

EU – CHINA SOCIAL PROTECTION REFORM PROJECT



Social Protection Reform Project
中国-欧盟社会保护改革项目

Standard Operating Procedures of the European Consortium



"EU-China Social Protection Reform Project - SPRP"

Standard Operating Procedures of the Consortium

After the first year of the project, the Consortium, together with the European Delegation and the support of Chinese Beneficiaries, have decided to modify the management level of the project in order to make efficiencies and overcome the limits faced during 2015. This re-organization has been also facilitated by the leaving of Formez, the former Project Secretariat, starting from 31st December 2015.

This document is intended to provide all members of the Consortium for the SPRP project with practical guidance on new management structure, working processes, specific procedures and regulations to be followed. It is understood as terms of the contract bounding the members of the Consortium, the Project Leader, the Component Coordinator, the Secretariats and the Resident Experts, clarifying their respective responsibilities. The unanimous approval and compliance with the processes, procedures and regulations set below shall ensure a smooth execution of the project.

I. GENERAL PRESENTATION

1. Scope and goals of the SPRP project

The overall scope of the SPRP project is to further develop social equity and inclusiveness of economic development throughout Chinese society. To better describe the specific objectives, both problems/needs and cross cutting issues have been analysed in order to define the scope of three different Components of the SPRP project. The three Components are the following:

Component 1	Consolidation of institutional capacity for social protection policy development and reforms in collaboration with the National Development and Reform Commission (NDRC).
Component 2	Enhancing of institutional capacity for financial management and supervision concerning social security funds in collaboration with the Ministry of Finance (MoF).
Component 3	Improving of legal framework and policy for social assistance in collaboration with the Ministry of Civil Affairs (MoCA).

2. General organization of the project

The project is implemented by a **Consortium** of 10 public and semi-public institutions, representing 7 European Union Member States. The Istituto Nazionale della Previdenza Sociale INPS – was designated by the Consortium as its **Leader** and ensures the overall management and supervision of the project.

For each of the three Components, one of the Consortium Members was designated as **Component Coordinator**, in charge of implementing the activities for each Component and reporting to the Project Leader. The Component 1 Coordination, has been assigned to the French Partner, Expertise France, which legal entity was previously named ADECRI. The Component 2 Coordination, has been designated to the Italian Partner, INPS, after the first year of the project when it was assigned to Formez. The Component 3 Coordination, has been assigned to the Polish Partner, the Ministry of Family, Labour and Social Policy, which legal entity was previously named Ministry of Labour and Social Policy.

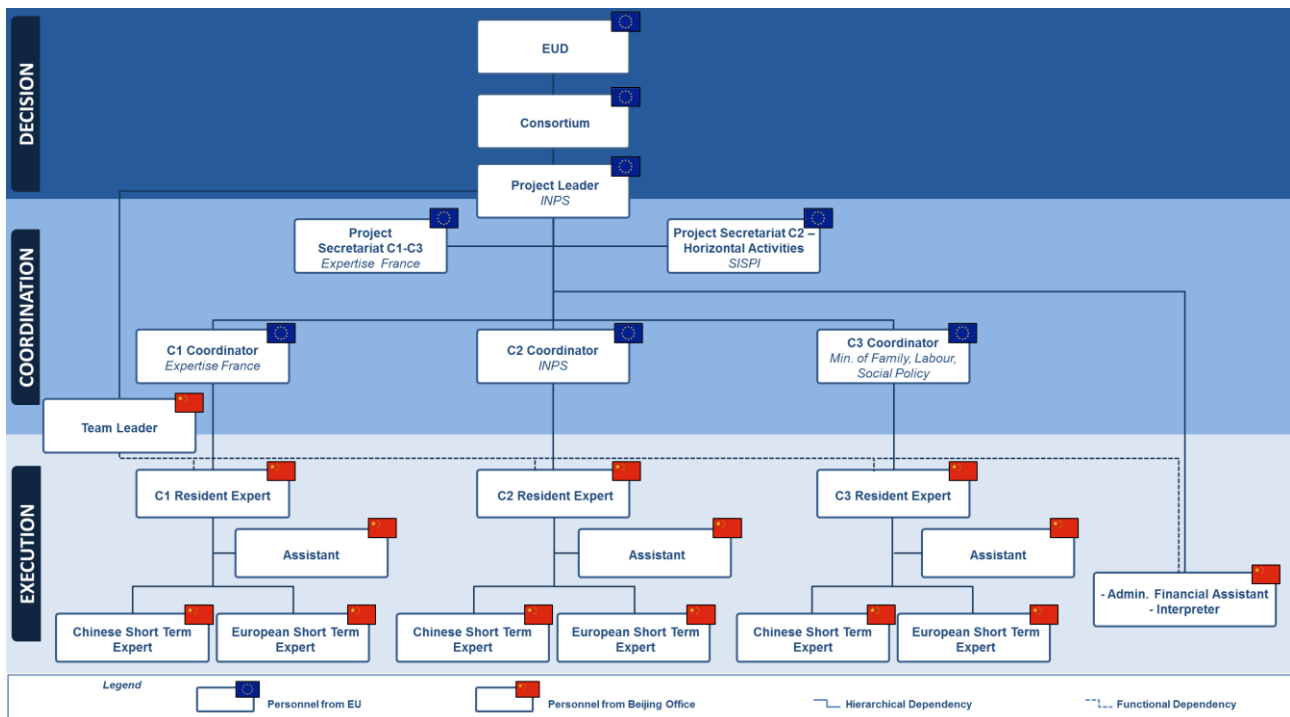
Each component is coordinated on the field by a **Resident Expert**, one of them being also **Team Leader**. Resident experts work on a daily basis with the local support staff, as well as with European and Chinese experts mobilized to implement the project's activities.

The project organization is supported by a **local office and team based in Beijing**. In particular, the local support staff is composed of:

- 1 Assistant part-time to the Resident Expert of Component 1;
- 1 Assistant full-time to the Team Leader and Resident Expert of Component 2;
- 1 Assistant part-time to the Resident Expert of Component 3;
- 1 Financial/Administrative assistant full-time;
- 2 Interpreter/Translator part-time.

In comparison to what foreseen during the first year of the Project, the new Project structure in Beijing doesn't foresee anymore the role of Office Manager, considering the real needs of the office that shall be fully covered by the current Financial/Administrative assistant, with an increase of tasks and responsibilities. This choice has been agreed also in consideration of the needed knowledge of the Chinese context and bureaucracy, in addition to the Chinese language.

In accordance with the Grant Application Form, a **Project Secretariat** is established to support the Project Leader, Component Coordinators and Resident Experts in ensuring the administrative and financial management of activities. In particular, the Project Secretariat has been assigned to SISPI for Component 2 and Horizontal activities and to Expertise France for Component 1 and 3. The following procedures are shared between the Secretariat Institutions in order to ensure equality and homogeneity within the project. The Project Secretariat functioning will be deepen in the next paragraph I.4 "Organization of the Secretariat".



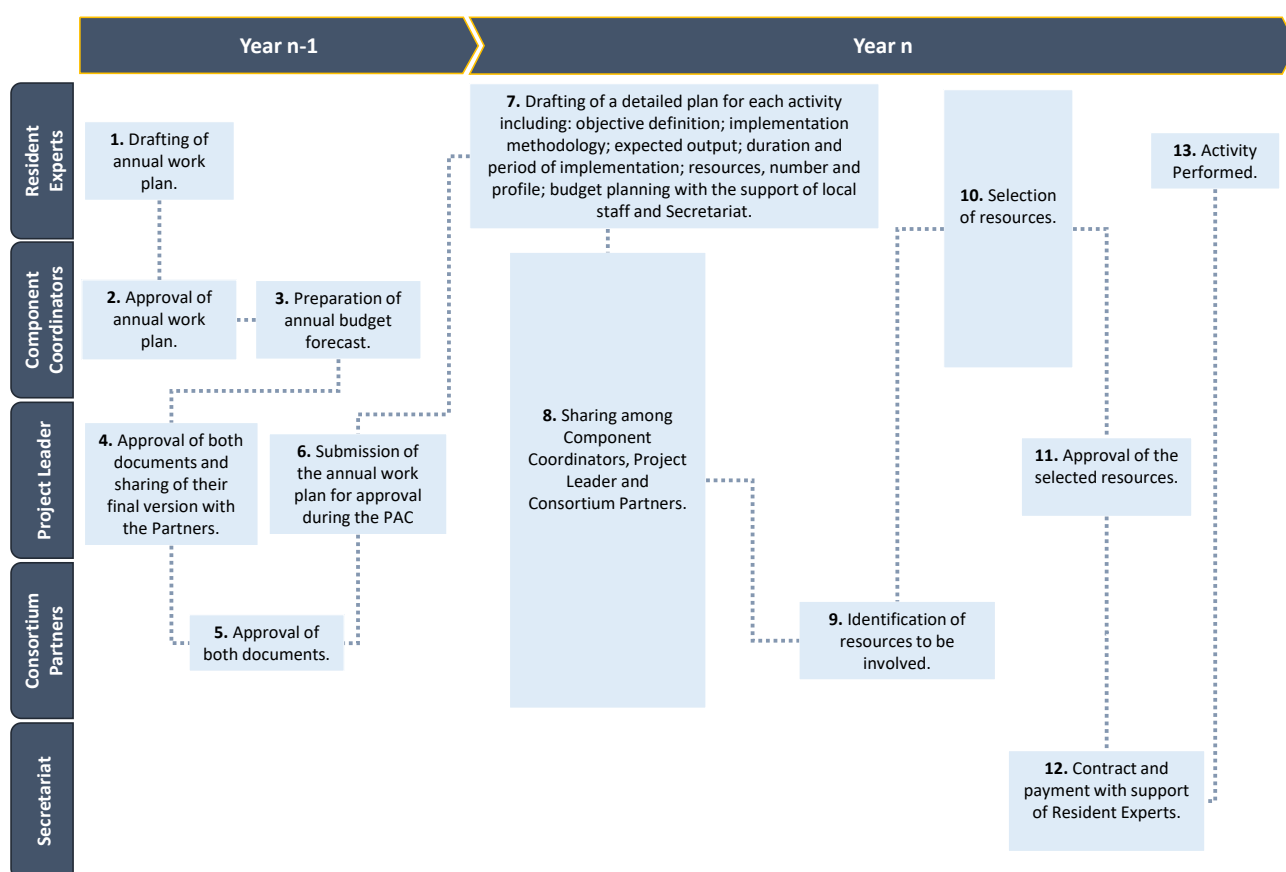
3. Activity programming and implementation modalities

In order to reach the objectives of the project and to organize the activities to be implemented, each year, after consultation with the Chinese counterparts and in collaboration with the related Component Coordinators, the Resident Experts propose an annual work plan for the following year.

This annual work plan foresees the needs collected by the Resident Experts and the subsequent activities to be implemented. In addition to the annual work plan, each Component Coordinator will define a related annual budget forecast. After the approval of both documents by the Project Leader, the Consortium and the EU Delegation validate them. The annual work plan will be shared for approval with the Chinese counterparts and European Delegation during the PAC meeting.

The Component Coordinators, the Resident Expert and the Secretariats, in close collaboration with Chinese Beneficiaries, under the supervision of the Project Leader, ensure the execution of the annual work plan and annual budget as planned and agreed among all parties. In case of major changes in the work plan and/or in the budget, a prior approval of the Project Leader is required.

This general process is presented in the diagram here-below.



4. Organization of the Secretariat

During the Internal Management Committee of the Project held on the 3rd of December 2015, considering the need to replace the Secretariat entrusted to FORMEZ, the Consortium decided the following:

- a) the Secretariat of Component 1 and 3 is assigned to Expertise France.
- b) the Secretariat of Component 2 and horizontal activities is assigned to SISPI, which joined the Consortium as affiliated entity to INPS (note EUD to China and Mongolia Ref.Ares(2016)455142 – 28/01/2016).

The Project Secretariat performs the following tasks:

A. HORIZONTAL SECRETARIAT	B. COMPONENTS' SECRETARIAT
<ol style="list-style-type: none">1. Provision and management of the Office based in Beijing, including the mobilization of local staff (Administrative and Financial Assistant, interpreter) working on horizontal activities2. Organization of institutional meetings (PAC and IMC meetings and closing ceremony), including the management of travels for Consortium Representatives3. Creation and management of electronic archives of project documents4. Definition of the communication strategy for each project event and design and production of related visibility material5. Creation and management of a project website, both in English and Chinese6. Creation and sharing of the project Directory of Contacts7. Design, production and sharing of the bi-annual project newsletter8. Support in the preparation of financial reporting and other documents and certification that will be required by the Audit of the EU	<ol style="list-style-type: none">1. Arrangement of the 3 Resident Experts2. Preparation of the contractual and logistical arrangements for the European public staff participating in missions in China or in the EU3. Preparation of the contractual and logistical arrangements for the Chinese Short-Term Experts conducting missions and studies in China4. Recruitment of Component Assistants, supporting the Resident experts in their daily tasks5. Preparation of the contractual arrangements for recruitment of sub-contractors (European/Chinese personnel not attributable to previous categories, such as experts from academic or professional world)6. Logistic and Financial management of events organized in China (High-level events) and in the EU (training sessions, study visits, workshops), including the management of contracts, payments and travels for participants and contracts and payments for suppliers7. Support in the preparation of financial reporting and other documents and certification that will be required by the Audit of the EU

In order to conduct the above tasks, Expertise France and SISPI will dedicate staff which salaries will be reimbursed by the Project budget as per the following pattern:

1. Horizontal activities: 1 full-time equivalent (FTE)
2. Component 1: 1,5 FTE
3. Component 2: 1 FTE
4. Component 3: 1 FTE

II. APPLICABLE PROCESSES AND PROCEDURES FOR HORIZONTAL ACTIVITIES

1. Management of the Beijing office

In order to ensure an overall coherence in the project, despite its organisation by components, a single office is foreseen, gathering all the staff working for the project. Similarly, two staff members will provide services to the project as a whole and will work under the direct supervision of the horizontal Secretariat:

- The Financial / Administrative Assistant is responsible for the financial, administrative and logistics management of the office and the support of activities in China
- The Interpreter provides interpretation and translation services to all three Resident experts and to the consortium, depending on the needs.

The horizontal Secretariat is responsible for the Beijing Office. As such, it will make all necessary arrangements to rent a fully functional office and provide all the material and supplies as foreseen in the grant's budget.

The office should support 9 permanent staff (3 Resident Expert, 3 Component Assistants, 1 Financial/Administrative assistant, 2 part-time Interpreters) plus occasional staff such as Chinese Main Experts, EU Short-term Experts and Consortium Representatives.

2. Organization of IMC and PAC

The grant application and the Aide-mémoire foresee, every six months, the organization of an Internal Management Committee (IMC) and of a Project Advisory Committee (PAC).

The IMC gathers all members of the Consortium and is organized every six months, possibly, in one of the European countries that participate in the Project. The agenda is prepared by the Project Leader, who also chairs the IMC. The logistical aspects however are managed by the Horizontal Secretariat.

The PAC gathers the Consortium, the EU Delegation and the Chinese counterparts.

For the period from January 2016 to November 2018, provided that the revised budget is accepted by the EU Delegation, the Horizontal Secretariat will ensure the mobilization of the Consortium representatives for the IMC and the PAC as follows:

- For the PAC : 1 international flight and 3 per diem, twice a year, for one representative for each of the 10 Consortium members;
- For the IMC : 1 international flights in Europe and 1 per diem, twice a year, for two representatives for each of the 10 Consortium members.

After the approval of the date for the event - and at least 2 weeks ahead of it - the Horizontal Secretariat will inform all the Consortium Partners of what kind of expenses are foreseen and which of them will be sustained by the Horizontal Secretariat and by the Partners themselves. On this occasion, it will be clarified whether per diem will be paid in advance and flights booked centrally.

If the per diem will be paid in advance, after the flight ticket purchase, the Horizontal Secretariat will ask participants to fill in a "per diem request form" (Annex B), in order to proceed with the payment.

In case the Consortium representative, or its institution, decides to purchase the flight directly, it shall comply with the budget's ceiling as specified in the budget (Annex A). In case the cost is beyond the ceiling foreseen in the budget, the Project Leader shall give a prior approval for the expenses to be reimbursed.

The diagram below provides a tentative calendar of the IMC and PAC events.

	December	January	February	March	April	May	June	July	August	September	October	November
YE AR 1	1	2	3	4	5	6	7	8	9	10	11	12
IMC			▲		▲					▲		
PAC					●							
YEAR 2	1	2	3	4	5	6	7	8	9	10	11	12
IMC	▲				▲					▲		
PAC					●					●		
YEAR 3	1	2	3	4	5	6	7	8	9	10	11	12
IMC		▲						▲				
PAC		●						●				
YEAR 4	1	2	3	4	5	6	7	8	9	10	11	12
IMC		▲						▲				
PAC		●						●				

IMC = ▲
PAC = ●

3. Document-sharing and data management

The project website will be complemented with a Download Section which allows the sharing of Project documents. Some materials will be available to all users and others will be limited to specific categories of registered users (e.g. .only Consortium Representatives can download minutes of the Project official meetings).

A private area, open only to specific registered users, will be provided to share personal documents such as travel request forms (which could be updated online), flight tickets, hotel reservations.

If requested by the Consortium Members, traditional sharing tools, such as Dropbox/Google Drive, will be used to ensure the best data management system.

4. Visibility of the project

During 2016 the Horizontal Secretariat intends to start a real promoting action of the Project and its events, in terms of dissemination of information to an identified audience, using specific channels. All texts in English and in Chinese Language, including the project website, leaflets and brochures will be proofread by a native speaker for ensuring that the message the Project wants to convey is correctly formulated.

The Horizontal Secretariat, in cooperation with EU Delegation in China, will be fully available to support Resident Experts and Stakeholders of hosting countries in managing the customization of the Communication Strategy that will be requested for Events in China and in Europe.

A dedicated Project Website has been developed by SISPI and will be published on the official web address of the Project www.euchinasrp.eu.

In order to highlight content updates to all website users, a biannual newsletter will also be implemented and published on the website. Upon registration, a newsletter dispatch via e-mail will be available.

The registration to the website will imply the registration to the e-mail newsletter.

It will be required to all Consortium participants to register at the Project Directory of Contacts that will be shared creating a network among people involved in the project.

Finally, it has been envisaged the production of several visibility materials such as bags in natural fibre and USB keys and pens with project logo to be distributed among events participants.

The Horizontal Secretariat will deal with the design, printing and dissemination of Brochures, Leaflets and Project Information Reports. Furthermore, the Horizontal Secretariat will organize, every time there will be a relevant event, Press Releases for both traditional and electronic newspapers and will provide support in preparing Audio and Visual materials suitable for television and Web dissemination.

5. Financial reporting

As Project Leader, INPS bears the overall responsibility for the financial management of the project. The EU funds are therefore transferred to INPS which is responsible for sending the financial reports to the EU Delegation.

An important part of the financial management is however delegated to the Secretariats, which are responsible for issuing payments.

As specified in chapter I3, there will be an annual work plan that includes an annual budget. Based on this forecast, the Secretariats will issue a request to INPS for an advance payment corresponding to 80% of the anticipated amount of the annual budget. This amount will be paid by INPS within 45 working days.

The Secretariats will submit the Expenses reports to INPS using the template attached as Annex C on a quarterly basis. Based on the Expenses reports, related documentary proofs and in line with the activity progress of the work plan, INPS will reimburse the Secretariats within 45 working days after receipt of the Financial report and deduct the advance payment already made.

III. APPLICABLE PROCESSES AND PROCEDURES FOR COMPONENT-BASED ACTIVITIES

1. Mobilization of EU public staff

Selection

Prior to the organisation of each mission, the Resident Expert, in link with the Component Coordinator and the Component Secretariat, will prepare a budget and Terms of Reference, according to the template attached in Annex D. The ToR will be shared with the Team Leader before the official delivery and will necessarily indicate: the code of the mission, the purpose of the mission, the number of working days and the expected deliverables.

The Component Coordinator will share the ToR by e-mail with all members of the Consortium, and have them published on the project website by the horizontal Secretariat.

All applications (made by individual experts or institutions) will be sent to the Resident Expert and Component Coordinator (the email addresses will be indicated in the ToR).

The Resident Expert and the Component Coordinator will evaluate the applications, using the evaluation grid prepared as per the template in Annex E, and notify results to the Consortium.

The final approval shall however be provided by the Project Leader, who is committed to render his judgment as soon as possible – and in any case no later than 5 working days after the request submission. In case of approval, the Component Secretariat will contact the selected expert and proceed with the recruitment. Agreement or *nihil obstat* from the Chinese beneficiaries will be secured by the Resident Experts, otherwise the mission would be pointless.

Finally, the Resident Expert will send to the respective Chinese beneficiary a request for an invitation letter, intended for the selected expert's VISA application.

Recruitment

The recruitment / engagement of the expert will be formalized by the relevant Secretariat, depending on the Component on which the expert will participate.

For Component 2, SISPI will prepare a Designation Letter/Agreement to be signed by SISPI and by the selected expert, while Expertise France uses a different template for Component 1 and Component 3.

Although SISPI's Contract (Annex F) and Expertise France' contract (shown in the Annex G), are different in order to comply with the relevant regulations in Italy and in France, both documents will contain the following points:

- it will establish that the expert is engaged in the name and on behalf of the Consortium, in the activities of the SPRP Project;
- it will include personal and banking data of the expert;
- it will contain detailed information concerning the mission (duration, expert's tasks, objectives to be achieved, deliverables to be produced);
- it will indicate the amounts (reimbursements / per diem / fees) to be paid to the expert for activities carried out during the mission;
- It will specify the applicable regulations related to VAT and clarify if SISPI and Expertise France take responsibility for the payment of taxes and/or social contributions.
- it will include a declaration of honour to be signed by the expert who will confirm to:
 - be authorized by his/her Institution to carry out activities on behalf of the Consortium;
 - not receive other emoluments outside the reimbursements paid by the Consortium.
- European Short Term Expert recruited for Component 2 activities (except Italian Short Term Experts), will be required to provide a form/declaration according to the Italian tax regulations in order to avoid that the European Expert is subjected to Italian taxation and social security rules.

Organization of the mission

Logistical arrangements will be managed by the relevant Secretariat of the concerned component, in accordance with its internal procedures.

These arrangements shall include a total or partial advance payment of the per diem and the purchase of a return ticket in economy class between the place of residence of the expert and the mission's location.

The hotel booking is the responsibility of the expert, although support can be provided by the Project Office or the Secretariat on a case by case basis.

Similarly, the expert is responsible for submitting his/her visa application.

Authorized payments and reimbursements

Only the following items can be reimbursed to the Experts by the project budget:

- **Per diem:** It is a lump-sum payment related to mission's expenses for meals and accommodation. It is equal to the lesser of the following amounts:
 - amount reimbursed by the Institution for a trip in the country subject of the mission;
 - amount foreseen in the EU table of reference for a trip in the country subject of the mission;

The table showing the amounts according to different cases is annexed (Annex H).

The possible cost of the hotel must be subtracted from the per diem if it was centrally booked and paid directly by the Secretariat. Any common lunch/dinner paid by the Secretariat must be subtracted from the value of per diem of those participating in it.

- **Fee:** It is the fee for a working day performed by an employee of the European Institutions during a mission in China and is equal to € 250 per day.

This amount may be allocated initially to the employee or, if that is the case, to his/her Institution, according to laws in force in the Country of the expert and to procedures of the Institution to which he/she belongs.

- **Flight:** The flight (round trip) can be booked and paid in advance by the institution in charge of secretariat, or directly by the expert. The institution in charge of secretariat will reimburse flight costs paid by the expert (real cost) in the limit of the maximum amount foreseen in budget for the mission and upon submission of relevant supporting documents (invoice and boarding passes).
- **Visa:** Reimbursement for the expenses (real cost) related to the visa for missions in China, upon submission of relevant supporting documents (invoice and copy of the stamped visa).
- **Insurance:** reimbursement for the expenses (real cost) related to the travel insurance, unless such insurance was bought by the Secretariat along with the flight.
- **Other expenses:** potential other expenses that are not to be covered by the per diem and that are necessary for the good completion of the mission, such as cost for reproduction of documents, may be covered by the project. This shall however be formally approved by the Component Secretariat that will, if necessary offer a different solution (such as a direct management by the local Office).

Process

The following table summarizes the activities to be carried out and the players involved:

Nr.	Task	Institution or person in charge	Timeframe
1	Preparation of the terms of reference (ToR) of the mission and sharing with the Team Leader	Resident expert and Component Coordinator	
2	Diffusion of the ToR to all members of the consortium by e-mail	Component Coordinator	At least 1 month before the first day of the mission
3	Web Call publication on the project website	Horizontal Secretariat	

4	Proposition of CVs	All members of the consortium	Within 2 weeks following task 2
5	Selection of the expert(s)	Resident expert and Component Coordinator	Within 3 days after task 4
6	Approval of the expert(s) choice	Project Leader	Within 5 working days after task 5
7	Notification of results	Resident Expert and Component Coordinator	Upon receipt of the approval
8	Request for an invitation letter	Resident Expert	
9	Recruitment of the expert and logistical organization of the mission (flight, per diem)	Secretariat in charge of the component	Maximum 14 days after task 6
10	Follow-up of the expert's mission	Resident expert	
11	Collection and checking of supporting documents of the mission: boarding passes, timesheets, mission reports, deliverables	Secretariat in charge of the component with the support of the Resident expert	
12	Payment of the fees and other reimbursable costs	Secretariat in charge of the component	Maximum 45 days after receipt of the original documents from the experts (any technical and expense reports).

Exception

A single derogation to the process hitherto described may apply when involving EU STEs in case of activities in Europe. The simplified procedure has been foreseen in order to allow to each Institution part of the Consortium, to freely involve in the event its internal personnel that better fits with the event features. It always ensures transparency and keeps the possibility to other Partners to participate at the event. This simplified procedure is characterised by the following elements:

- the Component Coordinator in charge of organising the event may shortlist institutions to be involved in the event;
- if the Consortium has the possibility to cover all training activities with internal resources, a selection of themes and related resources is shared by the Component Coordinator with the Project Leader and all Partners;
- within 5 days:
 - o Partners intending to participate may share their feedback;
 - o the Project Leader shall render its judgement.

2. Mobilization of Chinese Short-term Experts

Selection of the experts

On the basis of the annual work plan, the Resident Expert, in link with the Component Coordinator, will prepare the ToR of the mission using the same template as the one used for EU public staff. The ToR will be shared with the Team Leader before the official delivery and will necessarily indicate the duration of the mission, tasks of the expert, objectives to be achieved and deliverables to be produced.

On the basis of these ToR, the Resident Expert will select a Chinese short term expert and will inform him on the financial conditions defined by the budget. The Resident Expert will submit his/her choice for approval to the Project Leader, who is committed to render his judgment as soon as possible – and in any case no later than 5 days after the request submission.

In case of approval, the Resident Expert will subsequently share this information with the Component Coordinator and the Secretariat.

Recruitment

The Secretariat in charge of the component will complete all contractual arrangements in order to ensure the successful involvement of Chinese short term experts:

- For Chinese Short Term Experts working for Component 2, SISPI will issue a Consulting Service Agreement which will include a clause stating that will be expert responsibilities managing the payment of taxes, social security contributions and payroll costs, according to legislation in force in his/her Country of residence. The Agreement will include also a declaration of honour stating that the expert will not receive other emoluments outside the reimbursements received by the Consortium for eventual missions carried out.
- For Chinese short term experts of components 1 & 3, a Chinese umbrella company will be contracted by Expertise France to ensure the monthly payment of salaries and fees to the Chinese short term experts.

Organization of the mission

When Chinese short term expert have to perform a mission out from their city of residence, the Secretariat will be responsible for making necessary payments.

For missions in China, the Beijing Office and/or the Chinese beneficiary institution will define the plan of the mission in collaboration with the Component Coordinator and the Resident Expert. The plan should include:

- hotel
- transportations
- possible per diems (if provided by the contract of the Expert)

The Beijing Office will send the plan to the Secretariat which will archive it.

For missions in Europe, the Component Coordinator will define the plan of the mission in collaboration with the Resident Expert. The plan should include:

- hotel
- transportations
- possible per diems (if provided by the contract of the Expert)

The Component Coordinator will send the plan to the Secretariat which will archive it.

Authorized reimbursements

Only the following items can be reimbursed by the project budget:

- **Fee per working day:** it represents the fee per working day performed by the Expert and it is set in accordance with the amount foreseen in the budget.
- **Per diem:** it represents the lump sum reimbursement of the expenses incurred during missions in Europe / China related to meals, accommodation and miscellaneous and it is defined according to the amount foreseen in the budget.
- **Flight:** reimbursement for the expenses necessary to travel for missions in Europe (round trip).
- **Local transportation:** reimbursement for expenses necessary to move during missions in China (round trip).

It is pointed out that the amounts paid to the Chinese employee or to his/her Institution, will be managed fiscally by the Country of residence of the Expert (China) and by the procedures of the Chinese Institution to which he/she belongs, on the basis of what required by the legislation of the Country. The Secretariat in charge of the component is therefore required to release a payment certificate to the expert or the institution to which he/she belongs, to ensure a proper taxation.

Process

The following table summarizes the tasks to be carried out and the players involved:

Nr.	Task	Institution or person in charge
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1	Preparation of the terms of reference (ToR) of the mission and sharing with the Team Leader	Resident Expert and Component Coordinator
2	Web Call publication on the project website	Horizontal Secretariat
3	Selection of the expert(s)	Resident expert and Component Coordinator
4	Approval of the expert(s) choice	Project Leader
5	Notification of results	Resident Expert and Component Coordinator
6	Contractual arrangements	Secretariat in charge of the component
7	Payment of per diem in advance and logistical arrangements (when applicable)	Local office in Beijing and Secretariat in charge of the component
8	Collection and check of supporting documents and financial reporting. Arrangement, on the basis of the applicable per diem rate, of the communication of the amount disbursed to the Expert and/or to his/her Institution.	Secretariat in charge of the component
9	Payment of the fees and other reimbursable costs edition of a payment certificate	Secretariat in charge of the component
10	The experts signs a communication of the receipt of the amounts due and the Secretariat archives it	Expert / Secretariat in charge of the component

3. Mobilization of Component Assistants

Apart from the Interpreter and the Administrative/Financial Assistant that are recruited by the horizontal Secretariat, the local office staff is composed of one Assistant per Component.

The Assistant for Component 1 and the Assistant for Component 3 will work part-time (50%) while the Assistant for Component 2 will also act as Assistant to the Team Leader and thus work full-time.

For the Assistant for Component 1 and the Assistant for Component 3, the engagement and reimbursement procedures follow the same rules as those applicable to Chinese Short Term Experts

It is pointed out that the amounts paid to the Chinese employee or to his/her Institution, will be managed fiscally by the Country of residence of the Expert (China) and by the procedures of the Chinese Institution to which he/she belongs, on the basis of what required by the legislation of the Country. The Secretariat in charge of the component is therefore required to release a payment certificate to the expert or the institution to which he/she belongs, to ensure a proper taxation.

4. Recruitment of sub-contractors

Selection

The selection process is no different than the one for EU public staff. In case no EU public staff with the relevant professional experience applies for one of the activities of the project, the consortium may hire a sub-contractor to perform the mission, as foreseen in Annex A. However, The EU Delegation clarified that there should be no sub-contracting for expert that would simply attend events organised by the Project.

Engagement

- Resident Experts, in link with the Component Coordinator, will write a letter that will motivate the need for involvement of a subcontractor (e.g. for a particular activity or for the attendance to an event of the project or for a training), to be sent to the Secretariat.
- The Secretariat enters in contact with the expert in order to negotiate an international consultancy agreement. The Agreement will include a statement of the expert who take note that it will be his/her responsibilities managing the payment of taxes, according to legislation in force in his/her Country of residence. In addition, he/she will be responsible the management of any social security contributions and payroll costs in accordance with the laws in force in the Country where is applied (for European workers the determination of the applicable legislation is to be found in European Regulation 883/2004). The Agreement will also include a declaration of honour of the expert who will not receive other emoluments outside the reimbursements received by the Consortium for eventual missions carried out.

Organization of the mission

The Agreement between the Secretariat and the Sub-contract may share some of the logistical tasks but, as a general rule, the sub-contractor is responsible for all the logistics of the mission he/she has to carry out.

Authorized reimbursements

The authorised amounts set by the project budget are as follows:

- **Fee:** 300 €
- **Per diem for events in the EU:** 220 €
- **Travel/Local transportation for events in the EU:** 350 €
- **Per diem for events in CN:** 238 €
- **International travel for events in CN:** 1,300 €

5. Organization of events

The Project includes numerous events both in China and in Europe. The main events, in terms of payments to be made and logistical work to be accomplished are:

- High level events organised every year in China;
- Training, study visits and international workshops organized in Europe.

For the High level event, the Resident Expert is in charge of the definition of the agenda, in close coordination with the Chinese stakeholders, the Component Coordinator and the Project Leader.

Once the agenda is approved and the ToR of the event are ready, the responsible Secretariat will ensure all payments related to the High Level Event and the execution of the budget.

For activities in Europe, the Component Secretariat shall be responsible for ensuring the financial management of events organised in the framework of the Component it is working for. However, the Secretariat will only be able to organise events in Europe if it can rely on the support from hosting countries, as well, of course, as the support from the Resident Expert and related Chinese beneficiary institution.

Hosting countries will be responsible for:

- Drafting the event's agenda, in close coordination with the RE and the Chinese Stakeholders;
- Preparing letters of invitation for the Chinese participants and facilitating the visa delivery by their consular services in China;
- Identifying all the speakers;
- Preparing a draft budget;
- Identifying the suppliers (interpreters, catering services companies, meeting room rental, hotels, airport shuttles, photographs, consultants).

The Secretariat will be responsible for:

- Checking the budget and the eligibility of costs with the Project Leader;
- Executing payments to suppliers, in advance if necessary, or within 45 days after receipt of a proper invoice;
- If need be, arranging transportation for the speakers and/or participants;
- Ensuring payment of per diem delivery for participants.

- Additionally, Expertise France would ensure all the payments related to the High-level event for the year 2016, which will be part of the Component 1.

6. Financial reporting

The financial reporting of Component' Secretariat will be identical to the one described for the horizontal Secretariat.

IV. Annexes

a) Annex A: Project Budget (SEE APPENDED DOCUMENT)

Contract No. DCI-ASIE/2014/250-601

Implementation period of the contract (17/11/2014-
17/11/2018)

	Budget as per contract/last addendum signed	Use of contingencies/ addenda	Budget as per new addendum signed (Only to be completed when an amendment is necessary)
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Expenditures	Unit	# Units	Unit rate (in EUR)	Total Cost (in EUR)	Difference	%	Unit	# Units	Unit rate (in EUR)	Total Cost (in EUR)
		(a)	(b)	(a)*(b)				(a)	(b)	(a)*(b)
1. Human Resources										
1.1 Salaries (gross salaries including social security charges and other related costs, local staff)⁴										
1.1.1 Technical										
1.1.1.1 Short term Experts C1/C2/C3 (CN Expert)	Per day	3,200	140.00	448,000.00	42,517.60	9.49 %				
1.1.1.1 Short term Experts C1 (CN Expert)	Per day						Per day	1,193	200.00	238,539.10
1.1.1.2 Short term Experts C2 (CN Expert)	Per day						Per day	585	200.00	117,043.50

1.1.1.3 Short term Experts C3 (CN Expert)	Per day						Per day	675	200.00	134,935.00
1.1.2 Support Staff (2 persons)	Per month	96	1,900.00	182,400.00	13,894.25	7.62 %				
1.1.2.1 Support Staff C1	Per month						Per month	19	2,600.00	48,300.00
1.1.2.2 Support Staff C2	Per month						Per month	41	2,500.00	102,494.25
1.1.2.3 Support Staff C3	Per month						Per month	18	2,600.00	45,500.00
1.1.3 Financial/Administrative Assistant	Per month	48	1,900.00	91,200.00	50,007.18	54.83 %	Per month	40	3,520.91	141,207.18
1.1.4 Interpreter/Translator	Per month	96	2,000.00	192,000.00	-93,445.08	-48.67 %	Per month	39	2,500.00	98,554.92
1.2 Salaries (gross salaries including social security Expat /Intal Staff charges and other related costs, expat/int. staff)										
1.2.1 Project Manager Component 1 (Resident)	Per month	48	9,000.00	432,000.00	-40,590.61	-9.40 %	Per month	47	8,400.00	391,409.39
1.2.2 Project Manager Component 2 (Resident)	Per month	48	9,000.00	432,000.00	87,289.84	20.21 %	Per month	47	11,000.00	519,289.84
1.2.3 Project Manager Component 3 (Resident)	Per month	48	9,000.00	432,000.00	82,870.49	19.18 %	Per month	47	11,000.00	514,870.49
1.2.4 Office Manager (Resident)	Per month	48	5,100.00	244,800.00	-170,400.06	-69.61 %	Per month	12	6,200.00	74,399.94
1.2.5 Secretariat Staff (2 persons in EU)	Per month	120	3,150.00	378,000.00	366,770.44	97.03 %				
1.2.5.1 Secretariat Staff C1	Per month						Per month	57	4,250.00	241,820.44
1.2.5.2 Secretariat Staff C2	Per month						Per month	48	4,250.00	205,450.00

1.2.5.3 Secretariat Staff C3	Per month						Per month	35	4,250.00	148,750.00
1.2.5.4 Secretariat Staff Horizontal	Per month						Per month	35	4,250.00	148,750.00
1.3 Per diems for missions/travel⁵										
1.3.1 Abroad (staff assigned to the Action) EXPAT STAFF IN CHINA										
1.3.1.1 Per diem for Project Manager C1C2C3										
1.3.1.1.1 per Diem in China	Per diem	300	213.00	63,900.00	-8,094.00	-12.67%				
1.3.1.1.2 Per Diem in Europe	Per diem	150	220.00	33,000.00	-7,601.00	-23.03%				
1.3.1.1 Per diem for Project Manager C1										
1.3.1.1.1 per Diem in China	Per diem						Per diem	105	213.00	22,401.21
1.3.1.1.2 Per Diem in Europe	Per diem						Per diem	42	220.00	9,311.83
1.3.1.1 Per diem for Project Manager C2										
1.3.1.1.1 per Diem in China	Per diem						Per diem	73	213.00	15,495.75
1.3.1.1.2 Per Diem in Europe	Per diem						Per diem	31	220.00	6,872.25
1.3.1.1 Per diem for Project Manager C3										
1.3.1.1.1 per Diem in China	Per diem						Per diem	84	213.00	17,909.04
1.3.1.1.2 Per Diem in Europe	Per diem						Per diem	42	220.00	9,214.92
1.3.2 Local (staff assigned to the Action)										
1.3.2.1 Per diem in Europe	Per diem	150	220.00	33,000.00	-23,584.00	-71.47%				

1.3.2.2 Per diem In China	Per diem	300	213.00	63,900.00	-23,883.80	-37.38 %				
1.3.2 Local (staff assigned to the Action) C1										
1.3.2.1 Per diem in Europe	Per diem						Per diem	20	220.00	4,400.00
1.3.2.2 Per diem In China	Per diem						Per diem	124	213.00	26,307.77
1.3.2 Local (staff assigned to the Action) C2										
1.3.2.1 Per diem in Europe	Per diem						Per diem	12	220.00	2,640.00
1.3.2.2 Per diem In China	Per diem						Per diem	30	213.00	6,361.75
1.3.2 Local (staff assigned to the Action) C3										
1.3.2.1 Per diem in Europe	Per diem						Per diem	11	220.00	2,376.00
1.3.2.2 Per diem In China	Per diem						Per diem	34	213.00	7,346.68
subtotal Human Resources				3,026,200.00	275,751.25	9.11 %				3,301,951.25
2. Travel⁶										
2.1. International travel										
2.1.1 International Travel for Project staff										
2.1.1.1 International travel for Resident Experts C1C2C3 and Office Manager	Per flight	58	1,200.00	69,600.00	-3,429.99	-4.93 %				
2.1.1.1 International travel for Resident Expert C1	Per flight						Per flight	20	1,300.00	25,736.13
2.1.1.1 International travel for Resident Expert C2	Per flight						Per flight	16	1,300.00	20,609.05
2.1.1.1 International travel for Resident Expert C3	Per flight						Per flight	15	1,300.00	19,476.00

2.1.1.1 International travel for Office Manager	Per flight						Per flight	0	1,300.00	348.83
2.1.1.2 International Travel for CN experts C1C2C3	Per flight	10	1,200.00	12,000.00	133.33	1.11 %				
2.1.1.2 International Travel for CN experts C1	Per flight						Per flight	3	1,300.00	3,900.00
2.1.1.2 International Travel for CN experts C2	Per flight						Per flight	3	1,300.00	4,333.33
2.1.1.2 International Travel for CN experts C3	Per flight						Per flight	3	1,300.00	3,900.00
2.2 Local transportation (travel within CN)										
2.2.1 Local transportation for local team	Per travel	100	200.00	20,000.00	-10,200.00	-51.00 %				
2.2.1 Local transportation for local team C1	Per travel						Per travel	14	350.00	4,900.00
2.2.1 Local transportation for local team C2	Per travel						Per travel	6	350.00	2,254.00
2.2.1 Local transportation for local team C3	Per travel						Per travel	8	350.00	2,646.00
2.2.2 Local transportation for expat resident team	Per travel	100	200.00	20,000.00	-9,275.29	-46.38 %				
2.2.2 Local transportation for expat resident team C1	Per travel						Per travel	17	350.00	5,776.06
2.2.2 Local transportation for expat resident team C2	Per travel						Per travel	6	350.00	2,254.00
2.2.2 Local transportation for expat resident team C3	Per travel						Per travel	8	350.00	2,694.65
subtotal travel				121,600.00	-22,771.95	-18.73 %				98,828.05
3. Equipment and supplies⁷										
3.1 Purchase or rent of vehicles	Per month	48	1,500.00	72,000.00	-56,000.00	-77.78 %	Per month	16	1,000.00	16,000.00

3.2 Furniture, computer equipment	Per Working Position	12	2,500.00	30,000.00	- 2,237.73	- 7.46 %	Per Working Position	11	2,500.00	27,762.27
subtotal equipment and supplies				102,000.00	- 58,237.73	- 57.10 %				43,762.27
4. Local office										
4.1 Vehicle costs	Per month	48	800.00	38,400.00	- 37,804.69	- 98.45 %	Per month	1	800.00	595.31
4.2 Office rent in China	Per month	48	2,800.00	134,400.00	- 7,126.20	- 5.30 %	Per month	41	3,100.00	127,273.80
4.3 Consumables - office supplies										
4.3.1 Stationaries	Per month	48	1,000.00	48,000.00	- 30,500.00	- 63.54 %	Per month	35	500.00	17,500.00
4.3.2 Small equipment for local team (laptops, small printer, ect)	Per person	10	1,000.00	10,000.00	900.00	9.00 %	Per person	10	1,090.00	10,900.00
4.4 Other services (tel/fax, electricity/heating, maintenance)										
4.4.1 Communications costs	Per month	48	1,000.00	48,000.00	- 30,500.00	- 63.54 %	Per month	35	500.00	17,500.00
4.4.2 Reproduction costs	Per month	48	1,000.00	48,000.00	- 37,500.00	- 78.13 %	Per month	35	300.00	10,500.00
4.4.3 Maintenance and electricity/heating	Per month	48	800.00	38,400.00	- 14,271.03	- 37.16 %	Per month	40	600.00	24,128.97
subtotal Local office				365,200.00	- 156,801.92	- 42.94 %				208,398.08
5. ACTIVITIES PER COMPONENT										
Component 1										

5.1 EU Public Sector staff Component 1 Fees C1	LUMP SUM/ FEES per day	900	250.00	225,000.00	- 99,000.00	- 44.00 %	LUMP SUM/ FEES per day	504	250.00	126,000.00
5.2 Per Diems per Component 1 EU Public Sector Staff C1	LUMP SUM /per diem	1,050	213.00	223,650.00	- 79,706.00	- 35.64 %	LUMP SUM /per diem	605	238.00	143,944.00
5.3 Participation of Consortium Representatives in EU Component 1										
5.3.1 Flate rate for Consortium Representatives Europe	LUMP SUM/ FEES	48	250.00	12,000.00	- 9,500.00	- 79.17 %	LUMP SUM/ FEES	10	250.00	2,500.00
5.3.2 Per Diem for Consortium Representatives Europe	LUMP SUM /per diem	86	220.00	18,920.00	2,344.17	12.39 %	LUMP SUM /per diem	97	220.00	21,264.17
5.4 Participation for Consortium Representatives in China Component 1										
5.4.1 Flate rate for Consortium Representatives in China	LUMP SUM/ FEES	68	250.00	17,000.00	- 17,000.00	- 100.00 %	LUMP SUM/ FEES	0	250.00	-
5.4.2 Per Diem for Consortium Representatives in China	LUMP SUM /per diem	151	213.00	32,163.00	- 3,471.42	- 10.79 %	LUMP SUM /per diem	121	238.00	28,691.58
5.5 Travel										
5.5.1 International travel for EU MS experts for C1	Per flight	75	1,200.00	90,000.00	- 35,400.00	- 39.33 %	Per flight	42	1,300.00	54,600.00
5.5.2 International travel for Consortium representatives C1	Per flight	48	1,200.00	57,600.00	- 22,444.71	- 38.97 %	Per flight	27	1,300.00	35,155.30
5.5.3 Travel /Local transportation for participants to activities in EU (Chinese participants) C1	Per travel	64	350.00	22,400.00	23,480.74	104.82 %	Per travel	131	350.00	45,880.74
5.5.4 Travel / Local transportation for participants to activities in EU (EU representatives) C1	Per travel	37	350.00	12,950.00	5,389.75	41.62 %	Per travel	52	350.00	18,339.75
5.5.5 Travel/ Local Transportation for participants to activities in CHINA (EU participants) C1	Per travel	50	200.00	10,000.00	- 4,746.53	- 47.47 %	Per travel	15	350.00	5,253.47

5.5.6 Visa Cost for EU Participants to China	Per travel	100	100.00	10,000.00	- 2,714.91	- 27.15 %	Per travel	73	100.00	7,285.09
5.5.7 Insurance cost for EU Public Sector Staff	Per travel	100	150.00	15,000.00	- 5,194.60	- 34.63 %	Per travel	65	150.00	9,805.40
5.5.8 International travel for CN Officials C1	Per flight	0	0.00	-	21,600.00	#DIV/0!	Per flight	18	1,200.00	21,600.00
5.6 Costs of conferences/seminars⁹										
5.6.1 Per Diem for CN participants in EU	Per diem	1,300	203.00	263,900.00	96,588.00	36.60 %	Per diem	1,639	220.00	360,488.00
5.6.2 Cost of Event in Europe										
5.6.2.1 Cost of venue	Per day	40	500.00	20,000.00	7,980.77	39.90 %	Per day	56	500.00	27,980.77
5.6.2.2 Cost of Interpretation	Per day	40	800.00	32,000.00	48,292.85	150.92 %	Per day	100	800.00	80,292.85
5.7 Translation										
5.7.1 Translation documents for C1	Per page	5,000	15.00	75,000.00	- 51,600.00	- 68.80 %	Per page	780	30.00	23,400.00
5.8 Training kit	Per kit	300	20.00	6,000.00	- 2,000.00	- 33.33 %	Per kit	200	20.00	4,000.00
subtotal component 1				1,143,583.00	- 127,101.89	- 11.11 %				1,016,481.11
component 2										
5.1 EU Public Sector staff Component 2 Fees C2	LUMP SUM/ FEES	380	250.00	95,000.00	- 25,700.00	- 27.05 %	LUMP SUM/ FEES	277	250.00	69,300.00
5.2 Per Diems per Component 2 EU Public Sector Staff C2	LUMP SUM /per diem	443	213.00	94,359.00	- 12,389.80	- 13.13 %	LUMP SUM /per diem	344	238.00	81,969.20

5.3 Participation of Consortium Representatives in EU Component 2										
5.3.1 Flate rate for Consortium Representatives Europe	LUMP SUM/ FEES	14	250.00	3,500.00	- 2,012.78	- 57.51 %	LUMP SUM/ FEES	6	250.00	1,487.22
5.3.2 Per Diem for Consortium Representatives Europe	LUMP SUM /per diem	28	220.00	6,160.00	4,704.78	76.38 %	LUMP SUM /per diem	49	220.00	10,864.78
5.4 Participation for Consortium Representatives in China Component 2										
5.4.1 Flate rate for Consortium Representatives Europe	LUMP SUM/ FEES	21	250.00	5,250.00	- 31.82	- 0.61 %	LUMP SUM/ FEES	21	250.00	5,218.18
5.4.2 Per Diem for Consortium Representatives in China	LUMP SUM /per diem	58	213.00	12,354.00	- 1,036.51	- 8.39 %	LUMP SUM /per diem	48	238.00	11,317.49
5.5 Travel										
5.5.1 International travel for EU MS experts for C2	Per flight	31	1,200.00	37,200.00	- 9,900.00	- 26.61 %	Per flight	21	1,300.00	27,300.00
5.5.2 International travel for Consortium representatives C2	Per flight	16	1,200.00	19,200.00	- 1,988.56	- 10.36 %	Per flight	13	1,300.00	17,211.44
5.5.3 Travel /Local transportation for participants to activities in EU (Chinese participants) C2	Per travel	51	350.00	17,850.00	1,470.00	8.24 %	Per travel	55	350.00	19,320.00
5.5.4 Travel / Local transportation for participants to activities in EU (EU representatives) C2	Per travel	15	350.00	5,250.00	- 566.85	- 10.80 %	Per travel	13	350.00	4,683.15
5.5.5 Travel/ Local Transportation for participants to activities in CHINA (EU participants) C2	Per travel	22	200.00	4,400.00	2,601.60	59.13 %	Per travel	20	350.00	7,001.60
5.5.6 Visa Cost for EU Participants to China	Per travel	43	100.00	4,300.00	- 894.44	- 20.80 %	Per travel	34	100.00	3,405.56
5.5.7 Insurance cost for EU Public Sector Staff	Per travel	43	150.00	6,450.00	- 1,791.92	- 27.78 %	Per travel	31	150.00	4,658.08

5.5.8 International travel for CN Officials C2	Per flight	0	0.00	-	10,800.00	#DIV/0!	Per flight	9	1,200.00	10,800.00
5.6 Costs of conferences/seminars⁹										
5.6.1 Per Diem for CN participants in EU	Per diem	684	203.00	138,852.00	-9,052.00	-6.52%	Per diem	590	220.00	129,800.00
5.6.2 Cost of Event in Europe										
5.6.2.1 Cost of venue	Per day	45	500.00	22,500.00	-10,000.00	-44.44%	Per day	25	500.00	12,500.00
5.6.2.2 Cost of Interpretation	Per day	45	800.00	36,000.00	-4,000.00	-11.11%	Per day	40	800.00	32,000.00
5.7 Translation										
5.7.1 Translation documents for C2	Per page	2,000	15.00	30,000.00	-18,300.00	-61.00%	Per page	390	30.00	11,700.00
5.8 Training kit	Per kit	200	20.00	4,000.00	-3,264.00	-81.60%	Per kit	37	20.00	736.00
subtotal component 2				542,625.00	-81,352.31	-14.99%				461,272.69
Component 3										
5.1 EU Public Sector staff Component 3 Fees C3	LUMP SUM/ FEES	420	250.00	105,000.00	-34,350.00	-32.71%	LUMP SUM/ FEES	283	250.00	70,650.00
5.2 Per Diems per Component 3 EU Public Sector Staff C3	LUMP SUM /per diem	490	213.00	104,370.00	-20,923.40	-20.05%	LUMP SUM /per diem	351	238.00	83,446.60
5.3 Participation of Consortium Representatives in EU Component 3										
5.3.1 Flate rate for Consortium Representatives Europe	LUMP SUM/ FEES	28	250.00	7,000.00	-7,000.00	-100.00%	LUMP SUM/ FEES	0	250.00	-

5.3.2 Per Diem for Consortium Representatives Europe	LUMP SUM /per diem	50	220.00	11,000.00	1,788.42	16.26 %	LUMP SUM /per diem	58	220.00	12,788.42
5.4 Participation for Consortium Representatives in China Component 3										
5.4.1 Flate rate for Consortium Representatives Europe	LUMP SUM/ FEES	35	250.00	8,750.00	- 8,750.00	- 100.00 %	LUMP SUM/ FEES	0	250.00	-
5.4.2 Per Diem for Consortium Representatives in China	LUMP SUM /per diem	86	213.00	18,318.00	- 10,093.91	- 55.10 %	LUMP SUM /per diem	35	238.00	8,224.09
5.5 Travel										
5.5.1 International travel for EU MS experts for C3	Per flight	35	1,200.00	42,000.00	- 13,500.00	- 32.14 %	Per flight	22	1,300.00	28,500.00
5.5.2 International travel for Consortium representatives C3	Per flight	25	1,200.00	30,000.00	- 26,007.01	- 86.69 %	Per flight	3	1,300.00	3,992.99
5.5.3 Travel /Local transportation for participants to activities in EU (Chinese participants) C3	Per travel	66	350.00	23,100.00	9,350.87	40.48 %	Per travel	93	350.00	32,450.87
5.5.4 Travel / Local transportation for participants to activities in EU (EU representatives) C3	Per travel	18	350.00	6,300.00	1,388.92	22.05 %	Per travel	22	350.00	7,688.92
5.5.5 Travel/ Local Transportation for participants to activities in CHINA (EU participants) C3	Per travel	23	200.00	4,600.00	- 748.13	- 16.26 %	Per travel	11	350.00	3,851.87
5.5.6 Visa Cost for EU Participants to China	Per travel	47	100.00	4,700.00	- 2,241.30	- 47.69 %	Per travel	25	100.00	2,458.70
5.5.7 Insurance cost for EU Public Sector Staff	Per travel	47	150.00	7,050.00	- 3,890.52	- 55.18 %	Per travel	21	150.00	3,159.48
5.5.8 International travel for CN Officials C3	Per flight	0	0.00	-	21,600.00	#DIV/0!	Per flight	18	1,200.00	21,600.00
5.6 Costs of conferences/seminars⁹										

5.6.1 Per Diem for CN participants in EU	Per diem	930	203.00	188,790.00	22,410.00	11.87 %	Per diem	960	220.00	211,200.00
5.6.2 Cost of Event in Europe										
5.6.2.1 Cost of venue	Per day	30	500.00	15,000.00	- 4,500.00	- 30.00 %	Per day	21	500.00	10,500.00
5.6.2.2 Cost of Interpretation	Per day	30	800.00	24,000.00	16,800.00	70.00 %	Per day	51	800.00	40,800.00
5.7 Translation									15,900.00	
5.7.1 Translation documents for C3	Per page	3,000	15.00	45,000.00	- 29,100.00	- 64.67 %	Per page	530	30.00	15,900.00
5.8 Training kit	Per kit	200	20.00	4,000.00	- 3,136.00	- 78.40 %	Per kit	43	20.00	864.00
Subtotal Component 3				648,978.00	- 90,902.06	- 14.01 %				558,075.94
Horizontal Activities (IMC, PAC, Closing Event)										
5.3 Participation of Consortium Representatives in EU Horizontal Activities										
5.3.1 Flate rate for Consortium Representatives Europe	LUMP SUM/ FEES	0	250.00	-	-	-	LUMP SUM/ FEES	0	250.00	-
5.3.2 Per Diem for Consortium Representatives Europe	LUMP SUM /per diem	0	220.00	-	26,400.00	100.00 %	LUMP SUM /per diem	120	220.00	26,400.00
5.4 Participation for Consortium Representatives in China Horizontal Activities										
5.4.1 Flate rate for Consortium Representatives in China	LUMP SUM/ FEES	0	250.00	-	-	-	LUMP SUM/ FEES	0	250.00	-

5.4.2 Per Diem for Consortium Representatives in China	LUMP SUM /per diem	0	213.00	-	64,260.00	100.00%	LUMP SUM /per diem	270	238.00	64,260.00
5.5 Travel										
5.5.2 International travel for Consortium representatives Horizontal Activities	Per flight	0	1,200.00	-	104,000.00	100.00%	Per flight	80	1,300.00	104,000.00
5.5.4 Travel / Local transportation for participants to activities in EU (EU representatives) Horizontal Activities	Per travel	0	350.00	-	42,000.00	100.00%	Per travel	120	350.00	42,000.00
5.5.5 Travel/ Local Transportation for participants to activities in CHINA (EU participants) Horizontal Activities	Per travel	0	200.00	-	14,000.00	100.00%	Per travel	40	350.00	14,000.00
5.5.6 Visa Cost for EU Participants to China	Per travel	0	100.00	-	8,000.00	100.00%	Per travel	80	100.00	8,000.00
5.5.7 Insurance cost for EU Public Sector Staff	Per travel	0	150.00	-	12,000.00	100.00%	Per travel	80	150.00	12,000.00
subtotal Horizontal Activities				-	270,660.00	100.00%				270,660.00
6. Other costs, services⁸										
6.1 Publications⁹	Per page	200,000	0.30	60,000.00	-9,000.00	-15.00%				
6.1.1 Publications ⁹ C1	Per page						Per page	80,000	0.30	24,000.00
6.1.2 Publications ⁹ C2	Per page						Per page	40,000	0.30	12,000.00
6.1.3 Publications ⁹ C3	Per page						Per page	50,000	0.30	15,000.00
6.2 Studies, research⁹	Per study	10	18,000.00	180,000.00	-100,000.00	-55.56%				
6.2.1 Studies, research ⁹ C1	Per study						Per study	3	8,000.00	24,000.00
6.2.2 Studies, research ⁹ C2	Per study						Per study	4	8,000.00	32,000.00

6.2.3 Studies, research⁹ C3	Per study						Per study	3	8,000.00	24,000.00
6.3 Expenditure verification	Per year	4	12,500.00	50,000.00	-	0.00 %	Per year	4	12,500.00	50,000.00
6.4 Financial services (bank guarantee costs etc.)										
6.4.1 Costs for bank transfer	Per month	48	400.00	19,200.00	-5,125.00	-26.69 %	Per month	35	400.00	14,075.00
6.5. Visibility Actions¹⁰										
6.5.1 Projects Brochures and Leaflet	Per action	25	1,000.00	25,000.00	-2,421.17	-9.68 %	Per action	27	843.75	22,578.83
6.5.2 Website Management	Per month	48	300.00	14,400.00	-3,900.00	-27.08 %	Per month	35	300.00	10,500.00
6.6. Expert Subcontracting	Per day	200	450.00	90,000.00	173,589.14	192.88 %				
6.6.1 Expert Subcontracting C1										
6.6.1.1 Expert Subcontracting travel/Local transportation for events in EU	per travel						per travel	9	350.00	3,150.00
6.6.1.2 Expert Subcontracting per diem for events in EU	LUMP SUM /per diem						LUMP SUM /per diem	90	220.00	19,800.00
6.6.1.3 Expert Subcontracting fee	LUMP SUM/ FEES						LUMP SUM/ FEES	142	300.00	42,600.00
6.6.1.4 Expert Subcontracting international travel for events in CN	per travel						per travel	6	1,300.00	7,800.00
6.6.1.5 Expert Subcontracting per diem for events in CN	LUMP SUM /per diem						LUMP SUM /per diem	66	238.00	15,708.00
6.6.2 Expert Subcontracting C2										

6.6.2.1 Expert Subcontracting travel/Local transportation for events in EU	per travel						per travel	6	350.00	2,100.00
6.6.2.2 Expert Subcontracting per diem for events in EU	LUMP SUM /per diem						LUMP SUM /per diem	42	220.00	9,240.00
6.6.2.3 Expert Subcontracting fee	LUMP SUM/ FEES						LUMP SUM/ FEES	151	300.00	45,321.43
6.6.2.4 Expert Subcontracting international travel for events in CN	per travel						per travel	10	1,300.00	12,900.00
6.6.2.5 Expert Subcontracting per diem for events in CN	LUMP SUM /per diem						LUMP SUM /per diem	108	238.00	25,704.00
6.6.3 Expert Subcontracting C3										
6.6.3.1 Expert Subcontracting travel/Local transportation for events in EU	per travel						per travel	9	350.00	3,150.00
6.6.3.2 Expert Subcontracting per diem for events in EU	LUMP SUM /per diem						LUMP SUM /per diem	68	220.00	14,850.00
6.6.3.3 Expert Subcontracting fee	LUMP SUM/ FEES						LUMP SUM/ FEES	127	300.00	37,985.71
6.6.3.4 Expert Subcontracting international travel for events in CN	per travel						per travel	7	1,300.00	9,000.00
6.6.3.5 Expert Subcontracting per diem for events in CN	LUMP SUM /per diem						LUMP SUM /per diem	60	238.00	14,280.00
6.7 Organization and Logistics costs for Training (EU- China)	Per event	30	4,500.00	135,000.00	- 31,500.00	- 23.33 %				
6.7 Organization and Logistics costs for Training (EU- China) C1	Per event						Per event	23	2,000.00	45,000.00
6.7 Organization and Logistics costs for Training (EU- China) C2	Per event						Per event	12	2,000.00	23,500.00
6.7 Organization and Logistics costs for Training (EU- China) C3	Per event						Per event	18	2,000.00	35,000.00
6.8 Cost of High Level round table in China and Europe										

6.8.1 Cost of Venue	Per event	4	40,000.00	160,000.00	-30,934.72	-19.33 %				-
6.8.2 Cost of interpretation	Per day	8	1,500.00	12,000.00	48.37	0.40 %				-
6.8 Cost of High Level round table in China and Europe C1										
6.8.1 Cost of Venue	Per event						Per event	1	40,000.00	40,000.00
6.8.2 Cost of interpretation	Per day						Per day	2	1,500.00	3,000.00
6.8 Cost of High Level round table in China and Europe C2										
6.8.1 Cost of Venue	Per event						Per event	1	40,000.00	40,000.00
6.8.2 Cost of interpretation	Per day						Per day	2	1,500.00	3,000.00
6.8 Cost of High Level round table in China and Europe C3										
6.8.1 Cost of Venue	Per event						Per event	1	40,000.00	49,065.28
6.8.2 Cost of interpretation	Per day						Per day	4	1,500.00	6,048.37
subtotal Other costs, services				745,600.00	-9,243.39	-1.24 %				736,356.61
7. Subtotal direct eligible costs of the Action (1-6)				6,695,786.00	-0.00	0.00 %				6,695,786.00
8. Provision for contingency reserve (maximum 5% of 7, subtotal of direct eligible costs of the Action) : réduits à 3% des couts éligibles				4,214.00	-	0.00 %				4,214.00
9. Total direct eligible costs of the Action (7+ 8)				6,700,000.00	-0.00	0.00 %				6,700,000.00
10. Administrative costs (maximum 7% of 9, total direct eligible costs of the										

Action): réduits à 4,75 % des Couts directs										
11. Total eligible costs (9+10)				6,700,00 0.00	- 0.00	0.00 %				6,700,000.00
12. Taxes ¹¹										
13. Total accepted ¹¹ costs of the Action (11+12)				6,700,00 0.00	- 0.00	0.00 %				6,700,000.00

Costs	All Years	
	Clarification of budget items	Justification of estimated costs
1. Human Resources		
1.1 Salaries (gross salaries including social security charges and other related costs, local staff)⁴		
1.1.1 Technical		
1.1.1.1 Short term Experts C1 (CN Expert)	Chinese short term expert involved in Component 1	Rate based on the experience of the first year of project
1.1.1.2 Short term Experts C2 (CN Expert)	Chinese short term expert involved in Component 2	Rate based on the experience of the first year of project
1.1.1.3 Short term Experts C3 (CN Expert)	Chinese short term expert involved in Component 3	Rate based on the experience of the first year of project
1.1.2 Support Staff		
1.1.2.1 Support Staff C1	1 part-time assistant of Component 1 Resident Expert	Rate based on the experience of the first year of project
1.1.2.2 Support Staff C2	1 full-time assistant of Component 2 Resident Expert and Team Leader	Rate based on the experience of the first year of project
1.1.2.3 Support Staff C3	1 part-time assistant of Component 3 Resident Expert	Rate based on the experience of the first year of project
1.1.3 Financial/Administrative Assistant	1 full-time Financial/Administrative Assistant	Rate based on the major responsibilities

		assigned to this assistant after the exclusion of the Office Manager
1.1.4 Interpreter/Translator	1 part-time interpreter plus 1 more interpreter to be used occasionally when needed (now estimated as 0,5 part time)	Rate based on the experience of the first year of project
1.2 Salaries (gross salaries including social security Expat /Intal Staff charges and other related costs, expat/int. staff)		
1.2.1 Project Manager Component 1 (Resident)	1 full-time Project Manager	Monthly rate including reallocation, fees, allowances, insurance and visa
1.2.2 Project Manager Component 2 (Resident)	1 full-time Project Manager	Monthly rate including reallocation, fees, allowances, insurance and visa
1.2.3 Project Manager Component 3 (Resident)	1 full-time Project Manager	Monthly rate including reallocation, fees, allowances, insurance and visa
1.2.4 Office Manager (Resident)	After the first year of the project, it has been replaced by the Financial/Administrative Assistant	Monthly rate including reallocation, fees, allowances, insurance and visa
1.2.5 Secretariat Staff		
1.2.5.1 Secretariat Staff C1	1 full-time and 1 part time Secretariat Staff for	Monthly rate based on average

	C1 activities, contracts, payments	salaries for similar positions
1.2.5.2 Secretariat Staff C2	1 full-time Secretariat Staff for C2 activities, contracts, payments	Monthly rate based on average salaries for similar positions
1.2.5.3 Secretariat Staff C3	1 full-time Secretariat Staff for C3 activities, contracts, payments	Monthly rate based on average salaries for similar positions
1.2.5.4 Secretariat Staff Horizontal	1 full-time Secretariat Staff for Horizontal Activities, including visibility and events	Monthly rate based on average salaries for similar positions
1.3 Per diems for missions/travel⁵		
1.3.1 Abroad (staff assigned to the Action) EXPAT STAFF IN CHINA		
1.3.1.1 <i>Per diem for Project Manager C1</i>		
1.3.1.1.1 per Diem in China	Component 1 Resident Expert missions/travels outside Beijing	Estimated approximately 1 trip per month, 3 nights each Rate included in the Resident Expert contract provisions
1.3.1.1.2 Per Diem in Europe	Component 1 Resident Expert missions/travels in Europe	Estimated approximately 1 training per year, 15 nights each Rate included in the Resident Expert contract provisions
1.3.1.1 <i>Per diem for Project Manager C2</i>		

1.3.1.1.1 per Diem in China	Component 2 Resident Expert missions/travels outside Beijing	Estimated approximately 1 trip every 2 months, 4 nights each Rate included in the Resident Expert contract provisions
1.3.1.1.2 Per Diem in Europe	Component 2 Resident Expert missions/travels in Europe	Estimated approximately 1 training per year, 10 nights each Rate included in the Resident Expert contract provisions
<i>1.3.1.1 Per diem for Project Manager C3</i>		
1.3.1.1.1 per Diem in China	Component 3 Resident Expert missions/travels outside Beijing	Estimated approximately 1 trip every 1,5 months, 3 nights each Rate included in the Resident Expert contract provisions
1.3.1.1.2 Per Diem in Europe	Component 3 Resident Expert missions/travels in Europe	Estimated approximately 1 training per year, 14 nights each Rate included in the Resident Expert contract provisions
1.3.2 Local (staff assigned to the Action) C1		
<i>1.3.2.1 Per diem in Europe</i>	Per diem required by the Component 1 Local staff for missions to Europe in	Estimated approximately 1 training per year,

	order to support the Training Courses activities	6 nights each Rate included in the Local staff contract provisions
1.3.2.2 <i>Per diem In China</i>	Per diem required by the Component 1 Local staff for missions outside Beijing	Estimated approximately 1 trip per month, 3 nights each Rate included in the Local staff contract provisions
1.3.2 Local (staff assigned to the Action) C2		
1.3.2.1 <i>Per diem in Europe</i>	Per diem required by the Component 2 Local staff for missions to Europe in order to support the Training Courses activities	Estimated approximately 1 training, 12 nights Rate included in the Local staff contract provisions
1.3.2.2 <i>Per diem In China</i>	Per diem required by the Component 2 Local staff for missions outside Beijing	Estimated approximately 3 trips per year, 3 nights each Rate included in the Local staff contract provisions
1.3.2 Local (staff assigned to the Action) C3		
1.3.2.1 <i>Per diem in Europe</i>	Per diem required by the Component 3 Local staff for missions to Europe in order to support the Training Courses activities	Estimated approximately 1 training, 11 nights Rate included in the Local staff contract provisions

1.3.2.2 <i>Per diem In China</i>	Per diem required by the Component 3 Local staff for missions outside Beijing	Estimated approximately 3 trips per year, 3 nights each Rate included in the Local staff contract provisions
subtotal Human Resources		
2. Travel⁶		
2.1. International travel		
2.1.1 International Travel for Project staff		
2.1.1.1 <i>International travel for Resident Expert C1</i>	International travel from/to China and Europe for Resident Expert of C1	Estimated approximately 5 travels (3 inbound flights + 2 flights for EU project events) for 1 Resident Expert per year Rate based on the experience of the first year of project
2.1.1.1 <i>International travel for Resident Expert C2</i>	International travel from/to China and Europe for Resident Expert of C2	Estimated approximately 5 travels (3 inbound flights + 2 flights for EU project events) for 1 Resident Expert per year Rate based on the experience of the first year of project

2.1.1.1 <i>International travel for Resident Expert C3</i>	International travel from/to China and Europe for Resident Expert of C3	Estimated approximately 5 travels (3 inbound flights + 2 flights for EU project events) for 1 Resident Expert per year Rate based on the experience of the first year of project
2.1.1.1 <i>International travel for Office Manager</i>	After the first year of the project, it has been replaced by the Financial/Administrative Assistant	
2.1.1.2 <i>International Travel for CN experts C1</i>	International travel from/to China and Europe for Chinese Expert of C1	Estimated approximately 1 travel for 1 CN expert per year Rate based on the experience of the first year of project
2.1.1.2 <i>International Travel for CN experts C2</i>	International travel from/to China and Europe for Chinese Expert of C2	Estimated approximately 1 travel for 1 CN expert per year Rate based on the experience of the first year of project
2.1.1.2 <i>International Travel for CN experts C3</i>	International travel from/to China and Europe for Chinese Expert of C3	Estimated approximately 1 travel for 1 CN expert per year Rate based on the experience of the first year of project

2.2 Local transportation (travel within CN)			
2.2.1 Local transportation for local team C1		Local travel (train, bus, airplane) to provinces for CN expert and local support staff	Estimated approximately 1 trip per trimester for 3 years Rate based on the experience of the first year of project
2.2.1 Local transportation for local team C2		Local travel (train, bus, airplane) to provinces for CN expert and local support staff	Estimated approximately 2 trips per year per 1 person Rate based on the experience of the first year of project
2.2.1 Local transportation for local team C3		Local travel (train, bus, airplane) to provinces for CN expert and local support staff	Estimated approximately 2 trips per year per 1 person Rate based on the experience of the first year of project
2.2.2 Local transportation for expat resident team C1		Local travel (train, bus, airplane) to provinces for resident team	Estimated approximately 1 trip per trimester for 3 years Rate based on the experience of the first year of project
2.2.2 Local transportation for expat resident team C2		Local travel (train, bus, airplane) to provinces for resident team	Estimated approximately 2 trips per year Rate based on the experience of the first year of project

2.2.2 Local transportation for expat resident team C3	Local travel (train, bus, airplane) to provinces for resident team	Estimated approximately 2 trips per year Rate based on the experience of the first year of project
subtotal travel		
3. Equipment and supplies⁷		
3.1 Purchase or rent of vehicles	Rent of a car with driver to support logistics in special project events	Estimated approximately 4 rents per year Rate based on the experience of the first year of project
3.2 Furniture, computer equipment	Rent of Furniture, Desktops, Printers for office and other computer equipments (for 12 working positions)	Rate based on the experience of the first year of project
subtotal equipment and supplies		
4. Local office		
4.1 Vehicle costs	After the first year of the project, it has been deleted	
4.2 Office rent in China	Beijing Office of the project	Rate based on the experience of the first year of project
4.3 Consumables - office supplies		
4.3.1 Stationaries	General project office needs	Units and Rate based on the experience of the

		first year of project
4.3.2 Small equipment for local team (laptops, small printer, ect)	Laptops and small printers for local team members	Rate based on the experience of the first year of project
4.4 Other services (tel/fax, electricity/heating, maintenance)		
4.4.1 Communications costs	Service for telephone line, internet, mails, fax, ecc.	Rate based on the experience of the first year of project
4.4.2 Reproduction costs	Service for printings and photocopies of documents	Rate based on the experience of the first year of project
4.4.3 Maintenance and electricity/heating	Service for electicity and heating bills and office maintenance	Rate based on the experience of the first year of project
Subtotal Local office		
5. ACTIVITIES PER COMPONENT		
Component 1		
5.1 EU Public Sector staff Component 1 Fees C1	Total working days of European short term expert, estimated on the basis of Component 1 activities (Saturday in China considered as working day)	Estimated approximately 14 missions per year with 12 working days each Flat Daily rate considered
5.2 Per Diems per Component 1 EU Public Sector Staff C1	Total days of missions for European short term expert, estimated on the basis of Component 1 activities	Estimated approximately 14 missions per year with 14 nights each Rate based on the minor amount

		between the one paid by the Institution and the one foreseen in the Eu table
5.3 Participation of Consortium Representatives in EU Component 1		
5.3.1 Flate rate for Consortium Representatives Europe	Participation to C1 events in Europe (training, study visit, workshop)	It is proposed that the cost of EU public sector experts in Europe will not be charged to the EU as par of the grant but covered by the relevant MS as a form of co-financing, Events organised in the EU during the year 2015 confirms that this is workable
5.3.2 Per Diem for Consortium Representatives Europe	Participation to C1 events in Europe (training, study visit, workshop)	Approximately 25 per diem per year (15 for a training, 5 for a study visit, 5 for a workshop)
5.4 Participation for Consortium Representatives in China Component 1		
5.4.1 Flate rate for Consortium Representatives in China		Costs covered by the Consortium as a form of co-financing
5.4.2 Per Diem for Consortium Representatives in China	Participation of Consortium Representatives to the High-Level Event	Costs associated with the participation of 2 representatives from each of the 10 Consortium partners, coming for a 5 nights

		stay to Beijing for the High Level event related to C1
5.5 Travel		
5.5.1 International travel for EU MS experts for C1	International travel from/to China and Europe for European short term expert	Estimated approximately 14 travels for 1 CN expert per year Rate based on the experience of the first year of project
5.5.2 International travel for Consortium representatives C1	International travel to China for Consortium representatives participating in the C1 high-Level event	2 Representatives for each of the 10 Consortium partners (total: 20 flights)
5.5.3 Travel /Local transportation for participants to activities in EU (Chinese participants) C1	Transportation costs for Chinese participants to events organised in the EU (study visits, training, workshops)	Approximately 20 intra-european trips for a training, 5 for a workshop and 15 for a study visit, based on the assumption of one training, one workshop and one study visit in Europe per year for C1
5.5.4 Travel / Local transportation for participants to activities in EU (EU representatives) C1	Transportation costs for EU participants to events organised in the EU (study visits, training, workshops)	Approximately 12 EU participants (mainly experts and trainers) requiring transport to participate

		actively in an event
5.5.5 Travel/ Local Transportation for participants to activities in CHINA (EU participants) C1	Transportation costs for EU experts working in pilot sites mainly	Based on the assumption that there will be one trip per pilot site and per year
5.5.6 Visa Cost for EU Participants to China	Visa cost for missions in China for European participants	Considered the same number as international flights from/to China and Europe Rate based on the current cost
5.5.7 Insurance cost for EU Public Sector Staff	Insurance cost for missions in China for European participants	Considered the same number as international flights from/to China and Europe Rate based on the current cost
5.5.8 International travel for CN Officials C1	International travel from/to China and Europe for Chinese Officials as per agreement between EUD and Chinese Beneficiaries	Estimated as 1 travel for 6 CN Officials per year Rate based on the experience of the first year of project
5.6 Costs of conferences/seminars⁹		
5.6.1 Per Diem for CN participants in EU	Chinese participants missions in Europe (per diem)	Minor modification of the rate, taking into account the high per diem rate in the countries visited during the year 2015

5.6.2 Cost of Event in Europe		
5.6.2.1 Cost of venue	Venue to hold event in Europe (workshop, study visit, seminar) including coffee break	5 for a workshop, 5 for a study visit, based on the assumption of one workshop and one study visit for C1 per year for 3 years
5.6.2.2 cost of Interpretation	Interpretation for event in Europe only among different european languages. English interpretation is in charge to Chinese participants.	14 units for a training, 10 for a study visit, 2 for a workshop based on the assumption of one training, one workshop and one study visit for C1 per year for 3 years
5.7 Translation		
5.7.1 Translation documents for C1	Documents to be translated from/to Chinese and English. Cost co-financed by Chinese Beneficiars for the same amount of that one related to Chinese Officials flights for activities in Europe	Reduced number of unit based on the experience of the year 2015. The real number of units for translation is 1.500pages, composed by 780 covered by EU funds and 720 covered by CN funds (exchange with international flights). The rate has been increased

		on the basis on local prices
5.8 Training kit	Supporting material for training in Europe of Chinese participants	Rate considered as typical cost for such kits
subtotal component 1		
Component 2		
5.1 EU Public Sector staff Component 2 Fees C2	Total working days of European short term expert, estimated on the basis of Component 2 activities (Saturday in China considered as working day)	Estimated approximately 7 missions per year with 13 working days each Flat Daily rate considered
5.2 Per Diems per Component 2 EU Public Sector Staff C2	Total days of missions for European short term expert, estimated on the basis of Component 2 activities	Estimated approximately 7 missions per year with 15 nights each Rate based on the minor amount between the one paid by the Institution and the one foreseen in the Eu table
5.3 Participation of Consortium Representatives in EU Component 2		
5.3.1 Flate rate for Consortium Representatives Europe		It is proposed that the cost of EU public sector experts in Europe will not be charged to the EU as par of the grant but covered

		by the relevant MS as a form of co-financing, Events organised in the EU during the year 2015 confirms that this is workable
5.3.2 Per Diem for Consortium Representatives Europe	Consortium Representative missions in Europe (per diem)	Estimated approximately 15 per diem per year Rate based on the minor amount between the one paid by the Institution and the one foreseen in the Eu table
5.4 Participation for Consortium Representatives in China Component 2		
5.4.1 Flate rate for Consortium Representatives in China		Costs covered by the Consortium as a form of co-financing
5.4.2 Per Diem for Consortium Representatives in China	Consortium Representative missions in China (per diem) to attend High Level Event that will be held together with the PAC in order to share the related costs	Estimated approximately 1 event 2 persons 2 nights for 10 Partners Rate based on the minor amount between the one paid by the Institution and the one foreseen in the Eu table
5.5 Travel		
5.5.1 International travel for EU MS experts for C2	International travel from/to China and	Estimated approximately 7 travels for 1 CN

	Europe for European short term expert	expert per year Rate based on the experience of the first year of project
5.5.2 International travel for Consortium representatives C2	International travel from/to China and Europe for Consortium Representatives to attend High Level Event that will be held together with the PAC in order to share the related costs	Estimated approximately as 1 travel for 10 Partners. The other 10 travels for the remaining 10 participants to the HLE are covered by PAC Rate based on the experience of the first year of project
5.5.3 Travel /Local transportation for participants to activities in EU (Chinese participants) C2	Travel between two European countries or inside one European country (from/to airport and from/to one city and another one) for Chinese participants	Estimated approximately 18 travels per year Rate based on the experience of the first year of project
5.5.4 Travel / Local transportation for participants to activities in EU (EU representatives) C2	Travel between two European countries or inside one European country (from/to airport and from/to one city and another one) for European participants	Estimated approximately 3 travels per year Rate based on the experience of the first year of project
5.5.5 Travel/ Local Transportation for participants to activities in CHINA (EU participants) C2	Travel between two Chinese countries or inside one Chinese country (from/to airport and from/to one city and another one) for European participants	Estimated approximately 10 travels per year Rate based on the experience of the first year of project

5.5.6 Visa Cost for EU Participants to China	Visa cost for missions in China for European participants	Considered the same number as international flights from/to China and Europe Rate based on the current cost
5.5.7 Insurance cost for EU Public Sector Staff	Insurance cost for missions in China for European participants	Considered the same number as international flights from/to China and Europe Rate based on the current cost
5.5.8 International travel for CN Officials C2	International travel from/to China and Europe for Chinese Officials as per agreement between EUD and Chinese Beneficiaries	Estimated as 1 travel for 3 CN Officials per year Rate based on the experience of the first year of project
5.6 Costs of conferences/seminars⁹		
5.6.1 Per Diem for CN participants in EU	Chinese participants missions in Europe (per diem)	Estimated approximately 1 mission for 13 CN participants per year with 15 nights each Minor modification of the rate, taking into account the high per diem rate in the countries visited during the year 2015

5.6.2 Cost of Event in Europe		
5.6.2.1 Cost of venue	Venue to hold event in Europe (workshop, study visit, seminar) including coffee break	Estimated approximately 8 venues per year for 3 years Rate considered as an average cost in Europe
5.6.2.2 cost of Interpretation	Interpretation for event in Europe only among different european languages. English interpretation is in charge to Chinese participants.	Estimated approximately 13 days per year Rate considered as an average cost in Europe
5.7 Translation		
5.7.1 Translation documents for C2	Documents to be translated from/to Chinese and English. Cost co-financed by Chinese Beneficiars for the same amount of that one related to Chinese Officials flights for activities in Europe	The real number of units for translation is 750pages, composed by 390 covered by EU funds and 360 covered by CN funds (exchange with international flights). The rate has been increased on the basis on local prices
5.8 Training kit	Supporting material for training in Europe of Chinese participants	Estimated approximately as 1 kit for each mission for each participant Rate considered

		as typical cost for such kits
subtotal component 2		
Component 3		
5.1 EU Public Sector staff Component 3 Fees C3	Total working days of European short term expert, estimated on the basis of Component 3 activities (Saturday in China considered as working day)	Estimated approximately 7 missions per year with 13,5 working days each Flat Daily rate considered
5.2 Per Diems per Component 3 EU Public Sector Staff C3	Total days of missions for European short term expert, estimated on the basis of Component 3 activities	Estimated approximately 7 missions per year with 16 nights each Rate based on the minor amount between the one paid by the Institution and the one foreseen in the Eu table
5.3 Participation of Consortium Representatives in EU Component 3		
5.3.1 Flate rate for Consortium Representatives Europe	Participation to C3 events in Europe (training, study visit, workshop)	It is proposed that the cost of EU public sector experts in Europe will not be charged to the EU as par of the grant but covered by the relevant MS as a form of co-financing, Events organised in the EU during

		the year 2015 confirms that this is workable
5.3.2 Per Diem for Consortium Representatives Europe	Participation to C3 events in Europe (training, study visit, workshop)	Approximately 18 per diem per year (10 for training and 8 for study visit/workshop)
5.4 Participation for Consortium Representatives in China Component 3		
5.4.1 Flate rate for Consortium Representatives in China		Costs covered by the Consortium partners as a form of co-financing
5.4.2 Per Diem for Consortium Representatives in China	Participation of Consortium representatives to the High level event	The cost was erased as the C3 High level event was implemented in 2015 already
5.5 Travel		
5.5.1 International travel for EU MS experts for C3	International travel from/to China and Europe for European short term expert	Estimated approximately 7 travels for 1 CN expert per year Rate based on the experience of the first year of project
5.5.2 International travel for Consortium representatives C3	Travel to China related to High level event on C3	The cost was erased as the C3 High level event was implemented in 2015 already
5.5.3 Travel /Local transportation for participants to activities in EU (Chinese participants) C3	Transportation costs for Chinese participants to events organised in the	Approximately 30 trips per year based on 15 intra-european

	EU (study visit, workshop, training)	trip for a training and 15 for a workshop or a study visit, based on the assumption of 1 training and 1 workshop or study visit per year, for 3 years
5.5.4 Travel / Local transportation for participants to activities in EU (EU representatives) C3	Transportation costs for EU participants to events organised in the EU (study visit, workshop, training)	Approximately 6 EU participants (mainly trainers) per year that will need transportation to go to the training location
5.5.5 Travel/ Local Transportation for participants to activities in CHINA (EU participants) C3	Transportation for EU experts working in pilot sites mainly	Approximately 4 EU experts paying visit to pilot sites per year for 3 years
5.5.6 Visa Cost for EU Participants to China	Visa cost for missions in China for European participants	Considered the same number as international flights from/to China and Europe Rate based on the current cost
5.5.7 Insurance cost for EU Public Sector Staff	Insurance cost for missions in China for European participants	Considered the same number as international flights from/to China and Europe Rate based on the current cost
5.5.8 International travel for CN Officials C3	International travel from/to China and Europe for Chinese	Estimated as 1 travel for 6 CN Officials per year

	Officials as per agreement between EUD and Chinese Beneficiaries	Rate based on the experience of the first year of project
5.6 Costs of conferences/seminars⁹		
5.6.1 Per Diem for CN participants in EU	Chinese participants missions in Europe (per diem)	Minor modification of the rate, taking into account the high per diem rate in the countries visited during the year 2015
5.6.2 Cost of Event in Europe		
5.6.2.1 <i>Cost of venue</i>	Venue to hold event in Europe (workshop, study visit, seminar) including coffee break	7 for a workshop or a study visit, based on the assumption of one training and one study visit or one workshop per year for 3 years
5.6.2.2 <i>cost of Interpretation</i>	Interpretation for event in Europe only among different european languages. English interpretation is in charge to Chinese participants.	10 unit for a training, 7 for a workshop or a study visit, based on the assumption of one training and one study visit or one workshop per year for 3 years
5.7 Translation		

5.7.1 Translation documents for C3	Documents to be translated from/to Chinese and English. Cost co-financed by Chinese Beneficiars for the same amount of that one related to Chinese Officials flights for activities in Europe	Reduced number of unit based on the experience of the year 2015. The real number of units for translation is 1.250pages, composed by 530 covered by EU funds and 720 covered by CN funds (exchange with international flights). The rate has been increased on the basis on local prices
5.8 Training kit	Supporting material for training in Europe of Chinese participants	Rate considered as typical cost for such kits
Subtotal Component 3		
<i>Horizontal Activities (IMC, PAC, Closing Event)</i>		
5.3 Participation of Consortium Representatives in EU Horizontal Activities		
5.3.1 Flate rate for Consortium Representatives Europe	Fees are not foreseen for Consortium Representatives missions	
5.3.2 Per Diem for Consortium Representatives Europe	Consortium Representative missions in Europe for Internal Management Committee (Perdiem)	Estimated approximately 1 night for 2 persons for 10 Partners for 2 events each year Rate based on the minor amount

		between the one paid by the Institution and the one foreseen in the Eu table
5.4 Participation for Consortium Representatives in China Horizontal Activities		
5.4.1 Flate rate for Consortium Representatives in China	Fees are not foreseen for Consortium Representatives missions	
5.4.2 Per Diem for Consortium Representatives in China	Consortium Representative missions in China for Project Advisory Committee and Closing Event (Perdiem)	Estimated approximately for PAC 3 nights for 1 person for 10 Partners for 2 events each year and for Closing 5 nights for 2 persons for 10 Partners for 1 event Rate based on the minor amount between the one paid by the Institution and the one foreseen in the Eu table
5.5 Travel		
5.5.2 International travel for Consortium representatives Horizontal Activities	International travel from/to China and Europe for Consortium Representatives to attend PAC and Closing Event	Estimated approximately for PAC 1 person for 10 Partners for 2 events each year and for Closing 2 persons for 10 Partners for 1 event Rate based on

		the experience of the first year of project
5.5.4 Travel / Local transportation for participants to activities in EU (EU representatives) Horizontal Activities	Travel inside one European country (from/to airport) for European participants to IMC	Estimated approximately 1 travel for 2 persons for 10 Partners for 2 events each year Rate based on the experience of the first year of project
5.5.5 Travel/ Local Transportation for participants to activities in CHINA (EU participants) Horizontal Activities	Travel inside one Chinese country (from/to airport) for European participants to PAC and Closing Event	Estimated approximately 40 travels for PAC and Closing event Rate based on the experience of the first year of project
5.5.6 Visa Cost for EU Participants to China	Visa cost for missions in China for European participants	Considered the same number as international flights from/to China and Europe Rate based on the current cost
5.5.7 Insurance cost for EU Public Sector Staff	Insurance cost for missions in China for European participants	Considered the same number as international flights from/to China and Europe Rate based on the current cost
Subtotal Horizontal Activities		

6. Other costs, services⁸		
6.1 Publications⁹ C1	Publications and printing of outputs estimated (documents and studies as required by the Project Fiche) for C1	Rate based on previous project implemented
6.1 Publications⁹ C2	Publications and printing of outputs estimated (documents and studies as required by the Project Fiche) for C2	Rate based on previous project implemented
6.1 Publications⁹ C3	Publications and printing of outputs estimated (documents and studies as required by the Project Fiche) for C3	Rate based on previous project implemented
6.2 Studies, research⁹ C1	Comparative study of EU MS, specific insights and detailed studies (starting from the second year of the project) to investigate on issues related to the options selected in the first year (both for proposals and pilot projects) for C1	Rate based on previous projects implemented, is for a single study/research on specific matters requested
6.2 Studies, research⁹ C2	Comparative study of EU MS, specific insights and detailed studies (starting from the second year of the project) to investigate on issues related to the options selected in the first year (both for proposals and pilot projects) for C2	Rate based on previous projects implemented, is for a single study/research on specific matters requested

6.2 Studies, research⁹ C3	Comparative study of EU MS, specific insights and detailed studies (starting from the second year of the project) to investigate on issues related to the options selected in the first year (both for proposals and pilot projects) for C3	Rate based on previous projects implemented, is for a single study/research on specific matters requested
6.3 Expenditure verification	Audit service on project payments and justifications	Audit costs as for similar previous projects
6.4 Financial services (bank guarantee costs etc.)		
6.4.1 Costs for bank transfer	Bank transfer and additional services for project payments	Rate considered as an average of 400€ per month
6.5. Visibility Actions¹⁰		
6.5.1 Projects Brochures and Leaflet	Visibility materials foreseen in project documentation and visibility guidelines	Estimated approximately as 8 visibility action per year Rate based on the experience of the first year of project
6.5.2 Website Management	Website creation and management	Estimated a monthly cost for website creation and update Rate based on experiences in similar project
6.6. Expert Subcontracting		
6.6.1 Expert Subcontracting C1		

6.6.1.1 Expert Subcontracting travel/Local transportation for events in EU	Travel between two European countries or inside one European country (from/to airport and from/to one city and anotherone) for Subcontractor	Approximately 3 trips per year
6.6.1.2 Expert Subcontracting per diem for events in EU	Total days of Sucontractor in Europe for specific requirements of the project, within C1 scope, that can not be covered by the figures of the EU public sector staff	Approximately 10 per diem per year
6.6.1.3 Expert Subcontracting fee	Total working days of Subcontractor for specific requirements of the project, within C1 scope, that can not be covered by the figures of the EU public sector staff	Estimated approximately 5 missions per year Flat Daily rate considered
6.6.1.4 Expert Subcontracting international travel for events in CN	International travel from/to China and Europe for Subcontractor	Approximately 2 trips per year
6.6.1.5 Expert Subcontracting per diem for events in CN	Total days of Subcontractor in China for specific requirements of the project, within C1 scope, that can not be covered by the figures of the EU public sector staff	Approximately 11 per diem per year
6.6.2 Expert Subcontracting C2		
6.6.2.1 Expert Subcontracting travel/Local transportation for events in EU	Travel between two European countries or inside one European country (from/to airport	Estimated approximately 2 travels per year Rate based on

		and from/to one city and another one) for Subcontractor	the experience of the first year of project
6.6.2.2 Expert Subcontracting per diem for events in EU		Total days of Subcontractor in Europe for specific requirements of the project, within C2 scope, that can not be covered by the figures of the EU public sector staff	Estimated approximately 2 missions per year with 7 nights each Rate considered as an average EU per diem in European countries considering the EU Per Diem Table
6.6.2.3 Expert Subcontracting fee		Total working days of Subcontractor for specific requirements of the project, within C2 scope, that can not be covered by the figures of the EU public sector staff	Estimated approximately 5 missions per year Flat Daily rate considered
6.6.2.4 Expert Subcontracting international travel for events in CN		International travel from/to China and Europe for Subcontractor	Estimated approximately 3 travels per year Rate based on the experience of the first year of project
6.6.2.5 Expert Subcontracting per diem for events in CN		Total days of Subcontractor in China for specific requirements of the project, within C2 scope, that can not be covered by the figures of the EU public sector staff	Estimated approximately 3 missions per year with 14 nights each Rate based on the EU Table
6.6.3 Expert Subcontracting C3			

6.6.3.1 Expert Subcontracting travel/Local transportation for events in EU	Travel between two European countries or inside one European country (from/to airport and from/to one city and anotherone) for Subcontractor	Estimated approximately 3 travels per year Rate based on the experience of the first year of project
6.6.3.2 Expert Subcontracting per diem for events in EU	Total days of Sucontractor in Europe for specific requirements of the project, within C3 scope, that can not be covered by the figures of the EU public sector staff	Estimated approximately 3 missions per year with 7,5 nights each Rate considered as an average EU per diem in European countries considering the EU Per Diem Table
6.6.3.3 Expert Subcontracting fee	Total working days of Subcontractor for specific requirements of the project, within C3 scope, that can not be covered by the figures of the EU public sector staff	5 missions per year (3 years) implemented by experts not covered by the status of "EU public sector staff"
6.6.3.4 Expert Subcontracting international travel for events in CN	International travel from/to China and Europe for Subcontractor	Estimated approximately 2 travels per year Rate based on the experience of the first year of project
6.6.3.5 Expert Subcontracting per diem for events in CN	Total days of Subcontractor in China for specific requirements of the project, within C3 scope, that can not be covered by the figures of	Estimated approximately 2 missions per year with 12 nights each

	the EU public sector staff	Rate based on the EU Table
6.7 Organization and Logistics costs for Training (EU- China) C1	Costs related to the organization of training courses and meetings in Europe and China	Estimated approximately 5 units per year for 4 years
6.7 Organization and Logistics costs for Training (EU- China) C2	Costs related to the organization of training courses and meetings in Europe and China	Estimated approximately 4 events per year for 3 years Rate based on experiences in similar project
6.7 Organization and Logistics costs for Training (EU- China) C3	Costs related to the organization of training courses and meetings in Europe and China	Estimated approximately 5 events per year for 3 years Rate based on experiences in similar project
6.8 Cost of High Level round table in China and Europe C1		
6.8.1 cost of Venue	Cost of venue, catering, coffee break, equipment for HLE of C1	Estimated 1 venue for the whole project Rate considered as the market rate
6.8.2 cost of interpretation	Interpretation service, including equipment needed	Estimated 2 days per event Rate considered as the market rate
6.8 Cost of High Level round table in China and Europe C2		

6.8.1 cost of Venue	Cost of venue, catering, coffee break, equipment for HLE of C2	Estimated 1 venue for the whole project Rate considered as the market rate
6.8.2 cost of interpretation	Interpretation service, including equipment needed	Estimated 2 days per event Rate considered as the market rate
6.8 Cost of High Level round table in China and Europe C3		
6.8.1 cost of Venue	Cost of venue, catering, coffee break, equipment for HLE of C3	Estimated 1 venue for the whole project Rate considered as the market rate
6.8.2 cost of interpretation	Interpretation service, including equipment needed	Estimated 2 days per event Rate considered as the market rate
Subtotal Other costs, services		
7. Subtotal direct eligible costs of the Action (1-6)		
8. Provision for contingency reserve (maximum 5% of 7, subtotal of direct eligible costs of the Action) : réduits à 3% des couts éligibles		About 0,22% of the 7. Subtotal direct eligible costs of the Action (1 to 6)
9. Total direct eligible costs of the Action (7+ 8)		
10. Administrative costs (maximum 7% of 9, total direct eligible costs of the Action): réduits à 4,75 % des Couts directs		
11. Total eligible costs (9+10)		

12. Taxes¹¹

13. Total accepted¹¹ costs of the Action (11+12)

b) ANNEX B: Per Diem Request Form

EU-China SPRP Project

Per diem request n. xx

Date:

To:

Italia Previdenza SISPI Spa
Via Carlo Spinola 11
00154 Roma
Italy

First name:	
Surname:	
Institution:	

Activity: Participation to the xxx meeting/activity/training course	
From: xx/xx/xxx	
To: xx/xx/xxx	
Number of nights to be spent abroad	€ 0
Amount of per diem	€ 0
Total amount	€ 0

Bank Account Details	
Bank:	
Iban:	
Swift Code:	
Account Holder:	

Signature

c) ANNEX C: Expenses Report

Expense Report						
Name	<input type="text"/>	Mission Start date	<input type="text"/>	Institution IBAN	<input type="text"/>	
Surname	<input type="text"/>	Mission finish date	<input type="text"/>	Bank	<input type="text"/>	
Role	<input type="text"/>	Location	<input type="text"/>	Account Holder	<input type="text"/>	
Institution	<input type="text"/>			BIC SWIFT code	<input type="text"/>	

ID	Date	Type of Expenses	Description	Issuer	Justification References	Total Amount (€)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
TOTAL						€ -

NB. If the Partner can recover the VAT, the amount to be inserted in the Expense Report has to be the net amount (total cost incurred less VAT).

d) ANNEX D: Standard terms of reference

date

DCI-ASIE/2014/350-601
EU-China Social Protection Reform Project

Component X macro-activities

X European Expert
X Chinese Expert
Profile of the Expert(s)

(Annual Work Plan 2015 – Macro-Activities 1.4 & 1.7, topic 1.4.3)

Title of the activity

TERMS OF REFERENCE (ToR)

1 Background

1.1 General

2 Description of the Assignment

2.1. Overall and Specific Objectives

2.1.1 Overall Project Objectives

2.1.2 Specific Objectives

2.2. Requested Services

2.3. Expected results and deliverables

The result(s) of the assignment will be

The output(s) of the assignment will be

3 Experts' Profile

Requirements short term expert	Requirement/ Asset
Qualifications and skills	
Graduate degree in Economy, Law, Statistics, Political Science, ICT, Social Sciences or related relevant field	A
Fluent in English	R
Strong Analytical and drafting skills	R
Ability to develop and maintain good professional relations with stakeholders, particularly counterparts and staff members in an international setting	R
Ability to work in team and share knowledge relating to social security to the counterpart	R
Previous experience in execution tasks in other international projects	A
Strong training skills	R
General professional experience	
At least 2 years of experience in the subject matter of the mission	R
Public servant within one of the Applicant Entities of the Consortium or public staff from the connected Ministries of the Applicant Entities of the Consortium	R
Previous working experience in international projects, preferably with EU funded projects	A
Previous working experience in China	A
Specific professional experience - related to action	
Possessing professional experience relevant to the ToR for his/her particular assignment	A
Previous experience in research or previous publications in the area of social sciences	A

4 Location & Duration

Location:

Timing:

Working days:

5 How to apply

Interested Expert(s) are requested to submit three documents:

1. Candidacy – Letter of intents
2. A CV in English (Europass format suggested), possibly in word format.
3. A copy of her/his Identification Document

Applications are to be sent to... within the established deadline of ...

e) ANNEX E: Standard evaluation grid for experts' applications

Requirements short term expert	Req. or Asset	Candidate 1		Candidate 2		Candidate 3	
		R	A	R	A	R	A
Qualifications and skills							
Asset 1	A						
Criteria 1	R						
Criteria 2	R						
Criteria 3	R						
Criteria 4	R						
Asset 2	A						
Criteria 5	R						
General professional experience							
Criteria 6	R						
Criteria 7	R						
Asset 3	A						
Asset 4	A						
Specific professional experience - related to action							
Asset 5	A						
Asset 6	A						
SUMMARY		0		0		0	

f) **Annex F: Service Agreement for Experts – EU Public Sector Staff**

Contract for Expert - EU Public Sector staff

Between:

ITALIA PREVIDENZA – SOCIETA' ITALIANA DI SERVIZI PER LA PREVIDENZA INTEGRATIVA – S.I.S.P.I. S.P.A.

(Hereinafter referred to as the « CONTRACTING PARTY » or “SISPI”), Via Carlo Spinola n. 11, ZIP Code 00154, ROME, Italy, registered under the following numbers:

- Business identification number (REA number):
- Intra-Community VAT number: IT

Represented by Gabriele Uselli, Chief Executive Officer of the Company

Of the first part,

And:

.....

(Hereinafter referred to as the « CONTRACTOR »).
Address

Status :(with reference to self-employment law / authorization of dual activity etc.)

Of the other part,

Hereinafter collectively as the “Parties,”

The following is hereby agreed by the above-named Parties:

Now it is hereby agreed and declared as follows:

The Contracting Party is Affiliated Entity to Istituto Nazionale di Previdenza Sociale (INPS), who is Lead Applicant (« the **Consortium Leader** ») of an European consortium (the “**Consortium**”) that has been awarded by The European Union, represented by its Delegation in China (hereinafter referred to as “**Funding Agency**”), the implementation of the programme “EU – China Social Protection Reform Project” (hereinafter referred to as “**the Programme**”) with the reference no. DCI/ASIE/2014/350-601. The Contract between the Funding Agency (hereinafter referred to as “**the Head Contract**”) and the Consortium Leader is the basis for the Contract between the Contracting Party and the Contractor.

The overall programme will run from 17 November 2014 to 16 November 2018 (48 months).

1. CONTRACTUAL SERVICES

The Contractor shall provide services for the following Activity:

Component 2 - Annual Work Plan..... - Macro-activity

The Contractor shall provide services as short-term expert with responsibility for the expected results as details in the attached Terms of Reference (ToR), which are binding parts of this Contract and constitutes an annex to it.

The Contractor acknowledges that in exceptional cases these tasks might be subject to modification in the course of the Activity if the Funding Agency, the Consortium Leader, the Contracting Party or the successful implementation of the Activity require so.

The Parties agree that the services are delivered on a freelance basis and that the present agreement does not constitute or is intended to constitute an employment contract.

2. DURATION AND LOCATION OF THE PROVISION OF SERVICES

2.1 Duration

The Activity will take place from **date to date**

In the event of further time being required for the completion of the Activity and/or the above specified tasks, the period/scope of this Contract may be extended within the framework of the Action by an amendment if both parties agree.

2.2 Location of services

The Contractor will fulfil his/her duties in **location**.

3. REMUNERATION OF SERVICES

3.1 Fees

In remuneration of the working days rendered according to this Contract the Contracting Party shall pay the Contractor daily fixed fees.

The Contractor being a

public sector staff working within a public institution from one of the countries represented in the Consortium he/she shall be paid fees of **EUR** **per working day** actually rendered, as per the Head Contract's provisions related to "Flat rate for EU Public Sector staff", with a **maximum of working days**.

Home working days cannot be considered as working time, unless explicitly foreseen in the ToR.

For working days actually rendered, the Contractor shall send the Time Sheet and the passenger receipt together with all boarding passes in original to the Contracting Party as proof of the days spent in China. Failure to submit these documents might result in the non-acceptance of working days by the Funding Agency and entitles the Contracting Party to withhold payment.

Only in exceptional cases work on weekends/public holidays with prior information to the Funding Agency including justification and approval by the Contracting Party is accepted. The notification has to be attached to and mentioned in the respective time-sheet.

3.2 Per diems

The Contractor will receive a per diem of **EUR** for each night spent on mission in China, **up to nights**. The per diem is a lump sum that covers all expenses related the mission abroad (notably accommodation costs, meals, local travels; etc.) at the location and during the period of the Action.

Taxi fares to and from airports are considered to be covered as part of the per diem.

3.3 Visa

The Contractor is responsible for obtaining the visa by him-/herself.

Visa costs will be reimbursed in addition to the per diems, **up to EUR**, based on a copy of the visa and a proof of payment.

3.4 International Travel Costs

The Contracting Party will purchase the Contractor's flights upon prior consultation. The Contractor shall send the passenger receipt together with the relevant boarding passes in original to the Contracting Party after the journey as proof of days spent in China. Failure to submit these documents might result in the non-acceptance of working days and all related mission costs by the Funding Agency and entitles the Contracting Party to withhold payment.

Travel costs shall be paid only for flights (economy class) booked for the most practicable route between the Contractor's usual place of residence and the place where the services are to be performed.

3.5 Terms of Payment

The per diems are paid before the start of the Activity as an advance payment, within 30 days after receipt of the signed contract.

Upon receipt and approval of the expert's mission report and corresponding working papers and upon submission of the original contract and of an invoice setting out the services actually rendered, a duly signed time sheet as requested by the Funding Agency as proof of services, passenger receipt and boarding passes as supporting documents, the Contracting Party shall make payment for the FAA within 45 days.

All payments shall be made in Euro.

Any expenses incurred in another currency shall be reimbursed at the exchange rate specified in INFOREURO(http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm) published monthly by the European Commission) for the corresponding month.

All payments shall be made subject to the acceptance of the work results by the Contracting Party and the Funding Agency. If the Contractor's performance is rejected in part or in whole by the Contracting Party or the Funding Agency, the Contractor commits him-/herself to amend his/her performance/report according to the specifications and within a timeframe given by the Funding Agency or Contracting Party without being entitled to any further payment than that already invoiced to the Contracting Party upon delivery of the respective services/reports.

3.6 Bank details

All payments shall be made via electronic transfer to the following account of the Contractor:

Bank:

Bank Address:

Account holder:

BIC:

IBAN:

Each party covers its own banking fees.

3.7 Contractor Declaration

The expert declares that:

- he/she will not perceive other reimbursement/payments for the activities mentioned above;
- he/she is authorized by his/her Institution to participate to the activities of the Project.

4. TAXES AND DUTIES, INSURANCE

4.1 Taxes and Duties

The Contractor commits himself/herself to pay such taxes, duties, fees and other impositions that may be levied under the law applicable to the Contractor with respect to this Contract. The amounts specified before are deemed to include all these taxes, duties, fees and other impositions.

He/she furthermore commits him/herself to obey the rules (if any) valid for secondary employment as applicable to this contract.

The Contractor indicates

☐ not to be liable to VAT

☐ to be liable to VAT

at the time of contract signature and commits himself/herself to communicate to the Contracting Party if there is any change regarding his/her liability to VAT within the contract duration period.

In case the Contractor is VAT liable, please indicate:

VAT identification no.:

Issued for (name of the legal person):

VAT will be invoiced:

☐ yes

☐ no

In case the Contractor is liable to VAT but VAT is not being invoiced, the relevant invoice will contain a declaration that this is due to:

☐ Exemption rule of

☐ Reverse charge procedure according EU Directive 2008/8/EC will be applied (Contracting Party's VAT no.:).

Considering that, According to the Convention for the avoidance of double taxation of income and capital and for the prevention of fiscal evasion and fraud between Italy and the Country of residence of the Expert, SISPI will not be responsible for the management of any taxes and payroll costs related to the amount received if not requested by the recipient of the income, according to the above mentioned convention. Consequently the Contractor must provide a declaration according to the forms herein attached as Annex 2 duly filled in. Such forms, concerning the application of Conventions for the avoidance of double taxation (PLEASE SPECIFY), have been issued by the Italian Tax Agency (Director Resolution no. 2013/84404). If the Contractor does not provide such forms, according to Italian Law, SISPI will withhold a thirty per cent of the fees paid as per article 3.1 above. Notwithstanding the right of the Contractor to require the refund to the Italian Tax Agency.

According to the Regulation (EC) No 883/2004 of the European Parliament and of the Council of 29 April 2004 on the coordination of social security systems SISPI will not be responsible for the management of any social security contributions and payroll costs according to the Contractor's law country of residence.

4.2 Insurance

The Contractor is covered by accident and international travel health insurance for the duration of the mission (including travel) concluded by the Contracting party for the Contractor.

For any other kind of insurance beyond that coverage, the Contractor shall be responsible on his/her own according to the legislation of his/her country of residence. The Contracting Party accepts no liability. The remuneration paid in respect of this contract shall be deemed to include any contributions and /or premiums payable for such additional insurances.

5. REPORTING REQUIREMENTS

In addition to the reporting requirements as specified in the ToR, the Contractor will send a short mission report detailing the tasks implemented during his/her mission.

6. GENERAL OBLIGATIONS OF THE CONTRACTOR

6.1 Code of Conduct

The Contractor shall render the services provided under this contract in person in accordance with the contract. The Contractor shall respect the laws and practices prevailing in the Country of the mission.

The way in which the services referred to in this contract are performed and the choice of the materials used in the performance of these services shall take account of the local economic and social conditions, the financing possibilities and the general and specific economic and social conditions of the Programme.

6.2 Liability

The Contractor shall be liable to the Contracting Party for full performance of all obligations resulting from the Contract. The Contractor shall be liable for any damage s/he may cause during the performance of the contract. The Contracting Party shall not be liable for any compensation or repairs in respect of any such damage. Should the Contracting Party nevertheless be the subject of a claim for compensation or repairs the Contracting Party shall have the right to obtain corresponding compensation from the Contractor.

7. CONFLICT OF INTEREST

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of his/her services. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the services must be notified in writing to the Contracting Party without delay.

8. PROTECTIVE RIGHTS / COMMUNICATION AND PUBLICATION

8.1 Protective Rights

Any national or foreign protective rights or applications for protective rights, inventions, construction papers, procedures, papers or working papers obtained by the Contractor in performance of this contract shall belong to the Contracting Party, which may use them as it sees fit. If – pursuant to national law – any transferring act (such as offer of the respective right to the Contracting Party, transfer by declaration or the like) is required, the Contractor already agrees to perform such act.

Such copyright shall be the irrevocable property of the Contracting Party, which may transfer or dispose of it as it sees fit. No additional remuneration shall be made to the Contractor in respect of such copyright.

8.2 Communication and Publication

The Contractor shall not publish articles relating to the services which are the subject of this contract at any time before or after termination of the contract without the prior written consent of the Contracting Party.

The Contractor shall not make papers and working results of any kind accessible to third parties without the prior consent of the Contracting Party. The complete set of papers and working results shall be forwarded to the Contracting Party before the termination of the Contractor's work.

The Contractor shall at no time communicate to any third person any confidential information disclosed to him/her in the course of his/her activity under this contract.

The Contractor agrees to comply with the pertinent data protection regulations.

9. DATE OF EFFECTIVENESS

This Contract shall come into effect after signature by both parties.

10. TERMINATION

The Head Contract forms the basis of this Contract. Cancellation of the Head Contract between the Funding Agency and the Contracting Party is sufficient reason for the immediate cancellation of the Contract between the Contractor and the Contracting Party.

The Contracting Party may cancel the Contract immediately at any time if the Funding Agency or the Consortium Leader insists upon such a cancellation. The Contracting Party is entitled to cancel the Contract immediately at any time if the Contractor's work which is the subject of this Contract is not performed to the satisfaction of the Contracting Party and if the Contractor fails to comply with the requests of the Contracting Party in this regard. The reasons given here shall not be construed as in any way affecting, restricting or infringing statutory rights of extraordinary cancellation afforded by the law.

In the event of cancellation the Contractor shall submit all the reports and documentation required by the Contract for the services performed up to the date of the termination of the Contract. The Contractor shall only be entitled to payments for those services which were performed before the date of the termination of the Contract and which were accepted by the Contracting Party.

11. APPLICABLE LAW / PLACE OF JURISDICTION

Any dispute between the Parties relating to the existence, validity, interpretation, implementation and termination of the present Contract (or of any of its clauses) that the Parties are unable to settle amicably within 30 days of the notification of the dispute by the plaintiff to the other Party, shall be submitted to the judgment of the relevant Rome Court.

Italian Law is applicable to the present Contract.

12. AMENDMENTS

Any amendments to this Contract must be agreed in writing and concluded on the same terms as the original Contract.

Rome



for the Contracting Party:

Massimo Antichi

CEO OF ITALIA PREVIDENZA

S.I.S.P.I. S.P.A.

Annexes:

Annex A: Terms of Reference for Experts (ToREx)

Annex B: Tax Agency Forms



the Contractor:

.....

g) Annex G: Contract for Experts- EU Public Sector Staff



Contract for Experts - EU Public Sector staff

Between:

AGENCE FRANÇAISE D'EXPERTISE TECHNIQUE INTERNATIONALE - EXPERTISE FRANCE

(Hereinafter referred to as the « CONTRACTING PARTY » or “EXPERTISE FRANCE”) 73 rue de Vaugirard, 75006 PARIS, France, registered under the following numbers:

- Official name: Agence Française d'Expertise Technique Internationale (AFETI)
- Business identification number (SIRET number): 808 734 792 00019
- Intra-Community VAT number: FR36 808734792

Represented by Frédéric SANSIER, Director of the Social Protection & Employment,

Of the first part,

And:

NAME

(Hereinafter referred to as the « CONTRACTOR »)

- Registration number on the Registry of Companies: to be completed
- or
- Intra-Community VAT number : to be completed
- or
- Status (with reference to self-employment law) : to be completed

Represented by **Name**

Of the other part,

Hereinafter known collectively as the “Parties,”

The following is hereby agreed by the above-named Parties:

Now it is hereby agreed and declared as follows:

The Contracting Party is member of a European consortium (the “**Consortium**”) led by the Istituto Nazionale di Previdenza Sociale (« the **Consortium Leader** ») that has been awarded by The European Union, represented by its Delegation in China (hereinafter referred to as “**Funding Agency**”), the implementation of the programme “EU – China Social Protection Reform Project” (hereinafter referred to as “**the Programme**”) with the reference no. DCI/ASIE/2014/350-601. The Contract between the Funding Agency (hereinafter referred to as “**the Head Contract**”) and the Consortium Leader is the basis for the Contract between the Contracting Party and the Contractor.

The overall programme will run from 17 November 2014 to 16 November 2018 (48 months).

1. Contractual Services

The Contractor shall provide services for the following Activity:

Activity

The Contractor shall provide services as short-term expert with responsibility for the expected results as details in the attached Terms of Reference (ToR), which are binding parts of this Contract and constitutes an annex to it.

The Contractor acknowledges that in exceptional cases these tasks might be subject to modification in the course of the Activity if the Funding Agency, the Consortium Leader, the Contracting Party or the successful implementation of the Activity require so.

The Parties agree that the services are delivered on a freelance basis and that the present agreement does not constitute or is intended to constitute an employment contract.

2. Duration and Location of the Provision of Services

Duration

The Activity will take place from **date** to **date**

In the event of further time being required for the completion of the Activity and/or the above specified tasks, the period/scope of this Contract may be extended within the framework of the Action by an amendment if both parties agree.

Location of services

The Contractor will fulfil his/her duties according in **location**.

3. Remuneration of Services

Fixed Additional Allowances (FAA)

In remuneration of the working days rendered according to this Contract the Contracting Party shall pay the Contractor a Fixed Additional Allowances (FAA).

The Contractor being a public sector staff working within a public institution from one of the countries represented in the Consortium, he/she shall be paid a FAA of **EUR 250,00** per working day actually rendered, as per the Head Contract’s provisions related to “Flat rate for EU Public Sector staff”.

Home working days cannot be considered as working time, unless explicitly foreseen in the ToR.

For working days actually rendered the Contractor shall send the Time Sheet and the passenger receipt together with all boarding passes in original to the Contracting Party as proof of the days spent in China. Failure to submit these documents might result in the non-acceptance of working days by the Funding Agency and entitles the Contracting Party to withhold payment.

Only in exceptional cases work on weekends/public holidays with prior information to the Funding Agency including justification and approval by the Contracting Party is accepted. The notification has to be attached to and mentioned in the respective time-sheet.

Per diems

The Contractor will receive a per diem of **EUR** for each night spent on mission in China. The per diem is a lump sum that covers all expenses related the mission abroad (notably accommodation costs, meals, local travels; etc.) at the location and during the period of the Action.

Taxi fares to and from airports are considered to be covered as part of the per diem.

Visa

The Contractor is responsible for obtaining the visa by him-/herself.

Visa costs will be reimbursed in addition to the per diems, based on a copy of the visa and a proof of payment.

International Travel Costs

The Contracting Party will purchase the Contractor's flights upon prior consultation. The Contractor shall send the passenger receipt together with the relevant boarding passes in original to the Contracting Party after the journey as proof of days spent in China. Failure to submit these documents might result in the non-acceptance of working days and all related mission costs by the Funding Agency and entitles the Contracting Party to withhold payment.

Travel costs shall be paid only for flights (economy class) booked for the most practicable route between the Contractor's usual place of residence and the place where the services are to be performed.

Terms of Payment

The per diems are paid before the start of the Activity as an advance payment, within 30 days after receipt of the signed contract.

Upon receipt and approval of the expert's mission report and corresponding working papers and upon submission of the original contract and of an invoice setting out the services actually rendered, a duly signed time sheet as requested by the Funding Agency as proof of services, passenger receipt and boarding passes as supporting documents, the Contracting Party shall make payment for the FAA within 45 days.

All payments shall be made in Euro.

Any expenses incurred in another currency shall be reimbursed at the exchange rate specified in INFOREURO

(http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)

(published monthly by the European Commission) for the corresponding month).

All payments shall be made subject to the acceptance of the work results by the Contracting Party and the Funding Agency. If the Contractor's performance is rejected in part or in whole by the Contracting Party or the Funding Agency, the Contractor commits him-/herself to amend his/her performance/report according to the specifications and within a timeframe given by the Funding Agency or Contracting Party without being entitled to any further payment than that already invoiced to the Contracting Party upon delivery of the respective services/reports.

Bank details

All payments shall be made via electronic transfer to the following account of the Contractor:

Bank: xxx

Bank Address: xxx

Account holder: xxx

BIC: xxx

IBAN: xxx

Each party covers its own banking fees.

4. Taxes and Duties, Insurance

Taxes and Duties

The Contractor commits himself/herself to pay such taxes, duties, fees and other impositions that may be levied under the law applicable to the Contractor with respect to this Contract. The amounts specified before are deemed to include all these taxes, duties, fees and other impositions with the exception of VAT if the Contractor is registered for VAT or in France or in a Member State of the EU. In all other cases, VAT is deemed to be included in the remuneration of services (see point 3).

He/she furthermore commits him/herself to obey the rules valid for secondary employment as applicable to this contract.

The Contractor indicates

☐ not to be liable to VAT

☐ to be liable to VAT

at the time of contract signature and commits himself/herself to communicate to the Contracting Party if there is any change regarding his/her liability to VAT within the contract duration period.

In case that the Contractor is VAT liable, please indicate:

VAT identification no.:

Issued for (name of the legal person):

VAT will be invoiced: ☐ yes ☐ no

In case that the Contractor is liable to VAT but VAT is not being invoiced, this is due to:

☐ Exemption rule of

☐ Reverse charge procedure according EU Directive 2008/8/EC will be applied (Contracting Party's VAT no.: DE 186270469)

Insurance

The Contractor is covered by accident and international travel health insurance for the duration of the mission (including travel) concluded by the Contracting party for the Contractor.

For any other kind of insurance beyond that coverage, the Contractor shall be responsible on his/her own according to the legislation of his/her country of residence. The Contracting Party accepts no liability. The remuneration paid in respect of this contract shall be deemed to include any contributions and /or premiums payable for such additional insurances.

5. Reporting Requirements

In addition to the reporting requirements as specified in the ToR, the Contractor will send a short mission report detailing the tasks implemented during his/her mission.

6. General Obligations of the Contractor

Code of Conduct

The Contractor shall render the services provided under this contract in person in accordance with the contract. The Contractor shall respect the laws and practices prevailing in the Country of the mission.

The way in which the services referred to in this contract are performed and the choice of the materials used in the performance of these services shall take account of the local economic and social conditions, the financing possibilities and the general and specific economic and social conditions of the Programme.

Liability

The Contractor shall be liable to the Contracting Party for full performance of all obligations resulting from the Contract. The Contractor shall be liable for any damage s/he may cause during the performance of the contract. The Contracting Party shall not be liable for any compensation or repairs in respect of any such damage. Should the Contracting Party nevertheless be the subject of a claim for compensation or repairs the Contracting Party shall have the right to obtain corresponding compensation from the Contractor.

7. Conflict of interest

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of his/her services. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the services must be notified in writing to the Contracting Party without delay.

8. Protective Rights / Communication and Publication

Protective Rights

Any national or foreign protective rights or applications for protective rights, inventions, construction papers, procedures, papers or working papers obtained by the Contractor in performance of this contract shall belong to the Contracting Party, which may use them as it sees fit. If – pursuant to national law – any transferring act (such as offer of the respective right to the Contracting Party, transfer by declaration or the like) is required, the Contractor already agrees to perform such act.

Such copyright shall be the irrevocable property of the Contracting Party, which may transfer or dispose of it as it sees fit. No additional remuneration shall be made to the Contractor in respect of such copyright.

Communication and Publication

The Contractor shall not publish articles relating to the services which are the subject of this contract at any time before or after termination of the contract without the prior written consent of the Contracting Party.

The Contractor shall not make papers and working results of any kind accessible to third parties without the prior consent of the Contracting Party. The complete set of papers and working results shall be forwarded to the Contracting Party before the termination of the Contractor's work.

The Contractor shall at no time communicate to any third person any confidential information disclosed to him/her in the course of his/her activity under this contract.

The Contractor agrees to comply with the pertinent data protection regulations.

9. Date of Effectiveness

This Contract shall come into effect after signature by both parties.

10. Termination

The Head Contract forms the basis of this Contract. Cancellation of the Head Contract between the Funding Agency and the Contracting Party is sufficient reason for the immediate cancellation of the Contract between the Contractor and the Contracting Party.

The Contracting Party may cancel the Contract immediately at any time if the Funding Agency or the Consortium Leader insists upon such a cancellation. The Contracting Party is entitled to cancel the Contract immediately at any time if the Contractor's work which is the subject of this Contract is not performed to the satisfaction of the Contracting Party and if the Contractor fails to comply with the requests of the Contracting Party in this regard. The reasons given here shall not be construed as in any way affecting, restricting or infringing statutory rights of extraordinary cancellation afforded by the law.

In the event of cancellation the Contractor shall submit all the reports and documentation required by the Contract for the services performed up to the date of the termination of the Contract. The Contractor shall only be entitled to payments for those services which were performed before the date of the termination of the Contract and which were accepted by the Contracting Party.

11. Applicable Law / Place of Jurisdiction

Any dispute between the Parties relating to the existence, validity, interpretation, implementation and termination of the present Contract (or of any of its clauses) that the Parties are unable to settle amicably within 30 days of the notification of the dispute by the plaintiff to the other Party, shall be submitted to the judgment of the Paris Administrative Court.

French law is applicable to the present Contract.

12. Amendments

Any amendments to this Contract must be agreed in writing and concluded on the same terms as the original Contract.

Paris, **date**

for the Contracting Party:

the Contractor:

Frédéric Sansier

Name

Director, Social Protection & Employment Department

Expertise France

Annexes

Annex A

Terms of Reference








Annex B

Time Sheet

Annex C

Solemn statement confirming that the Expert is be authorized by his/her Institution to carry out activities on behalf of the Consortium and that he/she will not receive other emoluments outside the reimbursements paid by the Consortium

h) Annex H: Per diem table

ID	Country	Institution Name	China 	Italy 	Belgium 	France 	Spain 	Poland 	Czech Republic 
			Per Diem (the lowest between the European table and the Institution)	Per Diem (the lowest between the European table and the Institution)	Per Diem (the lowest between the European table and the Institution)	Per Diem (the lowest between the European table and the Institution)	Per Diem (the lowest between the European table and the Institution)	Per Diem (the lowest between the European table and the Institution)	Per Diem (the lowest between the European table and the Institution)
1	Italy	INPS - Executives	€ 246,00	€ 230,00	€ 232,00	€ 245,00	€ 212,00	€ 217,00	€ 230,00
		INPS - Employees C4-C5 and Professionals	€ 246,00	€ 230,00	€ 232,00	€ 245,00	€ 212,00	€ 217,00	€ 230,00
		INPS - Employees to C3	€ 215,00	€ 230,00	€ 232,00	€ 220,00	€ 212,00	€ 215,00	€ 230,00
2	Italy	FORMEZ	€ 213,00	€ 220,00	€ 220,00	€ 220,00	€ 212,00	€ 217,00	€ 220,00
3	Belgium	Federal Public Service Social Security	€ 234,00	€ 230,00	€ 232,00	€ 245,00	€ 212,00	€ 217,00	€ 220,00
4	Poland	Ministry of Labour and Social Policy	€ 246,00	€ 230,00	€ 232,00	€ 245,00	€ 212,00	€ 83,76	€ 206,10
5	Romania*	Ministry of Labour, Family, Social Protection and Elderly (I category - civil servants)	€ 240 (total amount in USD 267,00)	€ 230,00	€ 232,00	€ 245,00	€ 212,00	€ 217,00	€ 230,00
		Ministry of Labour, Family, Social Protection and Elderly (II category - officials: misters, secretaries of state, secretary general, deputy secretary general)	€ 246,00	€ 230,00	€ 232,00	€ 245,00	€ 212,00	€ 217,00	€ 230,00
6	Spain	Ministry of Employment and Social Security (MEySS)	€ 246,00	€ 230,00	€ 232,00	€ 216,96	€ 155,90	€ 165,88	€ 168,88
7	Spain	Fundación Internacional y para Iberoamérica de Administración y Políticas Públicas (FIAPP)	€ 246,00	€ 230,00	€ 232,00	€ 245,00	€ 212,00	€ 217,00	€ 230,00
8	France	Agence pour le développement et la coordination des relations internationales (ADECRI)	€ 246,00	€ 220,00	€ 143,00	€ 245,00	€ 132,00	€ 175,00	€ 180,00
9	Italy	National School of Administration	€ 213,00	€ 220,00	€ 220,00	€ 220,00	€ 212,00	€ 217,00	€ 220,00
10	Czech Republic	Ministry of Labour and Social Affairs of the Czech Republic	€ 246,00	€ 230,00	€ 232,00	€ 245,00	€ 212,00	€ 217,00	€ 117,20

*Please note that the values referring to the mission in China may vary according to the USD/EUR exchange rate. In any event the authorised amount will be the lowest between the European and Institution tables.

i) **Annex I: International Consultancy Agreement**

CONSULTING SERVICE AGREEMENT

This Consulting Service Agreement (this “**Agreement**”) is entered into in [place] on [date] by and between:

Italy “**Italia Previdenza - Società Italiana di Servizi per la Previdenza Integrativa or in abbreviated form SISPI S.p.a.**” Representative Office, the Representative Office registered in Beijing, China of a Company duly incorporated and existing under the laws of Italy, with its legal address in Via Carlo Spinola n. 11 in Rome, represented by its Chief Representative Mr. [•] (“**SISPI**”); and

Or, until the conclusion of Representative Office registration process

Italia Previdenza - Società Italiana di Servizi per la Previdenza Integrativa or in abbreviated form SISPI S.p.a., a Company duly incorporated and existing under the laws of the Italy, with its legal address at Via Carlo Spinola n. 11 in Rome, represented by its Chief Executive Officer Mr. Gabriele Uselli [•] (“**SISPI**”); and

[•], a citizen of the People’s Republic of China (the “**PRC**”), ID number [•], with his/her domicile located at [•] and phone no. of [•] (the “**Consultant**”).

SISPI and the Consultant may hereinafter be referred to individually as a “**Party**” or collectively as the “**Parties**”.

WHEREAS:

- 1) The European Commission and the Government of the People’s Republic of China have formulated a Project for the implementation of the China Social Protection Reform Project (“**Project**” or SPRP”);
- 2) The European Commission has envisaged to implement this action through a grant contract to be concluded with a Consortium of specialized public authorities and mandated bodies of the EU Member States (“**Consortium**”) in the area of social protection, whose Lead Applicant was identified in INPS;

3) INPS as Lead Applicant, also on behalf of the other Parties of the Consortium, filed the relevant Grant Application Form, which has been duly approved by the proper European Commission;

4) On 28th January 2016, SISPI has been authorized by the EU Delegation to China and Mongolia to join the Consortium as affiliated entity supporting INPS, as Lead Applicant, in payments, contracts, procurements and in Horizontal and Component 2 Secretariat activities;

5) SISPI registered a Representative Office in Beijing to manage its non commercial activities and tasks in China under the Social Protection Reform Project, **TO BE FILLED WITH THE RELEVANT REGISTRATION NUMBER** , including the recruitment of Chinese Experts for scientific purposes;

Or, until the conclusion of Representative Office registration process

5) Considering that SISPI has the legal entity of a private company, its non commercial activities and tasks under the Social Protection Reform Project in China, including the recruitment of Chinese Experts for scientific purposes, will be carried out through a Representative Office in Beijing, whose registration is underway;

6) Component 2 Resident Expert and Coordinator of the Social Protection Reform Project, who are entrusted to select Chinese Experts and to follow their activities, issued a Term of References to recruit a consultant and expert in the area of Social Protection (Annex 1), and Mr/Ms has been selected as the best candidate to fulfill this role;

7) SISPI, therefore, wishes to enter into a service agreement with Mr/Ms to obtain the consulting services from the Consultant in the PRC for [·] and the Consultant wishes to provide to SISPI the aforementioned consulting services, subject to the terms and conditions herein;

IF RELEVANT

8) The Consultant is a private employee, and the signing and performing of this agreement does not breach any non-competition obligation arising from his employment contract.

OR

8) The Consultant is a civil servant and, according to articles 42 and 53 of the Civil Servant Law of the People's Republic of China, issued by the Standing Committee of the National People's Congress on 27th April 2005, entered into force on 1st January 2006, has obtained the approval of the relevant organs of his/her Institution that will collect the fees paid under this Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. CONSULTING SERVICES

- 1.1 SISPI hereby appoint the Consultant, whose ID card is attached hereto as Annex 2, and the Consultant hereby agrees to be appointed by SISPI, to perform for the benefit of the Social Protection Reform Project, the consulting services (“Services”) in connection with [·], subject to the terms and conditions herein. The scope and schedule of the Services are stated in the attached Term of Reference Annex 2 and they will be detailed by Component 2 Resident Expert and Coordinator in charge.
- 1.2 The Consultant shall commence the performance of the Services on the effective date of this Agreement or on any other date as may be instructed by Component 2 Resident Expert and Component Coordinator of the Social Protection Reform Project.
- 1.3 The Consultant shall perform the Services at such time and in such places as Component 2 Resident Expert and Coordinator of the Social Protection Reform Project may instruct from time to time. The Consultant is obliged to follow such directions in relation to the Services as SISPI may notify to the Consultant from time to time.
- 1.4 The Consultant shall comply with all reasonable security and other office procedures and regulations (including without limitation health and safety policies) implemented by SISPI.
- 1.5 The Consultant shall report to SISPI through Component 2 Resident Expert and Component Coordinator the performance status of the Services in accordance with the requirements of SISPI.
- 1.6 The Consultant shall use his/her best efforts in order to perform the Services competently and in accordance with good industry practices by using all knowledges, skills and expertise that may be expected from an expert in the relevant sector.
- 1.7 When performing the Services, the Consultant shall promote the interests and good reputation of SISPI, of the Consortium and of the Project. Without the prior written consent of SISPI, the Consultant shall not make any promises, representations, warranties or guarantees concerning any of the activities both of SISPI and of the Project.

2. DECLARATION OF HONOUR - CONFLICTS OF INTERESTS – INDEMNITY CLAUSE

2.1 The Consultant declares on his/her Honour that he/she will not receive any other emoluments by any other third party outside the reimbursements received by SISPI for eventual missions carried out. The Consultant declares also that he/she is and will be in compliance with his/her obligations relating the payment of social security contributions or the payment of taxes in accordance with the provisions of Chinese Law.

2.2 The Consultant shall not be engaged in, during the term of this Agreement, any employment/consultancy relationship of any nature whatsoever, even if not in competition with the activity of SISPI and of Project. Any previous working or consultancy relationship of the Consultant with other companies, entities or individuals shall be terminated as of the execution date of this Agreement.

IF THE CONSULTANT IS A PRIVATE EMPLOYEE

2.3 The Consultant is a private employee, and he/she declares that he/she is not bound to any non-competition clause with his/her employer, and that signing and performing this agreement he/she does not breach any non-competition obligation arising from his employment contract.

2.4 The Consultant shall indemnify and hold SISPI harmless against any and all claims, losses, damages, costs, liabilities and expenses arising out of any breach of its obligations under this Article 2.

IF THE CONSULTANT IS A CIVIL SERVANT

2.3 The Consultant declares that, being civil servant, according to articles 42 and 53 of the Civil Servant Law of the People's Republic of China, issued by the Standing Committee of the National People's Congress on 27th April 2005, (entered into force on 1st January 2006), he/she has been duly authorized by his/her Institution and consequently the fees paid under this agreement

2.4 The Consultant shall indemnify and hold SISPI harmless against any and all claims, losses, damages, costs, liabilities and expenses arising out of any breach of its obligations under this Article 2.

3. INDEPENDENT CONTRACTOR

- 3.1 The Consultant shall work as an independent contractor, make independent decisions and judgements, and bear the corresponding risks regarding the Services. Nothing in this Agreement shall be construed as creating an employment or agency, or partnership relationship between SISPI and the Consultant.
- 3.2 The Consultant is not entitled to conclude contracts or to provide guarantees to any customers of SISPI or to a third party, or to make any other arrangements in SISPI's name.
- 3.3 The Consultant shall not be considered as an employee of SISPI under any circumstance, and shall not rely on this Agreement to enjoy any benefit or preferential treatment that SISPI provides to its employees.

4. FEES, REIMBURSEMENT, PAYMENT METHOD, TAX AND EXPENSES

- 4.1 In consideration of the Services to be provided by the Consultant hereunder for the benefit of Social Protection Reform Project, the Parties agree that SISPI shall pay to the Consultant (Fees).”). The Fees are inclusive of any taxes payable. Furthermore, in case the Consultant provides his/her Services out from his/her city of residence, SISPI shall pay to the Consultant per diem, flights and local transportation directly connected with Services provided according to this Agreement.
- 4.2 Any instalment of the Fees shall be paid within thirty (30) working days after receiving by SISPI of the relevant invoice and technical report and/or any other output the Consultant must provide according to Term of Reference.
- 4.3 Any individual income tax, value added tax, business tax or any other applicable taxes imposed by PRC tax authorities to the Consultant in connection with this Agreement shall be declared, paid and borne by the Consultant. Any compulsory welfare contributions and social insurance shall be borne and paid by the Consultant.
- 4.4 Any amount due and payable by SISPI to the Consultant under this Agreement shall be made in [RMB] by means of bank remittance to the bank account designated by the Consultant.

5. TERM AND TERMINATION

- 5.1 Unless this Agreement is terminated in accordance with the provisions hereof, the term of this Agreement is indicated in Term of Reference attached as Annex 2, starting from the day when the Agreement is duly signed by the Parties.
- 5.2 SISPI shall have the right to terminate this Agreement by a written notice to the Consultant with immediate effect and may also resort to legal action in order to claim compensation for the damages incurred thereof, should any of the following circumstances occur:
- i. the Consultant has committed a serious breach of any of his or her obligations under this Agreement and fails to rectify such breach in five (5) working days upon receipt of a written notice from SISPI or such breach is not rectifiable;
 - ii. serious misconduct or wilful neglect of the Consultant in performing the Services, which causes SISPI to suffer a loss of over Euro [1,000];
 - iii. the Consultant is convicted of any criminal or administrative offence, which, in the reasonable opinion of SISPI, brings SISPI into serious disrepute;
 - iv. for any reason whatsoever, the Consultant fails to perform Services hereunder for consecutive three (3) workings, without the prior written consent of SISPI; or
 - v. the Consultant breaches his or her obligations under article 2.1 hereof.
- 5.3 Without prejudicing the provisions under article 5.2, SISPI shall have the right, at any time and for any or no reason, to unilaterally terminate this Agreement without any liability whatsoever, by a written notice to the Consultant..
- 5.4 If this Agreement is terminated for whatsoever reason, the Consultant shall: (i) immediately cease to refer himself or herself as the consultant of SISPI and or of the Project; and (ii) within five (5) working days since the termination of this Agreement, return to SISPI all brochures, books, documents and materials bearing the trademark or trade name of SISPI/SPRP, all documents containing any Confidential Information (as defined below) of SISPI/SPRP and all properties of SISPI/SPRP in his or her possession or custody.
- 5.5 Notwithstanding anything provided herein, no matter this Agreement is terminated for whatever reason, SISPI shall only be liable to pay the Fees for the Services performed up to the termination of this Agreement.

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 “Confidential Information” means any information of a technical, financial and commercial nature, with respect to SISPI and Partners and Stakeholder of Social Protection Reform Project or their respective affiliates, that has been or will be made available to the Consultant by SISPI in the course of the preparation, negotiation, execution and implementation of this Agreement.
- 6.2 The Consultant shall keep secret and not disclose to any third party any Confidential Information except with the prior written consent of SISPI or as required by law.
- 6.3 The Consultant acknowledges and confirms that SISPI and/or the Consortium is and shall remain to be the exclusive owner of SISPI/SPRP’s intellectual property, including but not limited to trademarks, domain names, patents, know-how, inventions, copyright, data and any other intellectual property rights subsisting in or used in connection with the products or services of SISPI/SPRP, including any documentation and/or manuals relating thereto (“SISPI/SPRP’s Intellectual Property”).
- 6.4 The Consultant agrees that, in the term of this Agreement and after its termination or expiry, it shall not, directly or indirectly (i) challenge, contest or attack the ownership by SISPI or SPRP of SISPI/SPRP’s Intellectual Property; or (ii) seek to register as trademark, corporate name, patent, copyright, domain name or otherwise or to claim ownership of any of SISPI/SPRP’s Intellectual Property, or any other designation similar to SISPI/SPRP’s Intellectual Property.

In addition to all the remedies provided under the provisions of the applicable law and of this Agreement, in case of breach of the aforesaid obligations, if any such breach is not cured within 10 (ten) working days, the Consultant shall pay to SISPI a penalty in the amount of Euro [100,000], save for any further damages. The penalty shall be payable within 10 (ten) working days as from the receipt of the payment demand.

- 6.5 The ownership of and copyrights in any reports, drawings, inventions, computer programmes, software, documents or data in any form which the Consultant may draft, create, edit or prepare when performing the Services shall belong to SISPI/SPRP.

7. FORCE MAJEURE

- 7.1 “**Force Majeure**” refers to any event or the combination of events which directly prevents or delays the fulfilment by any Party of its obligations under this Agreement, the occurrence of which is unforeseeable and beyond the control of such Party, and the occurrence and/or direct results of which could not have been avoided by exercise of due care. Such event shall include but not be limited to floods, droughts, typhoons, earthquakes, other natural disasters, fire, war, acts of war or other hostilities, riots, transportation accidents, and government actions.
- 7.2 If any Party is unable to fulfil any or all of its obligations under this Agreement due to any Force Majeure, such Party shall not be considered to be in default under this Agreement and shall not assume the liability to compensate, but it shall continue to fulfil its other obligations hereunder which are not affected by the Force Majeure event.
- 7.3 If the occurrence or consequences of Force Majeure result in major impairment to the performance of this Agreement for a period in excess of fifteen (15) days and the Parties fail to find an equitable solution, any Party may terminate this Agreement by a written notice to the other Party.

8. INDEMNIFICATION

- 8.1 Either Party shall indemnify and hold the other Party harmless against any and all claims, losses, damages, costs, liabilities and expenses (including attorney’s fees and other legal costs) arising out of any breach of its obligations under this Agreement.

9. APPLICABLE LAW AND DISPUTE RESOLUTION

- 9.1 This Agreement is governed by and shall be construed in accordance with the PRC laws.
- 9.2 Any dispute arising from or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties. The language of the arbitration shall be Chinese. The place of the arbitration shall be Beijing.

10. MISCELLANEOUS

- 10.1 Unless otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be deemed to be given when delivered personally or mailed or sent by telefax to the Party to be notified at the address set forth in this Agreement.
- 10.2 The headings and sub-headings in this Agreement and Appendixes are included for convenience and ease of reference only and shall not affect the interpretation of this Agreement. The recitals and Appendixes shall form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.
- 10.3 None of the Parties hereto may transfer or assign its rights or obligations in whole or in part hereunder without the prior written consent of the other Party, saving that SISPI may transfer or assign its rights or obligations in whole or in part hereunder to one of its affiliates without the written consent of the Consultant.
- 10.4 If any provision of this Agreement shall be held illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction.
- 10.5 This Agreement constitutes the entire agreements between the Parties with respect to its subject matter, and supersedes all previous agreements, arrangements and understandings, written or oral, relating to its subject matter. This Agreement shall not be altered, amended, modified or changed except in writing signed by the Parties.
- 10.6 This Agreement is written in English and is signed in two (2) copies, with each Party holding one (1) copy. This Agreement shall become effective on the date it is duly signed by the Parties.

APPENDIXES:

Appendix 1: Photocopy of ID Card of Consultant

Appendix 2: Term of Reference

(Execution Page)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

[SISIP S.p.A.]

Consultant

Signature: _____

Signature: _____

Name:

Name:

Title:

j) Annex J: Specific rules applicable to Italian Short Term Expert management

Concerning missions of Italian Short Term Experts, if he/she is a worker resident in Italy and employee of the Italian public administration (e.g. Italian Ministry of Labour or INPS), it will be always applied the Italian tax legislation. As already clarified by Italian Revenue Agency, treatments "fees" and "per diems" addressed to employees of the Institution who will participate in a mission in China, are considered as "allowances paid for travel or missions abroad and they contribute, therefore, to create income for the portion exceeding 77.47 euro "(art. 51, subparagraph 5).

In this regard it is worth noting that this rule, in regulating transfers' system of taxation outside the Country where the place of work is, introduces three different methods of reimbursement to the employee, the one alternative to the other:

1. flat rate travel expenses: travel expenses are excluded from taxable income up to the amount of 46.48 euro per day, raised to 77.47 euro for travel abroad, net of travel and transportation expenses, always assuming that they were reimbursed analytically. Amounts exceeding these limits are subject to taxation.
2. analytical reimbursement: analytical reimbursement of expenses for meal and accommodation, travel expenses, including in the form of mileage allowance and those of transportation, shall not constitute income, when the same expenses are reimbursed on the basis of appropriate documentation.
The reimbursement of additional expenses not documented (eg, laundry, telephone, parking, tips, etc.), if analytically certified by the employee on away, is taxed only if it exceeds 15,49 euro per day (25, 82 euro for travel abroad).
3. mixed reimbursement: if a refund of the analytical costs of meal and accommodation is paid even together with a travel expense, the deductibles of 46.48 euro and 77.47 euro are reduced. Even in this case, the reimbursement of travel and transport expenses, always assuming that they are analytically documented, don't create any income for the employee.

In particular, the tax free portion of the travel expense is reduced:

- by one third (then it amounts to 30.99 euro and 51.65 euro), in case of reimbursement of meal or accommodation;
- by two thirds, (then reduced to 15,49 euro and 25,82 euro), if they are to be reimbursed both the expenses of meal and accommodation.

With regard to missions of Italian Short Term Experts who are INPS employees, these amounts will be subject to withholding tax and to contribution and they will be regularly certified in a CU, issued by INPS, related to the tax year in which those amounts are perceived.

As regards missions of Italian Short Term expert who are not INPS employees (e.g. employees in the Ministry of Labour), it will be applied the Italian tax legislation mentioned above. INPS will communicate to the institution to which they belong a detail of amounts repaid to the Short-term in order to allow his/her Institution to determine the equalization tax year-end and to release its CU.

This is indispensable to avoid the application of social security contributions and withholding taxes tax as a provisional tax on amounts paid for any reason by INPS to the Short Term Expert.