



Co-funded by
the European Union



ISTITUTO COMPRENSIVO STATALE "Gregorio Caloprese" - 87029 SCALEA (CS)

TEL. / FAX: 0985 – 20988 - Via Fazio degli Uberti, 1

- www.icscalea.edu.it – E – mail : csie8ay00b@istruzione.it – PEC: csic8ay00b@pec.istruzione.it

cod. Meccanografico CSIC8AY00B - cod.fisc. 82000990786

ISTITUTO COMPRENSIVO STATALE - "GREGORIO CALOPRESE"-SCALEA

Prot. 0000456 del 14/01/2023

VI-1 (Uscita)

AI GENITORI DEGLI ALUNNI dell'IC di SCALEA

SCUOLA SECONDARIA DI PRIMO GRADO

ALL'ALBO ON LINE

AL SITOWEB SEZIONE PROGETTO ERASMUS

AGLI ATTI

OGGETTO: BANDO SELEZIONE ALUNNI -

Progetto: **Kids on the GO – cycling for health and environment**

- 101048382 - ERASMUS-SPORT-2021-SCP

Numero Progetto: 101048382

CUP: J21I21000040006

IL DIRIGENTE SCOLASTICO

- VISTO** il R.D 18 novembre 1923, n. 2440, concernente l'amministrazione del Patrimonio e la Contabilità Generale dello Stato ed il relativo regolamento approvato con R.D. 23 maggio 1924, n. 827 e ss.mm. ii.;
- VISTA** la legge 7 agosto 1990, n. 241 "Nuove norme in materia di procedimento amministrativo e di diritto di accesso ai documenti amministrativi" e ss.mm.ii.;
- VISTO** il Decreto del Presidente della Repubblica 8 marzo 1999, n. 275, concernente il Regolamento recante norme in materia di autonomia delle Istituzioni Scolastiche, ai sensi della legge 15 marzo 1997, n. 59;
- VISTA** la legge 15 marzo 1997 n. 59, concernente "Delega al Governo per il conferimento di funzioni e compiti alle regioni ed enti locali, per la riforma della Pubblica Amministrazione e per la semplificazione amministrativa";
- VISTO** il Decreto Legislativo 30 marzo 2001, n. 165 recante "Norme generali sull'ordinamento del lavoro alle dipendenze della Amministrazioni Pubbliche" e ss.mm.ii.;
- VISTA** la legge 13 luglio 2015 n. 107, concernente "Riforma del sistema nazionale di istruzione e formazione e delega per il riordino delle disposizioni legislative vigenti";
- VISTO** il D.Lgs. 18 aprile 2016, n. 50;
- VISTO** il Decreto Legislativo 19 aprile 2017, n.56, recante "disposizioni integrative e correttive del Decreto Legislativo 18 aprile 2016, n. 50";
- VISTO** il Decreto Interministeriale 28 agosto 2018 n. 129;
- CONSIDERATO** che, nel marzo 2021, è stato pubblicato un bando afferente al programma Erasmus + Sport e che l'I.C. G. Caloprese ha ritenuto di partecipare a detto bando;
- VISTO** il finanziamento approvato dalla Commissione Europea per la realizzazione del Programma ERASMUS+ Kids on the GO – **cycling for health and environment**, pari ad € 120.000,00;
- VISTA** la convenzione di sovvenzione Progetto 101048382 sottoscritta con l'Agenzia Esecutiva per l'istruzione e la cultura (EACEA) per il progetto KA220 che prevede altri quattro partners beneficiari prot. n.0009087 del 28/07/2022;

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them."

"Finanziato dall'Unione Europea. Le opinioni e le opinioni espresse sono tuttavia solo quelle degli autori e non riflettono necessariamente quelle dell'Unione Europea o di [nome dell'autorità concedente]. Né l'Unione Europea né l'autorità concedente possono essere ritenuti responsabili per loro".



Co-funded by
the European Union



ISTITUTO COMPRENSIVO STATALE "Gregorio Caloprese" - 87029 SCALEA (CS)

TEL. / FAX : 0985 - 20988 - Via Fazio degli Uberti, 1

- www.icscalea.edu.it - E - mail : csic8ay00b@istruzione.it - PEC : csic8ay00b@pec.istruzione.it

cod. Meccanografico CSIC8AY00B - cod.fisc. 82000990786

- VISTA** l'assegnazione del Codice Unico di Progetto di investimento Pubblico da parte della Presidenza del Consiglio dei Ministri — Comitato Interministeriale per la Programmazione Economica – **CUP:** J21I21000040006;
- VISTA** la convenzione di sovvenzione prot.n. 0010868 del 22/09/2022 relativa al finanziamento finalizzata alla realizzazione del progetto Erasmus+ Azione KA220 – Settore Istituzioni Scolastiche avente codice progetto:
Kids on the GO – cycling for health and environment
- 101048382 - ERASMUS-SPORT-2021-SCP
Numero Progetto: 101048382
CUP: J21I21000040006
- VISTA** la nota MIUR n. 25674 del 27/12/2018, avente per oggetto "Nuovo piano dei conti e nuovi schemi di bilancio delle istituzioni scolastiche", in base alla quale il Progetto in oggetto è stato inserito nell'esercizio finanziario 2022 nella scheda Progetto (P06) Prog. ERASMUS+ N. 101048382 afferente alla categoria di destinazione "P02 — Progetti in ambito umanistico e sociale" - scheda finanziaria P/P02/18 (ERASMUS -PROGETTO 101048382 -KIGO) dell'E.F. 2022 -decreto assunzione in bilancio prot. n. 0011467 del 05/10/2022;
- PRESO ATTO CHE** per l'Attuazione del suddetto Progetto il Dirigente Scolastico con Decreto Prot. n.0011509 del 06/10/2022 è stato nominato Responsabile Unico del Procedimento;
- VISTO** il D.P.R. N° 275/99, Regolamento dell'autonomia Scolastica e ss. mm. ii.;
- VISTI** il Decreto Interministeriale del 28 agosto 2018, n. 129, recante "Regolamento concernente le Istruzioni generali sulla gestione amministrativo-contabile delle Istituzioni scolastiche";
- VISTE** le delibere degli OO.CC. riguardante l'approvazione del P.T.O.F. 2022-2025 della Scuola e ss.mm.ii.;
- VISTE** le Linee Guida e Norme di attuazione dei progetti ERASMUS+ versione 2 (2022) del 26/01/2022;
- PRESO ATTO** che il Programma Erasmus KIGO n. 101048382 – contenuto nel formulario autorizzato dall'Agenzia Esecutiva europea per l'istruzione e cultura (EACEA) – ha una durata annuale
- CONSIDERATO** che le attività progettuali prevedono:
- sviluppare la dimensione europea dell'educazione favorendo l'orientamento verso stili di vita sani e sportivi;
 - incoraggiare i ragazzi all'uso quotidiano della bicicletta come mezzo di trasporto sostenibile, divertimento e socializzazione;
 - creare una rete europea per lo scambio di "buone pratiche" dal fine di sviluppare un toolkit fisico- didattico replicabile a livello europeo;
 - potenziare lo sviluppo di un'offerta formativa globalmente coerente con i bisogni di un sapere ed agire adeguato alle nuove esigenze del territorio e proiettata verso orizzonti europei;
- CONSIDERATA** la necessità di organizzare le attività didattiche finalizzate all'educazione stradale, all'uso consapevole della bicicletta come mezzo di trasporto sostenibile nonché attività di accoglienza interna ed esterna in ambito di partenariato e di organizzazione dei vari eventi ed attività per perseguire le finalità e gli obiettivi del progetto sopra citato;
- CONSIDERATA** la necessità di selezionare n.100 allievi (50% Maschi e 50% femmine) così come previsto dal progetto;
- CONSIDERATO** la durata annuale del progetto;

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them."

"Finanziato dall'Unione Europea. Le opinioni e le opinioni espresse sono tuttavia solo quelle degli autori e non riflettono necessariamente quelle dell'Unione Europea o di [nome dell'autorità concedente]. Né l'Unione Europea né l'autorità concedente possono essere ritenuti responsabili per loro".

ISTITUTO COMPRENSIVO STATALE "Gregorio Caloprese" - 87029 SCALEA (CS)

TEL. / FAX : 0985 - 20988 - Via Fazio degli Uberti, 1

- www.icscalea.edu.it - E - mail : csic8ay00b@istruzione.it - PEC: csic8ay00b@pec.istruzione.it

cod. Meccanografico CSIC8AY00B - cod.fisc. 82000990786

Tutto ciò visto, considerato, dato atto, ritenuto, atteso e rilevato, che costituisce parte integrante della presente determina,

INDICE BANDO PER IL RECLUTAMENTO DEGLI ALLIEVI

n. 100 alunni iscritti all'Istituto Comprensivo "G. Caloprese" di Scalea alla Scuola Secondaria di Primo Grado

Requisiti per l'ammissione alla selezione:

- Possesso di una bicicletta
- Capacità di andare in bicicletta (verificata attraverso una breve prova pratica)
- Idoneità allo svolgimento dell'attività motoria

La selezione avverrà secondo la seguente griglia di valutazione:

	PARAMETRI	PUNTI
A	Reddito annuo - ISEE (fino a 3.000 € punti 10, da € 3.001 a 6.000 punti 8, da € 6.001 a 15.000 punti 6, da € 15.001 a 20.000 punti 4, oltre € 20.000 punti 2)	Max 10
B	Voto di condotta 10 (10 punti); 9 (8 punti); 8 (6 punti); 7 (5 punti) Inferiore al 7 (3 punti)	Max 10
C	Rischio dispersione e/o abbandono (valutazione della scuola)	5
D	Immigrato/BES/DSA	5
E	Disabile (certificato L.104/92)	Ammesso di diritto
	Gli alunni selezionati dovranno essere al 50% di genere maschile e al 50% di genere femminile	

La selezione sarà fatta da una Commissione nominata dal Dirigente Scolastico. In presenza di un numero inferiore di istanze di partecipazione sarà la Commissione, a giudizio insindacabile, ad individuare gli alunni necessari a raggiungere il numero prestabilito, tenendo conto dei criteri di selezione di cui al bando e del maggior tasso di dispersione e disagio socio-culturale. N.B. Si precisa che, compatibilmente con il numero di richieste pervenute, si cercherà di individuare i beneficiari, in quota percentuale, all'interno di ogni singola classe coinvolta nel progetto.

A parità di punteggio prevale il candidato meno giovane e l'ordine di arrivo dell'istanza.

In caso di sopravvenute rinunce si procederà a scorrimento della graduatoria.



Co-funded by
the European Union



ISTITUTO COMPRENSIVO STATALE "Gregorio Caloprese" - 87029 SCALEA (CS)

TEL. / FAX : 0985 – 20988 - Via Fazio degli Uberti, 1

- www.icscalea.edu.it – E – mail : csic8ay00b@istruzione.it – PEC : csic8ay00b@pec.istruzione.it

cod. Meccanografico CSIC8AY00B - cod.fisc. 82000990786

Obblighi degli allievi

Ogni allievo, unitamente ai genitori stipulerà con l'istituzione scolastica un patto formativo in cui saranno previsti gli obblighi e gli impegni vincolanti per la partecipazione. E' obbligatorio, per gli alunni partecipanti, svolgere le attività programmate con assiduità e sottoporsi alle verifiche iniziali, in itinere e finali per la conclusione del percorso nonché apporre la propria firma sul registro didattico opportunamente predisposto. Per gli alunni disabili, verranno concordate con i genitori le modalità di partecipazione di ognuno al fine di garantire l'inclusione e la sicurezza degli stessi.

Il progetto si svolgerà tra i mesi di gennaio e giugno 2023 e prevede attività didattiche da svolgersi in classe in orario extracurricolare (educazione stradale e a stili di vita sani); Quiz game; Bike bus (percorso casa-scuola con la bici accompagnati da adulti); Green star contest; EU Bike Challenge.

Per ulteriori informazioni è possibile consultare il sito: <https://www.kidsonthego.eu> .

Costo del percorso formativo

La partecipazione è totalmente gratuita in quanto il programma è interamente finanziato dal Programma Erasmus+ dell' U.E..

Modalità di presentazione delle domande:

Possono presentare la domanda di partecipazione, secondo il modello di domanda predisposto da questa Istituzione Scolastica (vedi allegato A), chiedendo la partecipazione al progetto.

Le domande, corredate da domicilio, numero di telefono e copia di un documento di riconoscimento in corso di validità di un genitore, dovranno pervenire presso l'Ufficio di segreteria entro giorno **21 GENNAIO 2023**, consegnate **brevi manu** o tramite mail all'indirizzo csic8ay00b@istruzione.it

Non si terrà conto, delle istanze pervenute oltre il termine fissato.

Gli esiti della selezione saranno pubblicati all'albo della scuola il **24 GENNAIO 2023**.

L'affissione ha valore di notifica agli interessati che, qualora ne dovessero ravvisare gli estremi, potranno produrre ricorso entro (7) **SETTE** giorni dalla data di pubblicazione.

Eventuali ulteriori informazioni potranno essere richieste alla Segreteria dell'Istituto. Ci si riserva di verificare i contenuti della dichiarazione in domanda.

La partecipazione degli allievi selezionati non comporterà oneri per le famiglie.

Tutela della Privacy

I dati personali forniti saranno oggetto di trattamento esclusivamente per le finalità del presente Bando e per scopi istituzionali, nel rispetto del Decreto Legislativo n°196/2003 e ss.mm.ii "Codice in materia di protezione dei dati personali" e del RE 2016/679 - GDPR, anche con l'ausilio di mezzi elettronici e comunque automatizzati.

Il presente bando viene affisso all'Albo della Scuola all'indirizzo www.icscalea.edu.it in Amministrazione Trasparente.

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them."

"Finanziato dall'Unione Europea. Le opinioni e le opinioni espresse sono tuttavia solo quelle degli autori e non riflettono necessariamente quelle dell'Unione Europea o di [nome dell'autorità concedente]. Né l'Unione Europea né l'autorità concedente possono essere ritenuti responsabili per loro".



Co-funded by
the European Union



ISTITUTO COMPRENSIVO STATALE "Gregorio Caloprese" - 87029 SCALEA (CS)

TEL. / FAX : 0985 – 20988 - Via Fazio degli Uberti, 1

- www.icscalea.edu.it – E – mail : csie8ay00b@istruzione.it – PEC: csic8ay00b@pec.istruzione.it

cod. Meccanografico CSIC8AY00B - cod.fisc. 82000990786

Responsabile del Procedimento

Ai sensi dell'art. 31 del decreto legislativo 18 aprile 2016, n. 50 e dell'art. 5 della Legge 7 agosto 1990, n. 241, viene nominato Responsabile del Procedimento il Dott. Saverio ORDINE, Dirigente Scolastico dell'Istituto.

All. A -Istanza con scheda autovalutazione punteggi.

IL DIRIGENTE SCOLASTICO
Dott. Saverio ORDINE
documento firmato digitalmente

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them."

"Finanziato dall'Unione Europea. Le opinioni e le opinioni espresse sono tuttavia solo quelle degli autori e non riflettono necessariamente quelle dell'Unione Europea o di [nome dell'autorità concedente]. Né l'Unione Europea né l'autorità concedente possono essere ritenuti responsabili per loro".



Co-funded by
the European Union



ISTITUTO COMPRENSIVO STATALE "Gregorio Caloprese" - 87029 SCALEA (CS)

TEL. / FAX : 0985 - 20988 - Via Fazio degli Uberti, 1
- www.icscalea.edu.it - E - mail : csic8ay00b@istruzione.it - PEC: csic8ay00b@pec.istruzione.it
cod. Meccanografico CSIC8AY00B - cod.fisc. 82000990786

AII.A

Al Dirigente Scolastico
Dell' I.C. di SCALEA

OGGETTO: DOMANDA DI PARTECIPAZIONE ALLA SELEZIONE ALLIEVI PROGETTO KIDS ON THE GO – cycling for health and environment -101048382-ERASMUS-SPORT-2021-SCP

GENITORE (O ESERCENTE POTESTÀ GENITORIALE)

Il/La sottoscritto/a....., nato/a (Prov),
il, C.F.
residente ain via
n.c....., n. cellulare.....
email, esercente la potestà genitoriale
sull'allievo.....
nato/a (Prov.....),il
C.F.....residente a.....
in....., n.c., frequentante la
classe della scuola

CHIEDE

Alla SV che il proprio/a figlio/a possa partecipare, in qualità di Allievo/a alla selezione di cui al bando in oggetto.

Autorizza lo stesso a partecipare al progetto di cui all'oggetto.

A tal fine, DICHIARA, ai sensi degli artt. 46 e 47 del DPR 445 del 28.12.2000, a conoscenza del disposto dell'art.76 dello stesso DPR, che testualmente recita:

Art. 76 - Norme penali.

1. *Chiunque rilascia dichiarazioni mendaci, forma atti falsi o ne fa uso nei casi previsti dal presente testo unico è punito ai sensi del codice penale e delle leggi speciali in materia.*
2. *L'esibizione di un atto contenente dati non più rispondenti a verità equivale ad uso di atto falso.*
3. *Le dichiarazioni sostitutive rese ai sensi degli articoli 46 (certificazione) e 47 (notorietà) e le dichiarazioni rese per conto delle persone indicate nell'articolo 4, comma 2, (impedimento temporaneo) sono considerate come fatte a pubblico ufficiale.*
4. *Se i reati indicati nei commi 1,2 e 3 sono commessi per ottenere la nomina ad un pubblico ufficio o l'autorizzazione all'esercizio di una professione o arte, il giudice, nei casi più gravi, può applicare l'interdizione temporanea dai pubblici uffici o dalla professione e arte.*

Fermo restando, a norma del disposto dell'art. 75, dello stesso D.P.R. n. 445/2000, nel caso di dichiarazione non veritiera, la decadenza dai benefici eventualmente conseguiti e sotto la propria personale responsabilità,

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them."

"Finanziato dall'Unione Europea. Le opinioni e le opinioni espresse sono tuttavia solo quelle degli autori e non riflettono necessariamente quelle dell'Unione Europea o di [nome dell'autorità concedente]. Né l'Unione Europea né l'autorità concedente possono essere ritenuti responsabili per loro".



Co-funded by
the European Union



ISTITUTO COMPRENSIVO STATALE "Gregorio Caloprese" - 87029 SCALEA (CS)

TEL. / FAX : 0985 – 20988 - Via Fazio degli Uberti, 1
- www.icscalea.edu.it – E – mail : csie8ay00b@istruzione.it – PEC: csic8ay00b@pec.istruzione.it
cod. Meccanografico CSIC8AY00B - cod.fisc. 82000990786

- Reddito ISEE (facoltativo – In caso di mancata indicazione verrà considerato il reddito massimo)
- Che l'allievo è
 - Immigrato
 - Disabile
 - BES/DSA

* Voto di comportamento riportato nell' a. s. 2021/22.....

SCHEDA DI AUTOVALUTAZIONE

A	Reddito annuo - ISEE (fino a 3.000 € punti 10; da € 3.001 a 6.000 punti 8; da € 6.001 a 15.000 punti 6; da € 15.001 a 20.000 punti 4; oltre € 20.000 punti 2)	Max 10		
B	Voto di comportamento 10 (10 punti); 9 (8 punti); 8 (6 punti); 7 (5 punti) Inferiore al 7 – Non ammesso	Max 10		
C	Rischio dispersione e/o abbandono (valutazione della scuola)	5		
D	Immigrato/BES/DSA	5		
E	Disabile (certificato L.104/92)	Ammesso di diritto		

Acconsente ad eventuali controlli che l'Istituto scolastico possa porre in essere.

Dichiara, inoltre:

- Che è informato sulla modalità di realizzazione del progetto.
- Che in alcune delle attività verrà utilizzata la bicicletta come mezzo di trasporto
- Di assumere la piena responsabilità per tutto quanto l'allievo possa eventualmente commettere di dannoso verso persone e/o cose.
- Di esonerare l'Istituzione scolastica da qualsiasi evento, non ad essa imputabile, che potrebbe verificarsi a danno dell'allievo
- Che l'allievo è idoneo a partecipare alle azioni del progetto di cui all'oggetto.

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them."

"Finanziato dall'Unione Europea. Le opinioni e le opinioni espresse sono tuttavia solo quelle degli autori e non riflettono necessariamente quelle dell'Unione Europea o di [nome dell'autorità concedente]. Né l'Unione Europea né l'autorità concedente possono essere ritenuti responsabili per loro".



Co-funded by
the European Union



ISTITUTO COMPRENSIVO STATALE "Gregorio Caloprese" - 87029 SCALEA (CS)

TEL. / FAX : 0985 – 20988 - Via Fazio degli Uberti, 1

- www.icscalea.edu.it – E – mail : csic8ay00b@istruzione.it – PEC: csic8ay00b@pec.istruzione.it

cod. Meccanografico CSIC8AY00B - cod.fisc. 82000990786

- Che è informato sui servizi video-fotografici facenti parte dello stesso progetto e, pertanto, ne autorizza l'effettuazione, anche riguardante la persona e l'immagine dell'allievo, senza richiedere alcuna forma di rimborso e ne autorizza la diffusione secondo i termini di legge.

Autorizzazione trattamento dati – Regolamento UE 2016/679

Il sottoscritto acconsente e autorizza ai sensi e per gli effetti dell'art. 7 e ss. Del Regolamento (UE) 2016/679, con la sottoscrizione del presente modulo, al trattamento dei dati personali secondo le modalità e nei limiti di cui al regolamento anzi menzionato, ivi inclusi quelli considerati come categorie particolari di dati.

Si allega:

Fotocopia, ai sensi dell'art. 38 DPR 445/2000, documento (dell'esercente la potestà genitoriale) _____ n. _____
rilasciato da _____ il _____

Distinti saluti

SCALEA, _____

Firma dei genitori _____

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them."

"Finanziato dall'Unione Europea. Le opinioni e le opinioni espresse sono tuttavia solo quelle degli autori e non riflettono necessariamente quelle dell'Unione Europea o di [nome dell'autorità concedente]. Né l'Unione Europea né l'autorità concedente possono essere ritenuti responsabili per loro".



EU Funding & Tenders Portal

Terms and Conditions

Version 6.0
6 October 2020



HISTORY OF CHANGES		
Version	Publication date	Changes
Version 1.0	13.12.2014	<ul style="list-style-type: none"> ▪ Initial version (as Terms and Conditions of use of the Electronic Exchange System)
2.0	15.01.2015	<ul style="list-style-type: none"> ▪ Change in clause 3.1.6
2.1	03.02.2015	<ul style="list-style-type: none"> ▪ Minor redrafting: Change of title and header (into Participant Portal Terms & Conditions). Addition of versioning table. Change of blue colour
3.0	21.04.2016	<ul style="list-style-type: none"> ▪ Simpler language (regrouping of different user types (individual, beneficiary, applicant, expert etc.) under common label 'users') Addition of PCoCo role.
4.0	17.01.2018	<ul style="list-style-type: none"> ▪ General revision to improve readability (regrouping the Commission and other EU services using the EES under common label 'EU'). ▪ Changes to include procurement.
5.0	21.09.2018	<ul style="list-style-type: none"> ▪ Replacement of Participant Portal name with the new Funding & Tenders Portal name ▪ Minor redrafting: § 1.1 re-definition of the FT Portal; §1.4 additional reference to the user's agreement to the T&C.
5.1	17.07.2019	<ul style="list-style-type: none"> ▪ Update of some outdated links
6.0	06.10.2020	<ul style="list-style-type: none"> ▪ Changes to include audit management

EU FUNDING & TENDERS PORTAL TERMS AND CONDITIONS

1. SUBJECT MATTER AND SCOPE

1.1 The EU Funding & Tenders Portal ('Portal') is an electronic portal and exchange system managed by the European Commission and used by itself and several other EU services (together 'EU') for the management of their funding, prizes and procurements.

1.2 It is open to:

- users applying for or managing **EU grants, procurements and prizes**
- **external experts** and **audit firms** hired in the context of EU funding programmes

and allows them to:

- register (in the [Participant Register](#) or [Expert Data Base](#)) and view and edit their data
- create, revise and submit proposals for funding and tenders
- prepare and sign contracts
- manage their projects and contracts (*e.g. submit deliverables, reports and payment requests*)
- for experts: perform their tasks inside the system (*evaluation, monitoring, etc*)
- for external audit firms: perform their tasks inside the system (*audit management*).

1.3 These Terms and Conditions govern the relation between:

- the European Commission (as owner of the Portal)

and

- users

in relation to access and use of the Portal.

For the avoidance of doubt, it does *not* cover the terms and conditions related to the grants, procurements, prizes or expert contracts that are managed via the Portal.

1.4 Requesting access to the Portal, accessing the Portal or using the Portal signifies unconditional acceptance of these Terms and Conditions.

Users will be requested to agree explicitly to the Terms and Conditions on their first login to the Portal.

For users acting on behalf of organisations, the legal representatives of the organisations will also be asked to explicitly agree at the moment they appoint their LEAR/EXAFs (through the 'declaration of consent'; see *below*).

Organisations must provide their LEAR/EXAFs, LSIGNs and FSIGNs with a copy of these Terms and Conditions.

Users are responsible for regularly verifying the applicable Terms and Conditions.

- 1.5 These Terms and Conditions constitute the entire agreement between the European Commission and users, as regards the conditions for access and use of the Portal.

2. ACCESS TO THE PORTAL

2.1 Users

- 2.1.1 Access to the public parts of the Portal is open to all users.
- 2.1.2 Access to the Portal electronic exchange system (EES) is open only to persons with an EU Login account.
- 2.1.3 Access rights to certain information and functions in the EES are restricted to users with specific roles (which are in turn linked to their functions within their organisation or in relation to a particular proposal/project or expert contract).
- 2.1.4 Organisations can access the EES only via individual users employed by or representing them.

2.2 Means of access to the EES – EU Login user account

- 2.2.1 Users must obtain an EU Login account in accordance with the applicable procedures.

Users who already have an EU Login account must use that account.

- 2.2.2 Users guarantee that the information provided for registration for the account is accurate and complete.

The European Commission has — at any time — the right to verify the accuracy and validity of the information.

If this reveals any inaccuracy or invalidity, the European Commission has the right to close the account and suspend or refuse access.

- 2.2.3 The means of access (i.e. the user name and password) are strictly personal and users are responsible for safeguarding their confidentiality and security, and ensuring their appropriate use.

Users undertake to take all steps to prevent any unauthorised third party from gaining knowledge and making use thereof.

Users may not transfer or sell their means of access to third parties.

Users must notify the European Commission immediately (via the [IT helpdesk](#); see Support menu) of the loss, theft, breach of confidentiality or any risk of misuse of the means of access.

If the European Commission has any reason to suspect that the confidentiality or security of the means of access has been breached or that the EES is being misused, it may – without prior notice – suspend or refuse access.

2.3 Access rights and roles in EES

2.3.1 For procurements, prizes and grants: the EES has different roles (both at organisation level and at the level of each grant, procurement or prize).

Organisation roles			
Role	Who is this?	Duties and system rights	Comments
Legal Entity Appointed Representative (LEAR)	The person appointed by an organisation to manage its data in the EES.	Must keep organisation data up to date. Attributes and revokes the following roles: – LSIGNs for the organisation; – FSIGNs for the organisation; – AccAds.	The LEAR does not assign the PLSIGNs and PFSIGNs to a particular grant/procurement. (This is done by the Coordinator Contacts (CoCos) or Participant Contacts (PaCos) of that grant/procurement.) Not needed for prizes.
Account Administrator (AccAd)	Assists LEAR in their tasks.	Has the same rights as the LEAR, except that they cannot attribute other account administrators.	Not needed for prizes.
Legal Signatory (LSIGN)	The person authorised to sign (on behalf of the organisation) legal commitments for grants and procurements (i.e. sign grant agreements/ procurement contracts and amendments).		Not needed for prizes.
Financial Statement Signatory (FSIGN)	The person authorised to sign (on behalf of the organisation) financial statements/invoices for grants/procurements managed through the EES.		Not needed for prizes.

Audit Contact (AuCo)	The person responsible for all communications related to audits (and their implementation).	Submits information to the EU related to audits.	
Self-registrant	Person who registers a new organisation for the first time in the Participant Register (see section 1.1).	Manages the organisation data up until the organisation has appointed a LEAR, (normally after the organisation has been validated as a legal entity — see section 1.1).	

Project roles			
Role	Who is this?	Duties and system rights	Comments
Primary coordinator contact (PCoCo)	The main person representing the coordinator for a particular grant/procurement/prize ('main contact').	<p>Has full viewing/editing/submission rights.</p> <p>Manages information related to the grant/procurement/prize.</p> <p>Submits information to the EU.</p> <p>Can attribute or revoke all other roles for the grant/procurement/prize in his/her organisation.</p> <p>Can attribute or revoke PaCos of the other participants in the grant/procurement/prize.</p>	For each grant/procurement/prize, a coordinator must have one PCoCo.
Coordinator Contact (CoCo)	Other persons representing the coordinator for a particular grant/procurement/prize ('contact person').	<p>Has full viewing/editing/submission rights.</p> <p>Manages information related to the grant/procurement/prize.</p> <p>Submits information to the EU.</p> <p>Can attribute or revoke all other roles</p>	A coordinator may have one or more other CoCos.

		<p>for the grant/procurement/prize in his/her organisation.</p> <p>Can attribute or revoke PaCos of the other participants in the grant/procurement/prize.</p>	
Participant Contact (PaCo)	<p>Person representing a participant organisation (but not the coordinator) for a particular grant/procurement/prize.</p>	<p>Has full viewing rights.</p> <p>Manages information related to the beneficiary's participation in the grant/procurement/prize.</p> <p>Submits information to the coordinator.</p> <p>Submits information directly to the EU (if requested).</p> <p>Can attribute or revoke all other roles for the grant/procurement/prize, within their organisation.</p>	<p>A beneficiary may have one or more PaCos.</p>
Project Legal Signatory (PLSIGN)	<p>Person authorised to sign legal commitments for a particular grant/procurement (i.e. sign the grant agreement/procurement contract and amendments).</p>	<p>Same rights as for CoCos and PaCos.</p>	<p>PLSIGNs must be nominated by the CoCo or PaCo from the list of LSIGNs for their organisation (<i>see above</i>).</p> <p>An organisation may have one or more PLSIGNs.</p> <p>Not needed for prizes.</p>
Project Financial Statement Signatory (PFSIGN)	<p>Person authorised to sign financial statements/invoices for a particular grant/procurement.</p>	<p>Same rights as for CoCos and PaCos.</p>	<p>PFSIGNs must be nominated by the CoCo or PaCo from the list of FSIGNs for their organisation (<i>see above</i>).</p> <p>An organisation may have one or more PFSIGNs.</p> <p>Not needed for prizes.</p>
Task Manager (TaMa)	<p>Person who can perform various actions for managing a particular</p>	<p>Completes and saves web forms.</p> <p>Uploads documents</p>	

	grant/procurement/ prize.	about their organisation's participation. Cannot submit information to the coordinator or the EU. Cannot attribute or revoke any roles.	
Team Member (TeMe)	Person who has read-only rights for the management of a particular grant/procurement/ prize.	Cannot attribute or revoke any roles.	

2.3.2 For experts: there are only two roles, i.e. that of Expert and EA.

Expert roles			
Role	Who is this?	Duties and system rights	Comments
Expert	The expert.	Must keep their expert profile data up to date. Attributes and revokes the following roles: – EA. Signs expert contracts; submits reports and signs and submits cost claims	
Expert Assistant (EA)	Assists expert on administrative tasks.	Encodes certain administrative data on behalf of the expert (cannot submit on behalf).Cannot attribute other assistants.	

2.3.3 For external audit firms: there are only two roles, ie that of EXAF and EXAL.

External audit firm roles			
Role	Who is this?	Duties and system rights	Comments
External audit firm (EXAF)	One (or more) main contact persons appointed by the external audit firm to manage its audit assignments in the	Attributes and revokes EXAF roles. Have full viewing/editing/ submission rights on all audit assignments. Responsible for the	An audit firm may have several EXAFs.

	EES .	quality control of the documents to be produced in the context of the assignments. Attributes and revokes EXAL roles.	
External Audit Firm Local Auditor (EXAL)	Auditor tasked with individual assignments for the audit firm.	Has full viewing/editing rights, but cannot submit documents to the EU. Can communicate directly with the auditee via the Portal.	An audit firm will have several EXALs

2.4 LEAR appointment

2.4.1 Organisations using the EES are required to appoint a LEAR the first time one of their proposals/tenders passes the evaluation stage.

2.4.2 Individuals (i.e. beneficiaries that are natural persons) will automatically have the role of LEAR (no appointment needed); but they will have to provide the supporting documents. Organisations can appoint only one LEAR (which can be replaced if necessary, following the same appointment process).

2.4.3 Organisations warrant that the person appointed as LEAR is duly authorised to represent them in relation to all LEAR responsibilities.

Organisations are responsible for verifying regularly the scope of the LEAR responsibilities and to ensure that the LEAR remains at all times duly authorised to represent them in relation to these responsibilities.

2.4.4 Supporting documents must be provided directly in the system.

2.4.5 Signed originals must be kept on file for controls (which may take place at any moment and independently of any ongoing grants, procurements, prizes or expert contracts).

Failure to comply with this requirement may lead to the closure of the EU Login account and suspension and refusal of access (and possibly termination of ongoing grants, procurements, prizes and expert contracts).

2.5 Appointment of signatories in the EES – (P)LSIGNs and (P)FSIGNs

2.5.1 The LEAR must appoint one or more LSIGNs and FSIGNs for the organisation.

2.5.2 The LEAR and its organisation warrant that persons appointed as LSIGNs or FSIGNs are duly authorised to represent the organisation in relation to all LSIGN or FSIGN responsibilities.

The LEAR and its organisation are responsible for verifying regularly the scope of the LSIGN and FSIGN responsibilities and to ensure that LSIGNs and FSIGNs remain at all times duly authorised to represent the organisation in relation to these responsibilities.

2.5.3 The CoCo or PaCo must appoint the PLSIGNs and PFSIGNs for individual grants and procurements from the list of LSIGNs and FSIGNs for their organisation.

2.6 Data updates on the EES roles

2.6.1 The LEAR is responsible for keeping data related to the organisation roles up-to-date.

2.6.2 The CoCo or PaCo is responsible for keeping data related to the project roles up-to-date.

2.7 Deactivation of old e-mail addresses/accounts

2.7.1 The LEAR has the ultimate responsibility for overseeing that old e-mail addresses/user accounts are deactivated and removed from the organisation- and project roles.

2.8 General obligation to channel information to the right addressees

2.8.1 If made aware of misled communications, the LEAR has the obligation to re-direct them and ensure proper follow-up and correction for the future.

3. USING THE PORTAL

3.1 General

3.1.1 Users warrant that the Portal is used in accordance with these Terms and Conditions, all applicable national and international legislation and, in general, in a responsible manner, and only for professional purposes and without breach of the rights of third parties.

3.1.2 Users are not permitted to make changes to the Portal.

3.1.3 Users may not:

- (a) download, send or disseminate data containing viruses, worms, spyware, malware or other similar malicious programs
- (b) carry out calculations, operations or transactions that may interrupt, destroy or restrict the functionality of the operation of the Portal or any program, computer or means of telecommunications or
- (c) submit information or materials that infringe third party rights, are libellous, obscene, threatening or otherwise unlawful.

3.1.4 Users are fully and unconditionally responsible for any use of the Portal (including misuse of their means of access), and for any detrimental consequences that may arise directly or indirectly therefrom.

3.1.5 Organisations acknowledge and accept that they are responsible for the actions and omissions of persons employed by or representing them, acting as users of the Portal.

3.1.6 Users are liable for — and will indemnify and hold harmless the European Commission against — any damage that results from:

- changes made to the Portal or
- use of the Portal in a manner that does not correspond with these Terms and Conditions.

3.2 Required hardware, software and services

3.2.1 Users acknowledge and agree that they are responsible for the choice, purchase and operation of hardware, software and telecommunication services required to connect with and to use the Portal.

Such hardware, software and telecommunication services must meet the minimum requirements, as specified on the Portal (if any).

Users are responsible for the installation and costs of purchasing and licensing such hardware, software or telecommunication services.

3.2.2 The European Commission is not liable for hardware, software, products and services of third parties (such as telecommunication equipment, internet connections, operating systems and internet browsers).

3.3 Electronic notifications and signatures in the EES

3.3.1 Users acknowledge and accept that pursuant to the EU Financial Regulation¹:

- (a) data sent or received through the EES enjoys legal presumption of the integrity of the data and the accuracy of the date and time of sending or receiving (as indicated by the EES logs)
- (b) a document sent or notified through the EES is considered as equivalent to a paper document, is admissible as evidence in legal proceedings, is deemed original and enjoys legal presumption of its authenticity and integrity, provided it does not contain any dynamic features capable of automatically changing it
- (c) electronic signatures made by users through the EES have the equivalent legal effect of handwritten signatures.

3.3.2 Users acknowledge and accept that:

- (a) any communication or document sent or notified using any type of electronic signature through the EES shall be considered as equivalent to a paper document with a handwritten signature and shall be admissible as evidence in legal proceedings and constitute sufficient evidence in legal proceedings
- (b) any declaration, contract (or amendment) signed using any type of electronic signature through the EES shall be considered as equivalent to a paper declaration/contract with a handwritten signature and shall be admissible as evidence in legal proceedings and constitute sufficient evidence in legal proceedings

¹ See Commission Delegated Regulation (EU) of 29 October 2012 on the rules of application of Regulation (EU) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (OJ L 362, 31.12.2012, p.1).

- (c) they cannot dispute:
 - (i) the existence or validity of any communication, document, declaration or contract signed using any type of electronic signature through the EES or
 - (ii) the admissibility of any communication, document, declaration or contract submitted or signed through the EES as evidence in legal proceedings, solely on the basis that such communication, document, declaration or contract was submitted electronically through the EES or signed with an electronic signature.

3.3.3 Users acknowledge and accept that:

- (a) communications in the EES are generally considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the EES)
- (b) where formal notifications are required, these are considered to have been made when they are received by the receiving party (i.e. on the date and time they are opened by the receiving party, as indicated by the time log); formal notifications that have not been opened within 10 days after sending are considered to have been accessed.

3.3.4 The European Commission registers access and use of the EES.

This access and use log provides evidence that access and use has been made of EES, unless users can prove the contrary.

3.3.5 Electronic messages, connections, operations on the network and transactions between the EU and the users shall be proven using the logs and transaction files kept electronically by the European Commission.

Users accept the evidential value of this data.

This does not prevent the parties from providing other proof, using permitted legal methods (such as proof on paper).

3.4 Intellectual property rights

3.4.1 The intellectual and industrial property rights and know-how associated with the Portal belong exclusively to the European Commission and its licensors.

Only the European Commission has the right to correct errors.

3.4.2 The European Commission grants users a non-transferable, limited, non-exclusive licence to use the Portal for their own professional purposes (unless access is suspended or refused).

Without prejudice to the rights of users under the legislation relating to the protection of computer programs (which cannot be contractually denied), users may not in any way:

- (a) modify, translate or adapt the Portal
- (b) decompile or disassemble the Portal

- (c) copy the Portal (or parts of it)
- (d) pass on, dispose of, grant as a sub-licence, lease, lend or distribute the Portal or Portal documentation to third parties
- (e) create any product or service substantially similar to the Portal or
- (f) copy any ideas, characteristics or functions of the Portal.

3.5 Portal availability

3.5.1 The European Commission will to the best of its abilities take reasonable care to ensure the availability of the Portal.

The European Commission does not guarantee that the Portal will be available without interruption or degradation of service.

In case of technical problems affecting the submission of proposals/tenders, the European Commission reserves the right to cancel calls without entitlement to compensation.

3.6 Suspension and refusal of access

3.6.1 Users acknowledge that the European Commission may refuse access to a user logging in, if a session is already open on another computer where another user is using the same means of access (i.e. the same EU Login account name and password).

3.6.2 Users acknowledge and accept that the European Commission may suspend or refuse access to the Portal:

- (a) in case of suspected or actual breach of these Terms and Conditions
- (b) if the information provided for the registration for an EU Login account is inaccurate or invalid (clause 2.2.2)
- (c) if the European Commission has any reason to suspect that the confidentiality or security of the means of access (i.e. EU Login account name and password) have been breached or that the Portal is being misused (clause 2.2.3)
- (d) in case of fraudulent practices
- (e) if the IT systems of the European Commission are being attacked
- (f) if required under applicable laws or regulations
- (g) to avoid any detrimental impact for the European Commission or a user
- (h) for preventive, corrective or routine maintenance and
- (i) in any other situation where the European Commission considers that suspension or refusal of access is reasonably required or desirable.

3.6.3 The European Commission is not liable for any damage suffered in connection with the suspension or refusal of access.

4. MISCELLANEOUS

4.1 Personal data

4.1.1 Personal data submitted or otherwise collected through the Portal is subject to the privacy statements available on the [Portal Legal Notice](#) page.

4.2 Waiving of rights

4.2.1 The rights and remedies of a party under these Terms and Conditions may be waived only by express written notice to the other party.

4.2.2 Any waiver shall apply only in the specific instance, and for the purpose for which it is given.

4.3 Liability of the EU

4.3.1 In addition to clauses 3.2.2 and 3.6.3 and to the maximum extent permitted by the applicable law (see clause 4.7.1), neither the European Commission nor any of the EU services using the Portal shall be liable for any direct or indirect damage of any kind (including disruption of business, third party claims and loss of profits, anticipated savings, or goodwill), except in the event of wilful misconduct.

To the maximum extent permitted by the applicable law, neither the European Commission nor any of the EU services using the Portal can be held liable for gross negligence.

Neither the European Commission nor any of the EU services using the Portal are responsible or liable for any damage in case of force majeure, external cause or any other events which are not under their reasonable control.

4.4 Interpretation of the Terms and Conditions

4.4.1 These Terms and Conditions have been drawn up in English and its provisions will be interpreted and construed in accordance with applicable law (see clause 4.6) and their generally accepted meanings in the English language.

Any translation of these Terms and Conditions is for the convenience of the parties only, and shall not be binding towards any party.

In the event of any inconsistency between the English original and its translation, the provisions of the English version shall prevail.

4.4.2 If a provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall (if possible and insofar as it is invalid, illegal or unenforceable) be replaced by a valid, legal and enforceable clause that reflects the initial intentions as closely as possible.

4.4.3 If the invalid, illegal or unenforceable provision cannot be validly replaced, no effect is to be given to the clause and it shall be deemed not to be included in these Terms and Conditions, without affecting or invalidating the remaining provisions of these Terms and Conditions.

4.5 Changes to the Terms and Conditions

- 4.5.1 The European Commission may, at any time, vary, add to or delete any provision of these Terms and Conditions.
- 4.5.2 Users expressly acknowledge and agree that such new terms and conditions enter into force with their publication on the Portal.
- 4.5.3 In accordance with clause 1.3, any access to or use of the Portal shall constitute unconditional acceptance of these Terms and Conditions (in the then-current version).
- 4.5.4 Accordingly, users expressly acknowledge and agree that any modification to the Terms and Conditions shall be deemed accepted by them as from the first time they access or use the Portal after the date of entry into force of the new Terms and Conditions.

4.6 Termination of the Terms and Conditions

- 4.6.1 These Terms and Conditions shall be deemed terminated vis-à-vis a user in case:
 - the European Commission no longer makes available the Portal or
 - of refusal of access pursuant to clause 3.6.
- 4.6.2 Those clauses that by their nature are expressly or implicitly intended to survive the termination or expiry of these Terms and Conditions shall so survive, including but not limited to clauses 2.4.3, 3.3, 3.5, 4.3, 4.4 and 4.7.

4.7 Applicable law and dispute settlement

- 4.7.1 For issues closely linked to a contract signed through the EES, the Terms and Conditions shall be governed by the applicable law of the contract.

For all other issues, the Terms and Conditions shall be governed by the applicable EU law, supplemented if necessary by the law of Belgium.
- 4.7.2 For issues closely linked to a contract signed through the EES, disputes shall be settled in accordance with the dispute settlement clause of the contract.

For all other issues, the General Court — or on appeal the Court of Justice of the European Union — shall have exclusive jurisdiction to settle any disputes which arise in connection with the Terms and Conditions and the access or use of the EES, if they cannot be settled amicably.