ANNEX IV FINAL REPORTING DOCUMENTS

The final reporting documents referred to in Article I.6 of this Grant Agreement must be submitted on paper in duplicate (1 original and 1 copy) within three months following the end date of the project as specified in Article I.2.2 of this Grant Agreement.

An **electronic version** (USB memory stick or CD-Rom) of the Technical Implementation Report (Word document), the Summary (Word document) and the Cost Claim file (Excel document) **must also be submitted.**

The Technical Implementation Report (word) and the Cost Claim file (excel) can be downloaded from the ISEC webpage: http://ec.europa.eu/home-affairs/funding/isec/funding_isec_en.htm

- 1. The **Technical Implementation Report** must be precise, correctly completed using the existing template; all questions must be answered; duly signed and dated by the Authorised Signatory.
- 2. The **Detailed Budget Execution Sheet (Sheet 4 of the Cost Claim file).** This sheet is for entering the data on the <u>actual</u> implementation of the project both in terms of expenditure and income. The encoding has to follow the same logic and order as in the Forecast Budget (Sheet 2 of the Cost Claim file). Please use the same headings/references, objectives, actions and descriptions. At this stage, it is important to insert the <u>real incurred costs and the real income</u>, no estimates, no lump sums (except for the indirect costs)!

Also the pre-financing payments received from the Commission should be included under the budget reference "J".

In addition to the forecasted budget, this sheet has a column for inserting the beneficiary's accounting reference. This accounting reference can be an exact entry in the accountancy or an analytical reference making it possible to consolidate information, in order to facilitate its analysis. In case of an audit, this reference is part of the audit trail.

The columns L, M, N, O and P are reserved for the Commission to analyze the beneficiary's statement and to indicate the rejected amounts which are not considered eligible as well as the amounts not eligible but accepted for the calculation of the **no-profit rule**. The Commission grant may only cover the remainder of the costs necessary for the project implementation. Consequently, the total revenue related to the project is deducted from the total amount of accepted expenditure. Where there is a surplus, the contribution of the beneficiary/ies is reduced. If the surplus is higher than the beneficiary's/beneficiaries' own contribution, the rest of the profit shall remain with the EU, meaning that the EU grant will be reduced up to the balancing figure between accepted costs and other income. The calculation of the no-profit rule results in the amount "C" (cell E28) in the Budget and Execution Summary (Sheet 5 of the Cost Claim file).

If relevant, the Commission inserts an explanation on specific lines, in order to facilitate the beneficiary's understanding of the Commission's position and identifying the amounts retained as ineligible, and as accepted or not.

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In the Budget and Execution Summary (Sheet 5 of the Cost Claim file), the amounts are automatically inserted and consolidated by budget heading/item. It provides the amounts of the estimated expenditure, the declared, the eligible and the accepted expenditure. It also enlists the estimated and the declared income.

It further shows the final calculation of the amount of the grant and of the final payment or reimbursement.

- 3. A **summary** of maximum two pages in English (Word document) summarising the objectives, the context, the target groups, the activities (what and where), the achievements and the deliverables of the project. This summary is to be published on the website of the Commission, DG Home Affairs, within the framework of its information and dissemination activities.
- 4. All the deliverables produced within the framework of the ISEC project, such as reports, surveys, CD-ROMs, DVDs, and other deliverables and documents produced within the framework of the project (an electronic version of all these documents must be also provided); where courses, seminars, conferences, studies, etc. are concerned, signed attendance lists, agendas, results of the evaluation made by the participants and copies of the conclusions or proceedings;
- 5. The Cost Claim Form (Sheet 6 of the Cost Claim file). This sheet is in fact the final payment request to be completed by the beneficiary. By default, the information introduced in the first sheet 'ID form' is copied to this form. Similarly, the amount of the final payment (cell E33) and the interests yielded by the pre-financing payments (E32) are copied from Sheet 5 'Budget & Execution Summary'. The declaration regarding the VAT-status must be encoded by the beneficiary (D31 or D32). Finally, the legal representative of the beneficiary has to date and sign the cost claim and send the original paper copy by postal mail to the Commission.

In accordance with Council Directive 2006/112/EC of 28/11/06 value added tax (VAT) is a non-eligible cost unless the beneficiaries can show that they are unable to recover it. It should be noted that VAT paid by public bodies is not an eligible cost (cf. Article II.14.4).

In accordance with Art. II.20.2 of the Grant Agreement, the beneficiaries shall keep at the Commission's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement, stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of five years from the date of payment of the balance specified in Article I.5.

The

Customs Chamber in Katowice – Poland Official legal form: Public law body Official registration number: none

Official address in full: PL 40-136 ul. Sloneczna 34 Katowice Poland

VAT number: 634-001-15-66,

("the co-beneficiary"), represented for the purposes of signature of this mandate by Subinspector Mr. Dariusz Rostkowski, Deputy Director in Customs Chamber in

Katowice

of the one part,

and

National Tax and Customs Administration of Hungary

Official legal form: Public law body Official registration number: none

Official address in full: H-1054 Budapest Széchenyi utca 2.

VAT number: HU15789934,

("the co-ordinator"), represented for the purposes of signature of this mandate by Dr.

Ildikó Vida, President

of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement "Improving efficiency of the international co-operation against fuel counterfeiting — HOME/2011/ISEC/AG/4000002597" between the European Commission and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the European Commission. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.

- 2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the European Commission, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the co-beneficiary's participation in the action.
- 3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
- 4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Commission.
- 5. A copy of this mandate shall be annexed the above agreement and shall form an integral part of it.

For the co-beneficiary

For the co-ordinator

Dariusz Rostkowski

Deputy Director in Customs Chamber in Katowice

Ildikó Vida

President

08.11.2012 morths Signature + Date

Signature + Date

Elisak

Done at

2012 **NOV** 2 1.

2 upoważnienia Dyrektora Izby Celnej w Katowicach Zastępca Dyrektora

podinspektor ceiny Dariusz Rostkowski

In duplicate in English

Financial Directorate of the Slovak Republic

Official legal form: Public law body Official registration number: none

Official address in full: Vazovova 2 818 11 Bartislava, Slovak Republic

VAT number: none

("the co-beneficiary"), represented for the purposes of signature of this mandate by Ms Mária Machová, President of the Financial Administration of the Slovak Republic

of the one part,

and

National Tax and Customs Administration of Hungary

Official legal form: Public law body Official registration number: none

Official address in full: H-1054 Budapest Széchenyi utca 2,

VAT number: HU15789934,

("the co-ordinator"), represented for the purposes of signature of this mandate by Dr.

Ildikó Vida, President

of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement "Improving efficiency of the international co-operation against fuel counterfeiting — HOME/2011/ISEC/AG/4000002597" between the European Commission and the co-ordinator

The following:

The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the European Commission. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.

- 2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the European Commission, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the co-beneficiary's participation in the action.
- 3. The co-beneficiary hereby agrees to do everything in his power to help the coordinator fulfil the co-ordinator's obligations under the above agreement. In
 particular, the co-beneficiary hereby agrees to provide to the co-ordinator
 whatever documents or information may be required, as soon as possible after
 receiving the request from the co-ordinator.
- 4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Commission.
- 5. A copy of this mandate shall be annexed the above agreement and shall form an integral part of it.

For the co-beneficiary

František Imrecze

President of the Financial Administration of the Slovak Republic

Signature 4 Date

12 NOV. 2012

Done at 32ATISCAVA

For the co-ordinator

Ildikó Vida

President

Signature + Date

Done at

2012 NOV 2 1

In dupticate in English

and the same

Annex V

MANDATE

National Customs Authority of Romania Official legal form: Public law body Official registration number: nonce

Official address in full: 13 Matei Millo Street Bucharest, Romania

VAT number: none

("the co-beneficiary"), represented for the purposes of signature of this mandate by Mr.,

Dorel Fronea Vice-president of the National Agency for Fiscal Administration

of the one part,

and

National Tax and Customs Administration of Hungary

Official legal form: Public Law body Official registration number: none

Official address in full: H-1054 Budapest Széchenyi u. 2.

VAT number: HU15789934

("the Co-ordinator"), represented for the purposes of signature of this mandate by Dr. Ildikó

Vida President

of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement *Improving efficiency of the international co-operation against fuel counterfeiting - HOME/2011/ISEC/AG/4000002597*" between the European Commission and the Co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in its name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the European Commission. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.

- 2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the European Commission, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the co-beneficiary's participation in the action.
- 3. The co-beneficiary hereby agrees to do everything in his power to help the coordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator
- 4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the Co-beneficiary and the Co-ordinator which may have an effect on the implementation of the above agreement between the Co-ordinator and the Commission.
- 5. A copy of this mandate shall be annexed to the above agreement and shall inform an integral part of it.

For the Co-beneficiary

Dorel Fronea

for Fiscal Administration

Vice-president of the Nationa

Signature+ Date

Done at

For the Co-ordinator

Ildikó Vida

President

Signature + Date

Done at

2012 NOV 2 1.

In duplicate in English

Czech Customs Administration - Czech Republic

Official legal form: Public law body Official registration number: none

Official address in full: Budějovická 7, 140 96, Prague 4 Czech Republic

VAT number: none

("the co-beneficiary"), represented for the purposes of signature of this mandate by Mr

Pavel Novotny, Director-General

of the one part,

and

National Tax and Customs Administration of Hungary

Official legal form: Public law body Official registration number: none

Official address in full: H-1054 Budapest Széchenyi utca 2.

VAT number: HU15789934,

("the co-ordinator"), represented for the purposes of signature of this mandate by Dr.

Ildikó Vida, President

of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement "Improving efficiency of the international co-operation against counterfeiting fuel HOME/2011/ISEC/AG/4000002597" between the European Commission and the coordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the European Commission. Accordingly, the co-

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beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.

- 2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the European Commission, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the co-beneficiary's participation in the action.
- 3. The co-beneficiary hereby agrees to do everything in his power to help the coordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
- 4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the coordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Commission.
- 5. A copy of this mandate shall be annexed the above agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary

For the co-ordinator

Pavel Novotný,

Director-General

President

Ildikó Vida

Signature + Dat

Signature + Date

Done at

Done at

2012 NOV 2 1.

In duplicate in English

ne A,

National Customs Agency of the Republic of Bulgaria

Official legal form: Public law body Official registration number: none

Official address in full: 47. G.S. Rakovski Str., 1202 Sofia Bulgaria

VAT number: 627597

("the co-beneficiary"), represented for the purposes of signature of this mandate by Mr.

Vanyo Tanov, Director General

of the one part,

and

National Tax and Customs Administration of Hungary

Official legal form: Public law body Official registration number: none

Official address in full: H-1054 Budapest Széchenyi utca 2.

VAT number: HU15789934,

("the co-ordinator"), represented for the purposes of signature of this mandate by Dr.

Ildikó Vida, President

of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement "Improving efficiency of the counterfeiting international co-operation against fuel HOME/2011/ISEC/AG/4000002597" between the European Commission and the coordinator.

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the European Commission. Accordingly, the cobeneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.

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- 2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the European Commission, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the co-beneficiary's participation in the action.
- 3. The co-beneficiary hereby agrees to do everything in his power to help the coordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
- 4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the coordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Commission.
- 5. A copy of this mandate shall be annexed the above agreement and shall form an integral part of it.

For the co-beneficiary

Vanyo Tanov, Director General

Signature + Date

Done at Sofra

For the co-ordinator

Ildikó Vida President

M. Vide

Signature + Date

Done at

2012 NOV 2 1.

In duplicate in English

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Annex VI

Specific conditions related to publicity obligations for a grant awarded by the European Commission under the Specific Programme "Prevention of and Fight against Crime" (ISEC)

1. Information requirements for any communication or publication

Where the Coordinator and Co-beneficiaries are involved in visibility activities they shall inform the public, press and media of the action (internet included), which must, in conformity with Article II.5 of the Grant Agreement, visibly indicate the mention:

"With the financial support of the Prevention of and Fight against Crime Programme European Commission - Directorate-General Home Affairs"

The following graphic logos shall be used: In colour:



"With the financial support of the Prevention of and Fight against Crime Programme European Commission - Directorate-General Home Affairs"

Monochrome:



"With the financial support of the Prevention of and Fight against Crime Programme European Commission - Directorate-General Home Affairs"

The logo must always be followed by the text indicated above. Logos without the wording mentioned above are strictly forbidden.

2. Publications

Where the action or part of the action is a publication, the following mention must also be indicated:

"This project has been funded with support from the European Commission. This publication [communication] reflects the views only of the author, and the European Commission cannot be held responsible for any use which may be made of the information contained therein"

which together with the graphic logos shall appear on the cover or the first pages following the editor's mention.

3. Use of signs and posters

If the action includes events for the public, signs and posters related to this action shall be displayed. This shall include the logos and texts mentioned under paragraph 1. Authorisation to use the logos implies no right of exclusive use and is limited to this agreement. As the action is co-financed, the importance given to the above-mentioned publicity must be in proportion with the level of Union financing.