available on Eurojust’s [website](#) - section “Urgent funding”) shall be used and sent with all required supporting documentation by e-mail to [jits@eurojust.europa.eu](mailto:jits@eurojust.europa.eu). Claims shall be fully completed, signed and dated by the representative authority.
- g) Documents shall be sent at the latest within one month of the last day of the action period. No reimbursement will be made before Eurojust has received all requests for reimbursement related to the same award.
- h) Reimbursement shall be made within a maximum of 60 days from the deadline for submission of claims, unless the required set of supporting documents is not complete. In this case, no reimbursement shall be made if the clarification or additional information required is not provided within the set deadline.
- i) Reimbursement shall be made exclusively to public institutions of States involved in the JIT, not to individuals.

### **8.1. Supporting documents for reimbursement**

- a) Each claimed direct cost shall be supported by documentary evidence.
- b) Documents shall be:
- originals; or
  - copies with an official declaration that the originals have been filed with the organisation for internal accounting purposes and are available for audit purposes at the premises of the organisation.
- c) The following documents shall be provided:
- duly completed Reimbursement Claim Form, including the Report on Funded Actions and relevant annexes;
  - travel and accommodation costs: any set of documents allowing confirmation of the implementation of the actions and the following details: class and means of transportation, actual costs of the travel and/or accommodation, location of the action, duration of the action, and number of participants, kilometre estimation if applicable (for domestic travel). If traveling requires a car rental, a copy of the invoice and concluded rental agreement should be provided;
  - interpretation and translation costs: the invoices of the contractor, including, specifically, the amount, the start and end dates of the actual service provided, the source and target language(s), the number of words/hours/pages, the rate (per word, hour, page) and the VAT, if applicable;
  - transportation costs for transferring items: the invoices of the contractor/supplier,

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<sup>20</sup> The claimant may contact the JITs Network Secretariat to verify whether the financial commitment is closed or not.

<sup>21</sup> Valid justifications are only those falling beyond the control of the claimant(s).

- including, specifically, the start and end dates of the actual service provided and a description of the transferred items;
- specialist expertise costs: the invoices of the contractor, including, specifically, the amount, the type of expertise, the start and end dates of the actual service provided, and the VAT, if applicable;
  - purchase of low-value equipment: the invoices of the contractor/supplier, including, specifically, the amount, the type of equipment (e.g. hardware, software, licences), specification and/or description, the number of units, the unit price, purchase and delivery date, and the VAT, if applicable;
  - hire of IT/electronic equipment/licences/software: the invoices of the contractor/supplier, including, specifically, the amount, the type of equipment/licence/software including specification and/or description, the number of units, the unit price, the start and end dates of the actual service provided, and the VAT, if applicable; and
  - indirect costs (7%): supporting documents are not required.
- d) For each cost claim, complete supporting documents - including proof of payment (through bank account or cash) - shall be filed at the premises of the organisation for internal accounting purposes and made available for checks and audits for three years following reimbursement. Eurojust reserves the right, upon receipt of the request for reimbursement or at a later stage, to require the submission of this set of documents in specific situations.
- e) In the event in which beneficiaries are not able to participate in operational activities due to reasons related to force majeure, expenses related to travel or accommodation may be considered as eligible for reimbursement in the framework of the JIT funding programme if:
- they could not be cancelled and reimbursed by the provider; and
  - they could not be reimbursed by another source (e.g. an insurance provider).
- f) The claimant shall provide a declaration of honour confirming that the planned action could not be implemented due to force majeure and a proof that the beneficiaries took all the necessary steps to limit the claimed expenses (e.g. form/email to provider and to travel insurance asking for reimbursement of expenses).

## **9. FINANCIAL PROVISIONS**

### **9.1 General**

- a) VAT is not eligible for reimbursement.
- b) To comply with the co-financing principle, Eurojust shall reimburse 95% of the total eligible costs. This means that the amount stipulated in the Award Decision shall be reimbursed fully only in the event that this amount constitutes less than or equal to 95% of the total eligible costs. An amount of at least 5% of the total eligible costs shall be borne by the national authorities of the JIT parties.

## 9.2. Travel and accommodation

- a) Travel and accommodation costs shall be reimbursed on the basis of the actual costs, not exceeding the ceilings established for each category (with exception of car and car rental), following the principles set out in Article 186 of [Regulation \(EU, Euratom\) 2018/1046](#) of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014 and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193, 30.7.2018, p. 1).
- i. Ceilings for travel:
- cross-border return flight to and from EU Member States - EUR 460 per person; domestic return flight within EU Member States - EUR 276 per person;
  - cross-border return flight to and from non-EU countries within Europe<sup>22</sup> - EUR 560 per person; domestic return flight within non-EU countries within Europe<sup>23</sup> - EUR 276 per person;
  - cross-border return flight to and from non-EU countries outside Europe - EUR 1450 per person; domestic return flight to and from non-EU countries outside Europe – EUR 276 per person;
  - cross-border return trip by train/bus within EU and non-EU - EUR 380; domestic return trip by train/bus within EU and non-EU – EUR 228 per person;
  - cross-border return trip by boat within EU and non-EU - EUR 140 per person; domestic return trip by boat within EU and non-EU – EUR 84 per person.
- ii. Ceilings for accommodation:
- ceilings applicable to this funding mechanism published on the Eurojust [website](#) (section “Urgent funding”) will apply.
- b) As a general rule, flight costs shall be reimbursed for economy fares up to the applicable ceiling from the city of departure to the destination. Flight costs for business fares shall be reimbursed if the traveller proves that there was no other flight at the time of booking or that such flight was cheaper than an economy flight.
- c) Travel by train shall be reimbursed for direct second class train fare from the city of departure to the destination and up to the applicable ceiling. First class train fare shall be reimbursed if the traveller proves that a second class train fare was not available or is cheaper than a second class train fare.
- d) The costs of travel by duty or private car shall be reimbursed on the basis of a unit rate:
- EUR 180 for a return cross-border trip by car, and EUR 108 for a return domestic trip by car - per vehicle carrying up to three passengers<sup>24</sup>.
- e) Car rental can be used in situations where duty or private car are not feasible options and/or in the interest of the JIT’s operational activity. The category of vehicle must correspond to the requirements of the JIT’s operational activity, taking account of the number of passengers, the

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<sup>22</sup> Incl. Iceland

<sup>23</sup> Incl. Iceland

<sup>24</sup> For the purposes of calculating this unit cost, one car shall be deemed to carry up to three passengers. As such, the unit cost of EUR 180 will be reimbursed on the basis of multiples of three passengers (with four to six passengers being reimbursed EUR 360, etc.).

distance to be travelled and the place of the JIT's operational activity. Car rental actual costs shall be reimbursed on the basis of the rental invoice intended for the period of the cross-border operational activities of the JIT (excluding any extra days or holidays). Costs incurred by rental car outside the period of the cross-border operational activity of the JIT, will be calculated in proportion to the actual number of days of the cross-border operational activity (i.e. pro-rata adjustment).

- f) In addition to the car rental price, a kilometric allowance of EUR 0.12 per kilometre, will be applicable. The distance in kilometres is calculated on the basis of:
- the driven kilometres indicated in the car rental agreement and/or invoice, if applicable; or the fastest route between the place of car rental and the place of the operational JIT activity.
- g) Fuel bills, cleaning or other applicable costs (e.g. parking, tolls) outside of the rental charge and kilometric allowances as defined above, will not be reimbursed. Fuel charges included in the rental invoice will not be reimbursed.
- h) All insurance charges are eligible for reimbursement.
- i) Only a single means of transportation per trip will be accepted for reimbursement. However, a combination of means of transportation may be accepted in cases of duly-justified force majeure.
- j) Eligible costs shall relate to costs incurred by:
- JIT leaders and/or JIT members;
  - other national public authorities participating in the cross-border operational activities of the JIT;
  - third parties mandated by JIT leaders and/or JIT members to participate in the cross-border operational activities of the JIT;
  - victims and witnesses in relation with investigative measures conducted by the JIT.
- k) Only travel costs relating to specific and clearly identifiable activities shall be eligible. Travel to destinations other than those the members of the JIT are located shall be shown to be relevant to the JIT.
- l) Domestic travel costs (i.e. travel costs incurred by persons participating in JIT activities within their own State) may only be reimbursed if related to a JIT activity with the actual participation of the other participating State(s). Such costs are eligible when distance travel exceeds 200 km per one-way journey.
- m) No reimbursement will be made for any travel under 200 km per one-way journey.
- n) Domestic accommodation costs (i.e. accommodation costs incurred by persons participating in JIT activities within their own State) may only be reimbursed if related to a JIT activity with the actual participation of the other participating State(s).
- o) Costs associated with hotel accommodation (such as breakfast, wi-fi, minibar) will not be accepted for reimbursement and will be deducted from the claim if applicable.

### **9.3 Interpretation and translation costs**

- a) Actual costs of interpretation and translation - including travel and other costs directly associated with the interpretation and/or translation indicated on the invoice - may be

reimbursed.

## 9.4 Transportation costs for transferring items

- a) Actual costs of cross-border transport of seized items, evidentiary material, procedural or case-related documents (e.g. courier service, excess baggage costs for air travel) - including other costs directly associated with the transportation indicated on the invoice – may be reimbursed.

## 9.5 Specialist expertise

- a) Actual costs of specialist expertise- including travel and other costs directly associated with the expertise indicated on the invoice - may be reimbursed.

## 9.6 Purchase of low-value equipment

- a) Low-value equipment items eligible for reimbursement are:
- IT hardware (including accessories) and software;
  - software licences;
  - electronic devices.
- b) Full purchase price of the low value equipment may be covered by the JITs funding programme, on the condition that:
- local public procurement rules have been followed;
  - the low-value equipment remains a property of the national authority that is party to the JIT and is therefore inventoried in the organisation in which it is installed;
  - the low-value equipment is required for use in cross border cooperation;
  - the purchase cost is between EUR 75 and EUR 1,000 per unit (excluding VAT costs);
  - the total amount requested for purchase of low-value equipment shall not exceed EUR 4,000 per application.
- c) Each low-value equipment items shall be considered as separate equipment units only if the invoice clearly lists the items and their corresponding price separately. If the low-value equipment items are purchased and invoiced together (as a set or package), they shall be considered as only one unit.
- d) Shipping costs for delivery of the purchased low-value equipment, insurance costs, maintenance and other associated costs indicated on the invoice are not eligible for reimbursement.
- e) Software and software licenses costs are eligible only if incurred during the awarded action period.

## 9.7 Hire of IT/electronic equipment and licences/software

- a) Hired equipment items eligible for reimbursement are:
- IT hardware (including accessories) and software;
  - software licences;
  - electronic devices

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- other associated costs<sup>25</sup> indicated on the invoice.
  - b) The hire of equipment/licences/software will be reimbursed on the basis of the actual costs and under the condition that local public procurement rules have been followed when applicable.
  - c) Only rental costs incurred for the purpose of JIT activity and within the action period will be eligible for reimbursement.

## 9.8 Indirect costs

- a) Eligible direct costs are costs indirectly incurred by the JIT parties to implement the planned action(s). Those costs are calculated and funded on flat rate bases of 7% of the total eligible direct costs to cover any overhead costs incurred during JIT operational activity(ies)<sup>26</sup>.

## 10. GENERAL PRINCIPLES

- a) The conditions enumerated in this Invitation shall apply to the Financial Assistance to Joint Investigation Teams for urgent and/or unforeseen actions falling outside the scope of the regular Eurojust JIT funding scheme with call for proposal and constitute an integral part of the application. The provision of financial assistance shall take the form of a grant.
- b) The submission of an application shall not result in any entitlement to funds.
- c) In the event of funds being awarded to the applicant, the completed application and the Award Decision shall constitute a grant agreement between Eurojust and the applicant.
- d) JITs involving at least one Member State are eligible to receive funding. Member States and non-EU countries that are parties to, or participants in, a JIT involving one or more Member States are eligible for funding.
- e) Participants in a JIT shall not be eligible for reimbursement if they are participants from EU bodies/agencies (e.g. Eurojust, Europol, OLAF).
- f) Eurojust shall not fund attendance at Europol meetings under the Eurojust financial support to JITs programme.
- g) The applicant agrees to perform an evaluation of the JIT at the time of or following its closure and to submit a completed JIT evaluation form to Eurojust. The evaluation form, as well as guidance and support to carry out the evaluation, can be found on Eurojust's [website](#).
- h) The applicant agrees that Eurojust may use the information it receives, once it has been anonymised and aggregated, for analysis (including the evaluation of a JIT) and dissemination to interested parties. To prevent double funding of the same costs and protect the financial interests of the European Union, exchange of relevant information with EU institutions, agencies and bodies may take place.
- i) Eurojust shall notify applicants of any refusal of an application or any decision to terminate financial assistance. Such refusal or termination shall not be subject to compensation. These conditions are subject to change and revision at the discretion of Eurojust.
- j) Activities already funded under another EU programme are not eligible for financing.

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<sup>25</sup> Such costs include e.g. installation, maintenance, troubleshooting, transportation, insurance, technical support, etc.

<sup>26</sup> Examples of indirect costs: costs related to general administration and management, costs of standard office equipment (such as furniture, consumables), costs of office space (such as water, heating, electricity), costs of maintenance, insurances and safety costs, and costs of communications, and other expenses which are not covered by direct costs.

- k) Eurojust reserves the right to suspend, terminate or cancel the grant agreement, reduce the grant amount, or seek recovery, should any of the following situations arise after the applicant has been given an opportunity to present his/her observations:
- if the JIT agreement has not been extended for the corresponding action period and if it has been confirmed by the applicant that no money will be claimed under the grant agreement;
  - if amounts exceeding the financial ceilings set out in the grant agreement have been paid;
  - if amounts paid in accordance with the grant agreement are higher than the actual costs incurred by the applicant for the action or if the operating budget reveals a surplus *ex post*;
  - if, in respect of loaned equipment, usage costs are manifestly disproportionate, or equipment is not returned in good working condition;
  - if the applicant has been unable to prove his/her costs as per these terms and conditions;
  - in the event of false declarations and/or claims made by the applicant;
  - if the same costs are financed twice by the European Union budget (double funding situation).

## 11. PUBLICITY

- a) Unless Eurojust requests or agrees otherwise, any communication or publication made by the beneficiaries of the JITs funding, whether done jointly or individually, that relates to the funded action, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, in electronic form, etc.), shall:
- indicate that the action has received funding from Eurojust; and
  - display the Eurojust [logo](#); additional information on the use of the logo is available on Eurojust's website.
- b) The obligation to display the Eurojust logo does not confer on the beneficiaries a right of exclusive use.
- c) Beneficiaries are invited to inform the Eurojust Corporate Communications Unit ([communications@eurojust.europa.eu](mailto:communications@eurojust.europa.eu)) when planning any communication action (press release, social media post, etc.) of the results or outcome of the case supported by the JIT.

## 12. AUDIT

- a) The Court of Auditors shall have the power of audit, on the basis of documents and on the spot, over all grant beneficiaries, contractors and subcontractors who have received Union funds from Eurojust.
- b) OLAF may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions and procedures laid down in Regulation (EC) No 883/2013<sup>27</sup> and Council Regulation (Euratom, EC) No 2185/96<sup>28</sup> with a view to establishing whether there have been any irregularities affecting the financial interests of the Union in connection with expenditure funded by Eurojust.

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<sup>27</sup> Regulation (EU, EURATOM) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999, (OJ L248, 18.9.2013, p.1)

<sup>28</sup> Council Regulation (EURATOM, EC) N° 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p.2)



### **13. DATA PROTECTION**

The personal data contained in the application, once completed and submitted, and in any subsequent communication with the applicant, is treated by Eurojust as confidential and will be processed only for purpose of the management of the grant procedures carried out by Eurojust in accordance with the applicable [Regulation 2018/1725<sup>29</sup>](#) and [Eurojust Data Protection Rules<sup>30</sup>](#). For further details on how we process personal data please consult [Data Protection Notice](#).

### **14. MEANS OF REDRESS (COMPLAINTS) – EUROPEAN OMBUDSMAN**

If, at any stage of the administrative treatment of grant applications, the persons or entities concerned consider that they have been affected by an instance of maladministration, they may, irrespective of any other means of redress, make a complaint to the European Ombudsman in accordance with Article 228(1) of the Treaty on the Functioning of the European Union and as provided by the Parliament Decision of 9 March 1994 on the regulations and general conditions governing the performance of the Ombudsman's duties published in Official Journal L 113 of 4 May 1994.

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<sup>29</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

<sup>30</sup> Rules of Procedure on the Processing and Protection of Personal Data at Eurojust.