

# 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 third States 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, if edited to prevent identification of any person, 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:

- 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.

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 is provided to the following actions:
  - meetings of the JIT;
  - participation in investigative measures carried out on the territory of another State;
  - cross-border transportation of seized items, evidentiary material or procedural or case-related documents;

- specialist expertise costs incurred for the purpose of the JIT;
- purchase of low-value equipment to be used for the purpose of JIT activities;
- 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.

16. Eligible costs related to these actions are as follows:

- travel and accommodation 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; and
- purchase of low-value equipment.

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. Eligible costs shall satisfy the following criteria:

- costs must be incurred exclusively in relation to cross-border operational activities of the JIT;
- costs must be necessary for the performance of the actions for which funding has been sought, and must be carried out within the agreed time-frame;
- costs must be reasonable, justified and in accordance with the principles of sound financial management;
- costs must be incurred by the beneficiary:
  - during the lifetime of the JIT; in subsequent investigative or judicial procedures in which the result of the JIT is used; or during the evaluation of the JIT<sup>1</sup>; and
  - within the period indicated in the relevant call for proposals; and
- costs must be recorded in the accounting records of the beneficiary, determined according to the applicable accounting standards of the State where the beneficiary is established and according to the usual cost accounting practices of the beneficiary.

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 Member States.

#### **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

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<sup>1</sup>Eligible costs shall always be linked to the cross-border nature of the JIT. In the given situation, they could consist of e.g. costs of a follow-up meeting organised to examine the evidence collected by the JIT, translation costs of evidence collected by the team, or translation of a verdict passed in one of the States involved that is necessary for the investigation or prosecution of the case in another involved State. Under no circumstances shall the JITs funding programme be used to cover costs incurred in exclusively national proceedings.

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).

Nature of travel/accommodation (*)	Applicable unit costs
Return flight within EU	EUR 280 per person
Return flight to and from non-EU States	EUR 340 per person
Return flight to and from overseas States/territories	EUR 880 per person
Return trip by car (**) (EU/non-EU)	EUR 180 per vehicle(**)
Return trip by train/bus (EU/non-EU)	EUR 230 per person
Return trip by boat (EU/non-EU)	EUR 80 per person
Accommodation (EU/non-EU)	State-specific rate, according to the list published on Eurojust's <a href="#">website</a> (Reimbursement section).
<p><b>(*) For the purposes of applying travel unit costs</b>, both the point of departure and final destination will be taken into account.</p> <p><b>(**)</b> 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><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 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. No reimbursement will be made for domestic and local travel (i.e. travel costs incurred by persons involved in JIT activities within one State only).

25. 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).

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

26. Actual costs of interpretation and translation - including travel and other associated costs for interpreters and translators - can be reimbursed.

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

27. Actual costs of cross-border transportation of seized items, evidentiary material, procedural or case-related documents can be reimbursed (e.g. courier service, excess baggage costs for air travel).

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

28. Actual costs of specialist expertise can be reimbursed.

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

29. The purchase of low-value equipment (e.g. hardware, software, licences) will be reimbursed on the basis of the actual costs subject to conditions laid down below.
30. Full purchase price of the equipment may be covered by the JIT's funding programme, subject to the following conditions:
- 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 100 and EUR 750 (excluding VAT costs)<sup>2</sup>;
  - the total amount requested for purchase of low-value equipment shall not exceed EUR 7,500 per application.

### **III. Lending of equipment**

31. As part of the funding programme, laptops with secure connections, secure mobile telephones, scanners and printers are available for loan. The loan includes the payment of all line/connection charges without the need for a separate application. 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.

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<sup>2</sup> Software and licences used for operating the hardware are eligible for funding and considered as one unit together with the hardware. Additional specialist/professional software different from the basic operating software shall be considered as a separate unit.

32. 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, the unavailability of relevant infrastructure in the area of investigation, other technical factors, and operational demand.
33. 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.
34. Eurojust can only deliver equipment to recipients within Member States at its own costs.
35. The beneficiary shall return the loaned IT equipment 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 IT equipment in Member States at its own costs.
36. 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.
37. The beneficiaries shall be held fully liable for any damage or loss of IT equipment or mobile telephones caused either by themselves or any third party. The beneficiaries shall reimburse to Eurojust the equivalent of the value of the damage or loss.

## IV. Procedure

### A. Submission of applications and admissibility criteria

38. Any application for financial assistance must be submitted using Eurojust's Joint Investigation Teams Portal and electronic application system<sup>3</sup>, accessible from Eurojust's website (hereinafter referred to as the 'JITs-PS').
39. 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.
40. The application must be complete - including description of the JIT, planned activities and foreseen costs.
41. 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>4</sup>.

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<sup>3</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>4</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 case, award of a grant will only be made once this condition is fulfilled.

42. 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.
43. 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.
44. JITs are not allowed to be awarded a grant in two consecutive calls.
45. 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

46. 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>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;

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<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).



- 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;
- 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).

47. 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 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 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).

48. Administrative and financial penalties may be imposed on applicants who are guilty of misrepresentation.
49. 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

50. The applicant must prove the existence of a JIT by providing a copy of the signed JIT agreement (edited to exclude any identifying data), including possible extensions<sup>16</sup> (unless a copy of the signed JIT agreement with an extension covering the action period of the relevant call for proposals has already been provided in a previous application).
51. 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

52. 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

53. 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 and/or of 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.
54. Eurojust will decide upon the actual amounts and equipment awarded for each application, taking into account the ranking based on the above-mentioned criteria, available funds, the number of applications received, the availability of equipment, and the amount sought in each

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<sup>16</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.

application. The decision is then communicated to the JIT (i.e. to the contact person mentioned in the application).

## F. Implementation of the grant

### Action period

55. The actions planned in the awarded application shall be completed within the action period indicated in the Award Decision<sup>17</sup>.
56. Costs incurred outside the action period may be accepted for reimbursement by way of an exception based on operational justification.

### Change of language/travel destination

57. Translation and interpretation from/to languages other than those planned in the awarded application will be accepted for reimbursement in the following cases:
- the language of the translation/interpretation is a working language of the institutions of the European Union<sup>18</sup>;
  - the language of the translation/interpretation is an official language of the Member States or participating States of the JIT.
58. Translation and interpretation from/to languages other than those planned in the awarded application and other than those indicated in point 57 above may be accepted for reimbursement by way of an exception based on operational justification.
59. Travel and accommodation costs incurred in relation to actions carried out in States other than those planned in the awarded application may be accepted for reimbursement by way of an exception based on operational justification.
60. Such minor exceptions as outlined under points 57, 58 and 59 may be granted upon condition that:
- the overall scope of the award has not been changed;
  - 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 the planned activities.

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<sup>17</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>18</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.

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

61. 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>19</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).
62. 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.

### **Use of funds in one cost category and transfer between cost categories**

63. Based on operational needs and priorities, beneficiaries are permitted to utilise the awarded funds, and to offset in part or in full any of the direct costs indicated in the application within one cost category<sup>20</sup>, without exceeding the total amount initially requested for the relevant cost category. In addition, transfers between cost categories are permitted within a limit of 20% of the total amount awarded.

## **G. Reimbursement**

64. 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 request for reimbursement arrives after the published deadline for submission. No extension of the period for submission of claims will be possible.

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](#)) shall be used and sent with all required supporting documentation by e-mail to [jits@eurojust.europa.eu](mailto:jits@eurojust.europa.eu).

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<sup>19</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.

<sup>20</sup> The cost categories for costs eligible for reimbursement are: 1. travel and accommodation costs, 2. interpretation and translation costs, 3. transportation costs for transferring items, 4. specialist expertise costs, and 5. purchase of low-value equipment.

63. Documents shall be sent at the latest within one month of the last day of the action period.
64. Claims shall be fully completed, signed and dated by the representative authority.
65. No reimbursement will be made before Eurojust has received all requests for reimbursement related to the same award.
66. Reimbursement may be suspended if the required set of supporting documents has not been submitted. No reimbursement will be made if the clarification or additional information required is not provided within the set deadline.
67. Reimbursement shall be made within a maximum period of 60 days from the deadline for submission of claims, excluding suspension periods.
68. Reimbursement will be made exclusively to public institutions of States involved in the JIT, not to individuals.

#### H. Supporting documents

69. Each claimed cost shall be supported by documentary evidence.
70. 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.
71. The following documents shall be provided:
- travel and accommodation costs:
    - a summary report; and
    - any set of documents allowing confirmation of the implementation of the actions and the following details: location of the action, means of transport, duration and number of participants. The following documents are particularly considered to provide such confirmation:

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, 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; and
- purchase of low-value equipment:
  - the invoices of the contractor, 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.

72. 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.

73. 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

73. 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.

74. 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>21</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

75. The information contained in the application, once completed and submitted, and in any subsequent communications with the applicant, is treated by Eurojust as confidential; other than for budgetary control and auditing purposes; and will be processed in accordance with the applicable [Regulation 2018/1725](#)<sup>22</sup> and [Eurojust Data Protection Rules](#)<sup>23</sup>. For further details please consult the [Data Protection Notice](#).

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

76. 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>21</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>22</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>23</sup> Rules of Procedure on the Processing and Protection of Personal Data at Eurojust.