

# Terms and conditions applicable to Eurojust's financial assistance to the activities of Joint Investigation Teams (JITs)

## I. Generalities

1. These terms and conditions apply to Eurojust's financial assistance to JITs (hereinafter referred to as the "Eurojust JIT funding programme") and constitute an integral part of the application. The provision of financial assistance will take the form of a grant.
2. The provision of financial assistance is subject to availability. The amounts to be reimbursed, the applicable ceilings, and the award procedure are all subject to change from one published call for proposals to another.
3. The submission of an application does not result in any entitlement to funds.
4. 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.
5. Financial assistance is provided for cases supported by Eurojust. Therefore national members, their deputies or their assistants, shall be invited by the JIT to participate in any JIT involving their Member State and for which Eurojust funding is sought. Financial support is subject to such invitation.
6. 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.
7. Participants in a JIT are not eligible for reimbursement if they are participants from EU bodies/agencies (e.g. Eurojust, Europol, OLAF).
8. Eurojust does not fund attendance at Europol meetings under the Eurojust JITs funding programme.
9. The applicant agrees to perform an evaluation of the JIT at the time of, or in the days 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](#).
10. 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 to protect the financial interests of the European Union, the exchange of relevant information with EU institutions, agencies and bodies may take place.
11. Unless Eurojust requests or agrees otherwise, any communication or publication made by beneficiaries of JIT funding; whether done jointly or individually; that relates to the funded action(s), including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, in electronic form, etc.), shall:
  - a) indicate that the action has received funding from Eurojust; and



- b) display the Eurojust [logo](#); additional information on the use of the logo is available on Eurojust's website.

The obligation to display the Eurojust logo does not confer on beneficiaries a right of exclusive use.

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. Eurojust shall notify applicants of any refusal of an application, or of any decision to terminate financial assistance. Such refusal or termination shall not be subject to compensation. These terms and conditions are subject to change from one published call for proposals to another and to revision at the discretion of Eurojust.
13. Activities already funded under another EU programme are not eligible for Eurojust financing.
14. Eurojust reserves the right to suspend, terminate or cancel the grant agreement, make a reduction of the award granted, or to seek recovery of an awarded sum, should any of the following situations arise after the applicant has been given an opportunity to present his/her justifications:
  - a) 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;
  - b) if amounts exceeding the financial ceilings set out in the grant agreement have been paid;
  - c) 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*;
  - d) if, in respect of loaned equipment, usage costs are manifestly disproportionate, or equipment is not returned in good working condition;
  - e) if the applicant has been unable to prove his/her costs as per these terms and conditions; or
  - f) in the event of false declarations and/or claims made by the applicant;
  - g) if the same costs are financed twice by the European Union budget (double funding situation).

## II. Actions supported and eligible costs

15. 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;
  - the JIT's evaluation, or actions in relation to investigative or judicial procedures directly deriving from the JIT in which its results are to be used;
  - 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>1</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.
16. 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%).
17. Any financing is necessarily subject to the limited availability of funds. To enable reasonable distribution, and to achieve the objectives of JITs funding as described above, a ceiling of EUR 50,000 has been set for each application.
18. 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; and
  - necessary for the implementation of the action(s) which is/are the subject of the grant;
  - 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.
19. VAT is not eligible for reimbursement.
20. To comply with the co-financing principle, Eurojust will reimburse 95% of the total eligible costs under the call for proposals. This means that the amount stipulated in the Award Decision will be reimbursed fully only in the event that this amount is 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.

#### **A. Travel and accommodation costs**

21. Travel and accommodation costs will be reimbursed on the basis of the following unit costs, following the principles set out in Article 181 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).

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<sup>1</sup> “Low-value equipment” is to be understood as defined in the section E. below.

Nature of travel/accommodation (*)	Applicable unit costs for <u>cross-border travel</u>	Applicable unit costs for <u>domestic travel</u>
<b>Return flight within EU</b>	EUR 280 per person	EUR 168 per person***
<b>Return flight to/from/within non-EU countries</b>	EUR 340 per person	EUR 168 per person***
<b>Return flight to/from/within overseas countries/territories</b>	EUR 880 per person	EUR 168 per person***
<b>Return trip by car (**)</b>	EUR 180 per vehicle(**)	EUR 108 per vehicle(**)
<b>Return trip by train/bus</b>	EUR 230 per person	EUR 138 per person
<b>Return trip by boat</b>	EUR 80 per person	EUR 48 per person
<b>Accommodation</b>	State-specific rate, according to the list published on Eurojust's <a href="#">website</a> (Reimbursement section).	State-specific rate, according to the list published on Eurojust's <a href="#">website</a> (Reimbursement section).
<p>(*) For the purposes of applying travel unit costs, both the point of departure and final destination will be taken into account.</p> <p>(**) 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.).</p> <p>(***) All domestic return flights on the territory of EU Member State, non-EU countries and overseas countries will be reimbursed on the basis of one unit rate EUR 168.</p> <p><b>Remark: in case the means of transport are combined (e.g. flight for one trip and train for the return trip), half of each unit cost will be reimbursed.</b></p>		

22. Eligible direct 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.
23. Only travel costs relating to specific and clearly identifiable activities are eligible. Travel to destinations other than those where members of the JIT are located must be shown to be relevant to the JIT.
24. 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.
25. Domestic travel costs (i.e. travel costs incurred by persons involved 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 the travel distance exceeds 200 km per one-way journey.

26. No reimbursement will be made for any travel under 200 km per one-way journey.
27. Domestic accommodation costs (i.e. accommodation costs incurred by persons involved 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).
28. 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.

Specific conditions apply to the car rental:

- a) 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 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).
- b) 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.
- c) 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.
- d) All insurance charges are eligible for reimbursement.

#### **B. Interpretation and translation costs**

29. 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.

#### **C. Transportation costs for transferring items**

30. Actual costs of cross-border transportation 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.

#### **D. Specialist expertise costs**

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

#### **E. Purchase of low-value equipment**

32. Low-value equipment items eligible for reimbursement are:
- IT hardware (including accessories) and software;
  - software licences<sup>2</sup>;
  - electronic devices.
33. 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; and
  - 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; and
  - the low-value equipment is required for use in cross border cooperation; and
  - the purchase cost is between EUR 75 and EUR 1,000 per unit (excluding VAT costs); and
  - the total amount requested for purchase of low-value equipment shall not exceed EUR 7,500 per application.
- 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.
34. 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.
35. Software and software licenses costs are eligible only if incurred during the awarded action period.

#### **F. Hire of IT/electronic equipment and licences/software**

36. Hired equipment items eligible for reimbursement are:
- IT hardware (including accessories) and software;
  - software licences including subscription costs;
  - electronic devices;
  - other associated costs<sup>3</sup> indicated on the invoice.
37. The hire of equipment/licences/software is reimbursed on the basis of the actual costs and under the condition that local public procurement rules have been followed when applicable.
38. Only rental costs incurred for the purpose of JIT activity and within the action period will be eligible for reimbursement. Costs incurred outside the action period will be deducted by pro-rata adjustment.

<sup>2</sup> Periodic subscription costs shall be reimbursed under the cost category “hire of equipment”.

<sup>3</sup> Such costs include e.g. installation, maintenance, troubleshooting, transportation, insurance, technical support, etc.

### G. Indirect costs

39. Eligible indirect 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>4</sup>.

## III. Loan of equipment

40. 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.

41. 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.

42. 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.

43. 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.

44. Eurojust delivers equipment at its own costs only to recipients within Member States.

45. 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.

46. 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.

47. 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.

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<sup>4</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.



## IV. Procedure

### A. Submission of applications and admissibility criteria

48. Any application for financial assistance must be submitted using Eurojust's Joint Investigation Teams Portal and electronic application system<sup>5</sup>, accessible from Eurojust's website (hereinafter referred to as the 'JITs-PS').
49. An application submitted via the JITs-PS is considered received by Eurojust when it reaches its server and the receipt is confirmed by the automatic message from the JITs-PS.
50. The application must be complete - including description of the JIT, planned activities and foreseen costs.
51. The application must 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<sup>6</sup>.
52. The application must be received by Eurojust on the day of the deadline at the latest. Applications will be acknowledged by Eurojust by e-mail, indicating the date of receipt.
53. Only one application for the same JIT shall be sent within one application deadline. In case of submission of multiple applications from the same JIT, Eurojust invites the applicant(s) to confirm which of the applications is relevant; and to withdraw the other application(s) within the given deadline. If no confirmation is received within the given deadline, only the latest application of the JIT will be accepted for further evaluation, and the other application(s) received will be rejected.
54. JITs are not allowed to be awarded a grant in two consecutive calls.
55. Grants shall not be awarded for actions that are already completed as of the date of the submission of the application.
56. Applicants can seek support in the application process by sending an e-mail to [jits@eurojust.europa.eu](mailto:jits@eurojust.europa.eu). Please be aware that to enable a smooth processing of submitted applications, support cannot be guaranteed on the last day of the application deadline.

### B. Exclusion criteria

57. The Applicant will be excluded from participating in a 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>7</sup>, i.e. one of the following situations:

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<sup>5</sup> Should the applicant encounter technical difficulties with the electronic system, s/he should contact the JITs Network Secretariat at [jits@eurojust.europa.eu](mailto:jits@eurojust.europa.eu).

<sup>6</sup> 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.

<sup>7</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



- 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;
  - 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>8</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>9</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>10</sup>, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA<sup>11</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>12</sup>; EN L 193/94 Official Journal of the European Union 30.7.2018;

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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.

<sup>8</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>9</sup> OJ C 316, 27.11.1995, p. 48.

<sup>10</sup> OJ C 195, 25.6.1997, p. 1.

<sup>11</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>12</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).

- 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>13</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>14</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>15</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>16</sup> following checks, audits or investigations;
  - 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>17</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).
58. 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.

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<sup>13</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>14</sup> Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3).

<sup>15</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>16</sup> Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office.

<sup>17</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).

59. Administrative and financial penalties may be imposed on applicants who are guilty of misrepresentation.
60. The applicant shall, by way of submitting the application, declare that none of the entities or participants to the JIT fall under one of the situations listed within the exclusion criteria.

### C. Eligibility criteria

61. The applicant must prove the existence of a JIT by providing a copy of the signed JIT agreement, edited to exclude any identifying data and including possible extensions<sup>18</sup>; unless a copy of the signed JIT agreement and an extension covering the action period of the relevant call for proposals has already been provided in a previous application.
62. 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.

### D. Selection criteria

63. The application 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).

### E. Award criteria

64. Eligible applications will be evaluated by the Evaluation Committee. Eligible applications will be ranked, taking into account the following award criteria:
- 1) investigation of a terrorist offence, genocide, crimes against humanity, war crimes, a crime identified as a priority in the [Council conclusions setting the EU's priorities for the fight against serious and organised crime for 2022-2025](#), or other serious cross-border crimes which Eurojust is competent to deal with;
  - 2) number of States involved;
  - 3) number of previous successful applications submitted to Eurojust by the JIT;
  - 4) complexity of the JIT; and
  - 5) purpose of the actions and justification of estimates.
65. The authorising officer of Eurojust will on the basis of the evaluation decide upon the successful applicants, the awarded amount and equipment item(s) for each application, giving the reasons for such a decision, including when it is inconsistent with the opinion of the Evaluation Committee. The decision will then be communicated to the JIT (i.e. to the contact person mentioned in the application).

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<sup>18</sup> If the JIT has already expired and funding is sought for the purposes of the evaluation or in relation to investigative or judicial procedures directly deriving from the JIT in which its result is to be used, a copy of the last extension available before the closure of the JIT shall be provided.

If the JIT expires before the end of the relevant action period, it should be indicated in the application whether the JIT will be extended or whether funding is requested also for purposes of the evaluation or in relation to investigative or judicial procedures directly deriving from the JIT in which its result is to be used.

## F. Implementation of the grant

### Action period

66. The actions planned in the awarded application shall be completed within the action period as indicated in the Award Decision<sup>19</sup>.
67. Costs incurred prior or after the action period indicated in the respective Award Decision will be deducted from the total invoiced amount<sup>20</sup>, except in authorised situations as described under Article 69 below.
68. The actual date(s) of implementation of the action(s) (e.g. dates when translation of documents took place) - and not the date of issuance of invoice or invoice payment date - is relevant at the reimbursement stage and shall fall within the action period in order to accept the costs for reimbursement.

### Changes in planned actions

69. Certain modifications (minor exceptions) to planned actions may be accepted as explained in the table below:

Cost category	Type of modification	Modification accepted (yes/no)	Accepted based on <sup>21</sup>
Travel and accommodation	Prior or after action period	Yes	Operational justification provided by the claimant
	Different destination	Yes	Operational justification provided by the claimant
Translation and interpretation	Prior or after action period	No	n/a
	Different language(s)	Yes	a) Without justification b) Without justification c) Operational justification provided by the claimant
	a) Working language of the institutions of the European Union <sup>22</sup> b) Official language of the Member States or participating States of the JIT c) Languages other than those planned in the awarded application and other than those indicated in the points above		
Transportation costs for transferring items	Prior or after action period	No	n/a

<sup>19</sup>Grants will not be awarded retroactively for actions already completed. A grant may be awarded for an action which has already begun after the date of the deadline for application submission and before the start date of the action period, provided that the applicant can demonstrate the need for starting the action prior to the start date of the action period.

<sup>20</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 pro-rata adjustment.

<sup>21</sup> Some modifications might be accepted based on operational justification provided by the claimant. Such justification shall explain the operational need for such exception.

<sup>22</sup> Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish.

Specialist expertise	Prior or after action period	No	n/a
	Different type of expertise	Yes	Operational justification provided by the claimant
Purchase of low-value equipment	Prior or after action period	No	n/a
	Different low-value equipment	Yes	Operational justification provided by the claimant
Hire of equipment of IT/electronic equipment/software and licences	Prior or after action period	No	n/a
	Different type of IT/electronic equipment/software and licences.	Yes	Operational justification provided by the claimant

70. The minor exceptions outlined in this sub-section may be granted upon the condition that:

- the overall scope of the award has not been changed;
- all the conditions of eligibility of the costs are fulfilled;
- the reimbursement still serves the same purpose as that for which the grant had been awarded; and
- the additional or alternative actions, related to an unpredictable development of the investigation, serve the same purpose as those planned activities originally foreseen.

### **Extension of the action period**

71. The action period may be extended for an additional three months through a request for an extension, submitted to the JITs Network Secretariat. The request, using the [official template](#), must be submitted at least one working day<sup>23</sup> before the end date of the action period indicated in the Award Decision. The submission of a request for an extension precludes the submission of a new application for the same or overlapping action period (to prevent double funding).

72. The conditions for extension of the action period are as follows:

- only JITs which were already awarded funding can apply for an extension of the action period;
- the extension can be requested only for the three months immediately following the action period indicated in the Award Decision;
- only activities already mentioned in the original awarded application can be implemented during the extended action period, i.e. no new actions can be undertaken;
- during the extended action period, the JIT can spend only funds that were originally awarded;
- an extension is only valid once confirmed by Eurojust. The extension is granted by an Amendment to the Award Decision.

## **G. Reimbursement**

73. If the application is successful, a specified amount will be reserved pending the submission of a request for reimbursement (using the Reimbursement Claim Form). The reserved funds will remain available until the deadline fixed for submitting a request for reimbursement (one month following the last day of the action period). No reimbursement will be made if the

<sup>23</sup> Working days are defined as Monday to Friday except for public holidays adopted pursuant to Article 61 of the Staff Regulations of Officials of the European Union and Articles 16 and 91 of the Conditions of Employment of Other Servants of the European Union (CEOS), laid down by Council Regulation (EEC, Euratom, ECSC) No 259/68.

request for reimbursement arrives after the published deadline for submission, except for duly justified exceptions as stated below.

74. Claims after the deadline may be accepted by way of an exception provided that:
- 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>24</sup>;
  - the claimant provides a valid justification<sup>25</sup> as to why the claim is submitted after the deadline.
75. 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.
76. 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.
77. 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.
78. Reimbursement shall be made exclusively to public institutions of States involved in the JIT, not to individuals.

## H. Supporting documents

79. Each claimed direct cost shall be supported by documentary evidence.
80. Documents shall be:
- electronic 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.
81. The following documents shall be provided:
- travel and accommodation costs:  
any set of documents allowing confirmation of the implementation of the actions and the following details: location of the action, means of transport, 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. The following documents are particularly considered to provide such confirmation:

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<sup>24</sup> The claimant may contact the JITs Network Secretariat to verify whether the financial commitment is closed or not.

<sup>25</sup> Valid justifications are only those falling beyond the control of the claimant(s).



Type of cost	Documents (for each person travelling)
Travel by flight and accommodation costs related to the same action	Booking confirmation or invoice for the flight
Travel by train or ferry and accommodation costs related to the same action	Tickets or invoice for the train or ferry
Travel by car and accommodation costs related to the same action	Invoice for the accommodation

*Note: the list of supporting documents displayed in the table above should not be seen as exhaustive. If the documents listed cannot be provided in a given situation, other supporting documents may be considered admissible, provided they meet the criteria referred to above. In any case of combined means of transport, the supporting document(s) for each segment of the journey/journeys will be required.*

- 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, 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:
  - 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.

82. 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.



83. 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).

The claimant shall provide a declaration of honour confirming that the planned action could not be implemented due to force majeure, alongside proof that the beneficiaries took all the necessary steps to limit the claimed expenses (e.g. form/email to service provider and/or to travel insurance provider, seeking reimbursement of expenses).

#### I. Audit

84. 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.
85. 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 and Council Regulation (Euratom, EC) No 2185/96<sup>26</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.

#### J. Data Protection

86. The personal data contained in the application, once completed and submitted, and in any subsequent communications with the applicant, is treated by Eurojust as confidential and will be processed only for the purpose of the management of the grant procedures carried out by Eurojust, in accordance with the applicable [Regulation 2018/1725](#)<sup>27</sup> and [Eurojust Data Protection Rules](#)<sup>28</sup>. For further details on how we process personal data please consult the [Data Protection Notice](#).

#### K. Means of redress (complaints) - European Ombudsman

87. 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.

<sup>26</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).

<sup>27</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>28</sup> Rules of Procedure on the Processing and Protection of Personal Data at Eurojust.