

# **CALL FOR PROPOSALS**

**2023/FPA/TRU/01**

**FOR A FRAMEWORK PARTNERSHIP AGREEMENT**

**TO IMPLEMENT**

**THE EUROPEAN JOINT MASTER'S  
IN STRATEGIC BORDER MANAGEMENT**



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## GLOSSARY OF TERMS

<b>TERM</b>	<b>DEFINITION</b>
<b>Action</b>	A coherent set of activities, organised to achieve defined objectives and results (also referred to as a 'project').
<b>Actual costs</b>	In this Call actual costs relates to mobility costs incurred by the Beneficiary necessary for the practical implementation of the EJMSBM in accordance with the list of eligible costs defined in this Call.
<b>Applicant</b>	Participating legal entity (coordinator, consortium partners) who has submitted an application in the response to this Call for Proposals.
<b>Award procedure</b>	A grant award procedure for selection of entities implementing an action.
<b>Beneficiary</b>	Applicant whose application was successful during the evaluation process and who is bound by a grant agreement for implementing an action. Each Consortium member is considered as a Beneficiary.
<b>Budget implementation</b>	The carrying out of activities relating to the management, monitoring, control and auditing of budget appropriations.
<b>Call for proposals</b>	An invitation published by Frontex to present, by a given deadline, a proposal for action that corresponds to the objectives pursued and fulfils the required conditions. A Call for proposals is published on the website of Frontex.
<b>Consortium</b>	Under this Call, an association of at least three degree awarding European higher education institutions located in the EU Member States that submits a joint proposal. For all intents and purposes, it does not possess any legal personality but the Consortium Partners shall between themselves agree upon the appropriate arrangements (consortium agreement).
<b>Contact person</b>	The person responsible for the management of an action vis-à-vis Frontex and the contact for any communication from Frontex to the Beneficiaries.
<b>Control</b>	Any measure taken to provide reasonable assurance regarding the effectiveness, efficiency and economy of operations, the reliability of reporting, the safeguarding of assets and information, the prevention and detection and correction of fraud and irregularities and their follow-up, and the adequate management of the risks relating to the legality and regularity of the underlying transactions. Controls may involve various checks, as well as the implementation of any policies and procedures to achieve the objectives referred to in the first instance.

<b>Coordinator</b>	A lead applicant chosen by the Consortium who submits the application and signs the grant agreement on behalf of the Consortium.
<b>Educational and administrative unit cost</b>	The administrative and educational unit cost is defined as all direct costs of educational and administrative support necessary for the practical implementation of the EJMSBM in accordance with the list of eligible costs defined in this Call.
<b>Flat rate</b>	Indirect costs are costs that are not directly linked to the action implementation; overhead expenses.
<b>Grant</b>	A financial contribution from the European Union budget, awarded as a donation to Beneficiaries engaged in activities that serve European Union policies.
<b>Higher education institution</b>	An institution which, in accordance with national law or practice, offers recognised degrees or other recognised tertiary level qualifications, regardless of what such an establishment is called, or a comparable institution at tertiary level which is considered by the national authorities as eligible to participate in the EJMSBM Programme in their respective territories.
<b>In-kind contribution</b>	A non-financial resources made available free of charge by third parties to a Beneficiary.
<b>Iteration</b>	The implementation of the European Joint Master's in Strategic Border Management programme for the announced period of time.
<b>Joint degree</b>	Single degree certificate awarded to a learner upon successful completion of a joint programme. The joint degree must be signed by the competent authorities of the participating institutions jointly and recognised officially in the countries where those participating institutions are located.
<b>Learner</b>	A formally enrolled participant of the European Joint Master's in Strategic Border Management.
<b>Mobility</b>	Transnational mobility undertaken for a period of time, consciously organised for educational/training purposes or to acquire new competences or knowledge.
<b>Partner/ Consortium Partner</b>	All signatories to the FPA.
<b>Quality Assurance (QA)</b>	Activities involving planning, implementation, evaluation, reporting and quality improvement, implemented to ensure that education and training meet the quality requirements expected by stakeholders.
<b>Quality Assurance system</b>	Organisational structure, procedures, processes and resources needed to implement quality. The quality assurance system provides the framework for planning, implementing and

	assessing services provided and for carrying out required quality assurance and quality control.
<b>Sending border guard institutions</b>	Applicants for the EJMSBM programme must be nominated by their national BCG agency.
<b>Sound financial management principle</b>	Implementation of the budget in accordance with the principles of economy, efficiency and effectiveness.
<b>Stage</b>	EJMSBM consists of 3 stages – Stage 1 consists of 6 modules, Stage 2 consists of 4 modules and Stage 3 – dissertation.
<b>Subcontractor</b>	An economic operator that is proposed by a candidate or tenderer or contractor to perform part of a contract or by a Beneficiary to perform part of the tasks co-financed by a grant.
<b>Programme delivery</b>	Facilitating the learning process, utilising a broad range of methods, either in face-to-face or online sessions, ensuring that the learning outcomes of EJMSBM are achieved.
<b>Teaching materials</b>	Resources used for learning purposes, including materials for face-to-face sessions, manuals in hard or electronic form as well as computer applications and programmes, e-learning modules, independent and experiential learning designed to achieve the EJMSBM learning outcomes.

## ABBREVIATIONS

BCG	Border and Coast Guard
EBCG	European Border and Coast Guard
ECTS	European Credit Transfer and Accumulation System
EHEA	European Higher Education Area
EJMSBM	European Joint Master's in Strategic Border Management
Euratom	The European Atomic Energy Community
FPA	Framework Partnership Agreement
FR	General Financial Regulations 2018/1046
HEI	Public Higher Educations Institutions
MLC	Mid-level border guards
MS	Member States
OLAF	the European Anti-Fraud Office
QA	Quality Assurance
QES	Qualified Electronic Signature
SAC	Schengen Associated Countries

## 1. INTRODUCTION – BACKGROUND

The European Border and Coast Guard Agency seeks to implement the obligations stipulated in article 62(7) of the Regulation (EU) 2019/1896 of the European Parliament and of the Council of 13 November 2019 on the European Border and Coast Guard as regards additional training for officers of the competent services of Member States (MS) and, where appropriate, of third countries to contribute to the development of a common culture and common approach to European border security, in accordance with Frontex mandate in the field of border guard training.

The concept of this European Joint Master's in Strategic Border Management (EJMSBM) is a result of a Frontex Training project to develop a common education programme for mid to high-level officers of agencies responsible for border security in the European Union.

An important task of Frontex is to support training and education of national border guards through the establishment of common training standards at European level. Frontex has successfully developed "common curricula" for border guard training that were adopted by the MS and implemented at national level, in line with the common training principles and the training philosophy of Frontex. Frontex activities in the field of border guard education aim to promote a European border guard culture with high standards on fundamental rights, ethics and leadership. Also, a Sectoral Qualifications Framework for Border Guarding was developed, aligned with the European Qualifications Framework for Lifelong Learning and consistent with the Bologna and Copenhagen principles, that reflects all learning requirements and occupational standards for the border guard job, at all levels and in all areas.

Frontex has developed and supported the national implementation of the common standards for border guard basic education (CCC), it delivers standardized courses for mid-level border guards (MLC). It also provides a wide range of specialized further training courses (stolen vehicles, false documents, training for Schengen evaluators, interviewing officers etc.). Moreover "operational" training programmes are designed to ensure harmonized performance and a high level of interoperability in joint operations and common missions at EU borders.

Frontex target learners are the European law enforcement officers with border guard function at all levels, therefore, in line with its mandate, Frontex intends to address the common professional development needs of the mid-level and high-level border guard officers with a higher education programme focused on strategic management of the EU border security and European cooperation for the integrated border management. Besides the enhanced European dimension, one of the main added values of this programme resides in the fact that it covers a current gap of border guard education across EU, as there are no national higher education programmes at the Master's level focused on Strategic Border Management, from a European perspective.

Originating from the border guard community and developed in collaboration, the EJMSBM was designed as a programme where the learning has practical application for the MS/ Schengen Associated Countries (SAC) border guard organisations which are the ultimate Beneficiary. The programme is completely learner-centred focusing on the relevance of the learning requirements for operational competence. The EJMSBM has the opportunity to draw from the best expertise across EU, valuing the academic cooperation and the learners-teachers exchange, but also development of expertise in the border guard field through programme delivery and development of teachers.

## 2. OBJECTIVE

### 2.1. General Objective

According to the strategic objective indicated in Section III of the Frontex Single Programming Document 2023 – 2025 “Sustained European Border and Coast Guard capabilities” this Call for Proposals aims to establish support actions of common interest to be prepared and implemented within the framework of Key Activity 3.1.1. “Education and training of the European border and coast guards”, in particular, the Call shall support the actions of the MS, Schengen Associated Countries at enabling the implementation of the European Joint Master’s in Strategic Border Management (hereafter “EJMSBM”).

With this Call for Proposals Frontex is seeking the support of a Consortium of degree awarding European higher education institutions (academic partners). To formalise such contribution and support, Frontex intends to conclude Framework Partnership Agreement (hereafter “FPA”) with interested Partners for a period of 4 years (48 months). The activities of the FPA shall be implemented through Specific Grant Agreements – Call for Grant will be organised to cover one iteration, though two Specific Grant Agreements will cover one iteration.

The Framework Partnership Agreement formalises the partnership between Frontex and the selected Partners by specifying the common objectives agreed, the type of activities envisaged, the procedure for awarding Specific Agreements and the general rights and obligations of each party under the Specific Agreements. However, the Framework Partnership Agreement does not per se constitute an obligation to Frontex to award grants to the Partners.

Organisations interested in submitting applications should first read the detailed terms and conditions set out in this Call for Proposals and the Annexes published together with this Call and constituting an integral part of the terms and conditions of the Call.

### 2.2. Supported Action

The following action is supported by this Call:

- ❖ provision, management, and quality assurance of a programme of study leading to the joint award of the degree of European Joint Master’s in Strategic Border Management for three (3) iterations of the degree programme with 30 learners considering a possible flexibility +/- 10% in each iteration.

The duration of every iteration of the European Joint Master’s in Strategic Border Management programme is 18 months (+ max. 3 additional months), during which learners study in a different institution of the Consortium together with their peers in the classroom 1 week per each of 8 modules (5 ECTS) and 2 weeks per each of 2 modules (10 ECTS). Five (out of ten) contact weeks are to be implemented in contact; the remainder of five shall be delivered online. Please refer to Annex 02 “Programme Descriptor” and Annex 13 “Programme Requirements”.

NOTE: Proposals submitted shall address all three (3) iterations.

The duration of the action cannot exceed 48 months.

Iterations may overlap.

Modules (including distant learning phases) within one iteration must not overlap.

**The action shall:**

- (a) enhance the interoperability at EU borders and harmonisation of learning and professional standards whilst respecting diversity, in line with the Bologna principles;
- (b) include international expertise for delivery of the programme and be accessible to all of the European organisations with a border guard function;
- (c) achieve important outcomes set by Frontex for the learners, the teaching institutions and the agencies involved in EJMSBM programme;
- (d) bring academic credibility to the expertise that exists in BG organisations, foster and enhance collaboration and cooperation across EU and address challenges faced by BG organisations with a European solution;
- (e) expose the learners to management practices in Border Security across Europe by ensuring that each class preferably contains learners from every MS / SAC and the EJMSBM programme content is delivered by European experts;
- (f) benefit the institutions that form the Consortium for the EJMSBM programme delivery through mutual exchange processes that enhance theory and practice in the field of border management;
- (g) benefit the organisations and agencies responsible for border security / border guarding in each MS / SAC through enhanced capacity for operational cooperation / interoperability at EU borders, which is also one of the key goals for Frontex;
- (h) offer an opportunity for the learners to learn in a context that reflects the operational reality, to advance best practice in Border Guarding by studying together and to reinforce the European dimension of the border guard job whilst contributing to the creation of a European border guard cultures at higher levels.

**General objectives to be achieved by the FPA Partners:**

- (a) to provide academic and non-academic resources to support learning and the achievement of the learning outcomes to learners and teachers involved in the delivery of the EJMSBM;
- (b) to ensure the maintenance of the EJMSBM programme standards;
- (c) to ensure the efficient use of public resources.

**Specific objectives to be achieved by the FPA Partners:**

- (a) to thoroughly review and update the Programme Curriculum.

*Note:* any changes to the EJMSBM programme must be consulted with Frontex and require the approval of Frontex;

- (b) to administer and determine the process of candidates' (prospective learners') admission, enrolment and transfer;
- (c) to determine progression of learners and all other arrangements that relate to the provision of the EJMSBM;
- (d) to provide proper teaching facilities and arrangements;
- (e) to provide mobility support and arrangements for learners;
- (f) to assure and ensure the maintenance of the EJMSBM programme standards;
- (g) to award the degree of the "European Joint Master's in Strategic Border Management";
- (h) to prepare any validation, re-validation, accreditation, or review documentation as and when required by the Validating Authorities;



The activities implemented in this regard shall be in line with the Programme Descriptor for the EJMSBM annexed to this Call (Annex 02) and Programme Requirements (Annex 13).

### Expected results:

Proposals should result in the availability of Framework Partnership Agreement with reliable Partners capable to duly implement EJMSBM programme, who will specifically provide:

- (a) updated Programme Curriculum;
- (b) administration and active participation in recruiting EJMSBM learners as well as their proper onboarding;
- (c) availability of all reasonable educational, organisational and training resources to support learning and the achievement of the learning outcomes provided to learners and teachers, before, during, and, if needed, after the module;
- (d) availability of well planned, coordinated, professional and efficient logistical and administrative support for all learners and teachers, in particular, availability of:
  - i. information resources, including electronic resources;
  - ii. Virtual Learning Environment;
  - iii. teaching equipment and teaching materials for the participants;
  - iv. meeting rooms/classrooms;
- (e) availability of mobility support and arrangements for learners, particularly:
  - i. quality accommodation,
  - ii. full board;
  - iii. local transportation;
  - iv. travel arrangements;
- (f) staff (educational and administrative) possessing all qualifications required to perform the tasks relevant to this Call according to identified roles;
- (g) quality implementation of the EJMSBM programme concluded by the successful graduation of the learners.

### 3. TIMETABLE

	<b>Steps</b>	<b>Date and time or indicative period</b>
(a)	Publication of the Call for Proposals	<i>27 September 2023</i>
(b)	Last day of submitting request for clarifications	<i>13 November 2023 midnight CET</i>
<b>(c)</b>	<b>Deadline for submitting applications</b>	<b><i>20 November 2023 midnight CET</i></b>
(d)	Evaluation period	<i>November / December 2023</i>
(e)	Information to applicants on the outcome of the evaluation	<i>December 2023 / January 2024</i>
(f)	Signature of the Framework Partnership Agreement	<i>January / February 2024</i>

Following the signature of the Framework Partnership Agreement, the Call for Grants for the first iteration of the EJMSBM will be announced.

#### **4. BUDGET AVAILABLE**

The total indicative budget earmarked for the co-financing of the action under this Call for proposals is estimated at EUR 990 000 per one iteration of the EJMSBM programme (max. EUR 2 970 000 for three [3] iterations) subject to availability of the appropriations provided for in the provisional twelfths.

The total budget for the consecutive years will be allocated on a yearly basis.

The estimated budget per iteration shall consist of:

- (a) actual mobility cost – this is: travel (including local transportation), accommodation, DSA, catering, insurance;
- (b) educational and administrative unit cost (calculated separately per each EJMSBM Stage);
- (c) flat-rate financing.

The Annex 11 attached to this Call aims to present the methodology to calculate the unit costs while the appendix to this Call for Proposals presents the specific conditions for calculating direct personnel costs.

Frontex reserves the right not to distribute all the funds available.

#### **5. ADMISSIBILITY REQUIREMENTS**

In order to be admissible, applications must be:

- (a) sent no later than the deadline for submitting applications referred to in section 3<sup>1</sup>;
- (b) submitted in writing, using the application form available in Annex 01,
- (c) drafted in English.

Failure to comply with those requirements will lead to rejection of the application.

See section 14 for further guidance related to submission practicalities.

#### **6. ELIGIBILITY CRITERIA**

##### **6.1. Eligible applicants**

Proposals for the FPA must comply with the following criteria:

- (a) Public higher education institutions (HEI) established in a European Union Member State;
- (b) Have legal personality<sup>2</sup> under the applicable national law;
- (c) Be recognized as public higher education institutions providing Master's degrees, by the relevant authorities of their countries. Their respective national legal frameworks

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<sup>1</sup> Please also refer to Section 14.b.

<sup>2</sup> Legal personality is understood as an applicant's capacity to sign contracts and constitute a party in court proceedings under the applicable national legislation.

should enable them to participate in the joint programme and to award a joint degree. The institutions co-awarding the degree(s) should ensure that the degree(s) belong to the higher education degree systems of the countries in which they are based;

- (d) At application stage co-awarding Consortium Partner HEIs must demonstrate to have fulfilled the external Quality Assurance (QA) requirements of their jurisdiction (e.g. accreditation) for the joint programme. This can result either (i) from having successfully implemented the European Approach for Quality Assurance of Joint Programmes (if national legislation allows), (ii) or be based on a specific accreditation of the joint programme, (iii) or of each national component on the basis of which the EJMSBM is composed.
- (e) Additionally, the EJMSBM may also benefit from the involvement of associated Partners (optional). These organisations contribute indirectly to the implementation of specific tasks/activities and/or support the implementation of the EJMSBM. For eligibility and contractual management aspects, they are not considered as Beneficiaries of the funding.

Applications must be submitted by a Consortium of at least three entities ("Partners") coming from different MS; Consortium members must appoint one of them as a Coordinator who submits the application on behalf of all Partners; the Coordinating institution/entity must be established in one of the MS countries; all applicants must fulfil the eligibility criteria above.

Minimum number of Partners forming the Consortium<sup>3</sup>: three (3) awarding Partners established in at least three (3) different MS of the European Union. All participating Partners must be identified at the time of submitting application.

Consortium must submit a joint proposal. For that purpose, they should choose within the Consortium a lead applicant, referred to as the Coordinator. All Consortium members in the same Consortium shall agree upon appropriate arrangements between themselves for the proper performance of the actions. They shall accept joint and several liability of the debt of a defaulting Consortium Partner up to the value of the contribution that the Partner held liable is entitled to receive.

#### **6.1.1. Structure of a Consortium**

The Consortium Partners participating in the action shall between themselves agree upon appropriate arrangements (internal cooperation agreements) establishing their rights and obligations with respect to the proper performance and implementation of the action in compliance with the grant agreement.

The Consortium Partners shall submit a draft consortium agreement with the application. In case such a (draft) agreement is not available at that stage, an outline of the main elements of the consortium agreement shall be submitted, including the quality assurance system and a governing structure in line with the Programme Requirements (Annex 13).

NOTE: The members of the Consortium shall submit to Frontex – through the Coordinator – the duly filled and signed letter of mandates to sign the grant agreement.

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<sup>3</sup> A group of entities set up to jointly apply and implement an action . A consortium must appoint one member (the Coordinator) who is in charge of sending the proposal on behalf of the Consortium and who will sign the grant agreement. The details of how the members of a Consortium will cooperate are an internal matter for the Consortium.

### **6.1.2. Coordinator (lead applicant)**

The Coordinator (co-applicant no. 1) will submit the application on behalf of the Consortium. The Coordinator shall be an intermediary for all communication between the co-applicants and Frontex and responsible for supplying all documents and information to Frontex in due time, upon request.

The Coordinator may not delegate its coordination tasks to other beneficiaries or sub-contract them to a third party, in part or in full.

### **6.1.3. Consortium members**

Consortium members act in a Consortium and submit a joint proposal through their Coordinator (a co-applicant). Each Consortium member will be considered as a Partner of Frontex if the proposal is successful. Before signature of the Framework Partnership Agreement members of the Consortium shall agree upon appropriate arrangement (i.e. consortium agreement), which shall contain all necessary elements and appropriate arrangements between themselves for the proper performance of the specific actions. They shall in particular agree on joint and several liability for any amount due to Frontex by anyone of them subject to specific grant, as well as clauses ensuring compliance with the requirements on ownership and usage rights of results and any pre-existing rights towards Frontex as specified in the model Framework Partnership Agreement. For the sake of clarity, the term "applicant", referred to in this Call, shall encompass Consortium Partners and Coordinator, as appropriate.

When a grant is awarded, the co-beneficiaries forward to the Coordinator all the data needed to draw up the reports in a timely manner, the financial statements and other documentation required by the grant agreement.

Consortium Partners shall immediately inform the Coordinator of any event liable to substantially affect or delay the implementation of the actions, who will communicate with Frontex.

Supporting documents proving compliance with the eligibility criteria:

- (a) Public higher education institutions (HEI) established in a European Union Member State;
- (b) evidence of the corresponding national legislation that gives the right to the HEIs to award Master's Degrees;
- (c) authentic copy of the resolution, decision or other official document establishing the public-law entity;
- (d) evidence demonstrating that the applicants have fulfilled the external Quality Assurance (QA) requirements of their jurisdiction (e.g. accreditation) for the joint programme. This can result either (i) from having successfully implemented the European Approach for Quality Assurance of Joint Programmes (if national legislation allows), (ii) or be based on a specific accreditation of the joint programme, (iii) or of each national component on the basis of which the EJMSBM is composed;
- (e) draft consortium agreement.

## **6.2. Eligible activities**

Eligible activities should refer to the provision, management, and quality assurance of a programme of study leading to the joint award of the degree of European Joint Master's in Strategic Border Management for three iterations for 30 learners (+/- 10%) in each iteration.

The following types of activities are eligible under this Call for Proposals:

- (a) students' and teachers' mobility: travel expenses (including local transportation), accommodation, DSA, insurance, full board for students and teachers;
- (b) participation in the Consortium and quality assurance meetings: travel expenses, accommodation;
- (c) epidemiological health protection guidelines described in Annex 10;
- (d) Virtual Learning Environment (an online platform used for educational purposes);
- (e) rental of training facilities / equipment (if supplementary costs occur) including Virtual Learning Environment;
- (f) field trips/study visits;
- (g) the graduation ceremony;
- (h) enrolment fees;
- (i) the issuance of parchments/diploma supplement;
- (j) accreditation/Validation and Re-Validation fee;
- (k) entry, admission<sup>4</sup> enrolment, transfer, progression of students and all other arrangements that relate to the provision of the European Joint Master's in Strategic Border Management;
- (l) educational, organisational and training support before, during, and, after the modules.

The activities implemented in this regard shall be in line with the Programme Descriptor of the EJMSBM annexed to this Call (Annex 02).

### **6.3. Implementation period**

The maximum duration of the Framework Partnership Agreement is 48 months;

Applications scheduled to run for a longer period than that specified in this Call for proposals will not be accepted.

## **7. EXCLUSION CRITERIA**

### **7.1. Exclusion**

The authorising officer shall exclude an applicant from participating in Call for proposals procedures where:

- (a) the applicant is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure provided for under EU or national laws or regulations;
- (b) it has been established by a final judgment or a final administrative decision that the applicant is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- (c) it has been established by a final judgment or a final administrative decision that the applicant is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the applicant belongs, or by having engaged in any wrongful intent or gross negligence, including, in particular, any of the following:

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<sup>4</sup> Frontex is responsible for access and Consortium for administering the process of selection of candidates (prospective learners).

- i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract, a grant agreement or a grant decision;
  - ii. entering into agreement with other applicants with the aim of distorting competition;
  - iii. violating intellectual property rights;
  - iv. attempting to influence the decision-making process of Frontex during the award procedure;
  - v. attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
- (d) it has been established by a final judgment that the applicant is guilty of any of the following:
  - i. fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
  - ii. corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in the applicable law;
  - iii. conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;
  - iv. money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;
  - v. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
  - vi. child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- (e) the applicant has shown significant deficiencies in complying with main obligations in the performance of a contract, a grant agreement or a grant decision financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an authorising officer, OLAF, the Court of Auditors and EPPO;
- (f) it has been established by a final judgment or final administrative decision that the applicant has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;
- (g) It has been established by a final judgement or final administrative decision that the applicant has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the

- jurisdiction of its registered office, central administration or principal place of business;
- (h) it has been established by a final judgement or final administrative decision that an entity has been created with the intent referred to in point (g);
- i. for the situations referred to in points (c) to (h) above, the applicant is subject to:
  - ii. facts established in the context of audits or investigations carried out by European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
  - iii. non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
  - iv. facts referred to in decisions of persons or entities being entrusted with EU budget implementation tasks;
  - v. information transmitted by Member States implementing Union funds;
  - vi. decisions of Frontex relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or
  - vii. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

## **7.2. Remedial measures**

If an applicant declares one of the situations of exclusion listed above (see section 7.1, it must indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g., technical, organisational and personnel measures to correct the conduct and prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to the declaration. This does not apply for situations referred in point (d) of section 7.1.

## **7.3. Rejection from the Call for Proposals**

The authorising officer shall not award a grant to an applicant who:

- (a) is in an exclusion situation established in accordance with section 7.1; or
- (b) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information; or
- (c) was previously involved in the preparation of documents used in the award procedure where this entails a breach of the principle of equal treatment, including distortion of competition, that cannot be remedied otherwise.

Administrative sanctions (exclusion) may be imposed on applicants, if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

## **7.4. Supporting documents**

Applicants must provide a declaration on their honour, attached to this Call, certifying that they are not in one of the situations referred to in Articles 136(1) and 141 FR, by filling in the relevant form attached to the application form accompanying the Call for Proposals and available at Frontex website.



This obligation shall be fulfilled by the Coordinator who is authorised by all Consortium members to sign a declaration on their behalf.

## **8. SELECTION CRITERIA**

### **8.1. Financial capacity**

Applicants must have stable and sufficient sources of funding to maintain their activity throughout the duration of the grant and to participate in its funding.

The applicants' financial capacity will be assessed based on a declaration on their honour submitted with the application (Annex 07).

### **8.2. Operational capacity**

Applicants (all Consortium Partners) must have the professional competencies as well as appropriate qualifications necessary to complete the activities foreseen under the FPA.

In this respect, applicants must submit and present:

- (a) Letter of Commitment (Annex 06) that applicants possess the professional skills and qualifications required to implement the European Joint Master's in Strategic Border Management at the required professional level, in particular:
  - i. Ensure relevant Border and Coast Guard (BCG) expertise in the programme, the higher education institutions that form the Consortium have cooperation agreements in place with the national law enforcement, border and coast guard, police or military academies (as applicable) to enable access to operational environment for practical learning purpose.
  - ii. Be an awarding authority for the Master's degree.
  - iii. Be able to make an award of a joint Master's degree (not Master's of Science (MSc), not Master's of Arts (MA), not Professional Master's, just a „Master's“).
  - iv. Be able to award a Master's degree of 90 ECTS<sup>5</sup> credits for learners with a 180 ECTS credits bachelors' (180 bachelors' or equivalent as entry requirements).
  - v. Be able to sign a joint award / parchment (not a multiple award, but a single joint award).
  - vi. Be able to accept an award made without classification (i.e.: distinction „cum lauda“ etc.).
  - vii. Be able to accept that all assessments in the EJMSBM programme are subject to a 50% pass mark without compensation.
  - viii. For EJMSBM programme 1 ECTS credit point is considered to reflect 28 hours of learning activity; this must be acceptable in the national context of the applicant.
  - ix. Be able to apply recognition of prior learning procedures for 10 ECTS credits of the EJMSBM programme.
  - x. Dissertation is 30 ECTS of the EJMSBM programme.

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<sup>5</sup> ECTS (European Credit Transfer and Accumulation System) a learner centred system for credit accumulation and transfer, based on the transparency of learning, teaching and assessment processes. Its objective is to facilitate planning, delivery and evaluation of study programmes and learner mobility through the recognition of qualifications and periods of learning. a system that helps to design, describe and deliver study programmes and award higher education qualifications. The use of ECTS, in conjunction with outcomes based qualifications frameworks, makes study programmes and qualifications more transparent and facilitates the recognition of qualifications.



- (b) Expertise and experience of the Coordinator in coordinating similar projects and activities.
- (c) Expertise and experience of Consortium Partners connected to the implementation of projects and activities of (joint) degrees.
- (d) Teaching facilities in areas relevant for the activities within the scope of the proposal, including IT facilities, electronic (virtual) learning environment, classrooms, libraries.

## 9. AWARD CRITERIA

Eligible applications will be assessed based on the following criteria:

<b>THE LEVEL OF RELEVANCE OF THE PROPOSAL AND THE CONTRIBUTION OF ITS EXPECTED RESULTS TO THE OBJECTIVES OF THE CALL</b>	<b>Maximum points</b>
Overall quality and relevance of the proposal in terms of addressing the general objectives of the Call.	5
Overall quality of the proposal in terms of structure of activities and methodology for achieving specific objectives and expected results of supported actions.	5
<b>maximum score</b>	<b>10</b>

<b>CONSORTIUM COOPERATION ARRANGEMENTS</b>	<b>Maximum points</b>
<b>Consortium makeup</b> <ul style="list-style-type: none"> <li>• Consortium composition: rational behind the Consortium composition, the overall contribution of each Partner, added value of each Partner, innovative character of the Consortium,</li> <li>• roles and tasks of each Partner with regard to educational engagement, organizational engagement, communication and management tools.</li> </ul>	20
<b>Cooperation with learners and external actors</b>	10
<b>maximum score</b>	<b>30</b>

<b>QUALITY OF THE PROPOSED ACTIONS</b>	<b>Maximum points</b>
<b>Action plan</b> Activities are well defined, the responsible entities designated, and timelines accurately planned.	10
<b>Risk management</b> Identification of risks in the EJMSBM implementation and planning of adequate mitigating measures.	5
<b>Quality assurance</b>	15

<ul style="list-style-type: none"> <li>the commitment and active contribution of all consortium partners with regard to the shared governance and management structure, including decision-making;</li> <li>the internal and external quality assurance measures of the EJMSBM;</li> <li>extent to which the proposal adheres to the Standards for Quality Assurance of Joint Programmes in the European Higher Education Area.</li> </ul>	
<b>maximum score</b>	<b>30</b>

<b>COMPETENCE AND SUPPORT</b>	<b>Maximum points</b>
<b>Competence of key staff</b> <ul style="list-style-type: none"> <li>the eminent competence of key teaching staff;</li> <li>the relevant expertise of key administrative staff.</li> </ul>	10
<b>Administrative and logistical support</b> <ul style="list-style-type: none"> <li>support provided to learners and teachers;</li> <li>mechanism for providing services to facilitate mobility.</li> </ul>	10
<b>maximum score</b>	<b>20</b>

<b>BUDGET, COST EFFECTIVENESS AND FINANCIAL MANAGEMENT</b>	<b>Maximum points</b>
Financial management and allocation of funding within the Consortium.	5
Calculation of the educational and administrative unit costs.	5
<b>maximum score</b>	<b>10</b>

<b>TOTAL</b>	<b>100</b>
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If the obtained total score is lower than 60 points or a score is lower than 50% for any of the above five criteria, the proposal will not be evaluated further and will be rejected.

<b>AWARD CRITERIA</b>	<b>Minimum required for each category</b>	<b>Maximum</b>
Relevance of the proposal	5	10

Cooperation arrangements	15	30
Quality of the proposed actions	15	30
Competence and support	10	20
Cost-efficiency of the proposal and financial management	5	10
TOTAL	X	100

Applicants shall submit a Strategic Action Plan for period 2024 – 2028 (Annex 1 to the Application form) covering 48 months which shall define the broad strategic approach and include a preliminary schedule of the three iterations of the EJMSBM programme. It shall also include a preliminary estimated budget for the 2024 – 2028 period. This Plan shall be submitted with application and annexed to the FPA.

For the Consortium with whom Frontex will sign a Framework Partnership Agreement, an invitation by Frontex will be sent to submit proposals for awarding of a grant covering one iteration of EJMSBM. Two Specific Grant Agreements covering one (1) iteration will be signed with a successful Beneficiary:

- (a) first one for a period of 12 months covering Stage 1 and Stage 2 of the EJMSBM (without possibility of extending the agreement), and
- (b) second one for the remainder of 6 months covering Stage 3 of the EJMSBM (+ additional max. 3 months, if Beneficiary deems it necessary, without further possibility of extending the agreement).

The invitation to submit proposals for awarding of a Specific Grant Agreement will be sent to FPA Partners reasonably prior to start of every iteration.

## 10. LEGAL COMMITMENTS

Once the selection of the suitable Partners is completed a Framework Partnership Agreement detailing the conditions of cooperation will be sent to the applicant, as well as information on the procedure to formalise the agreement of the parties (see template Framework Partnership Agreement in Annex 08).

The Framework Partnership Agreement is signed by Frontex first and sent to the Applicant for countersignature. Countersigned documents should be sent back to Frontex. The following methods are accepted:

- (a) Electronic signature (recommended option)  
In case you have the possibility to sign the FPA and other documents using a qualified electronic signature (QES), please have it signed electronically by the authorised representative(s). Please note that only the qualified electronic signature (QES) within the meaning of Regulation (EU) No 910/2014186 (eiders Regulation) will be accepted.

<sup>6</sup> <https://futurium.ec.europa.eu/en>

Before sending back your electronically signed document, please check the signature and validity of the certificate with one of the following tools:

- i. DSS Demonstration validation tool available at <https://ec.europa.eu/cefdigital/DSS/webapp-demo/validation> can help you check the validity of a certificate by indicating the number and type of valid signatures in a document.
- ii. EU Trusted List Browser can be consulted in order to check whether the electronic signature provider and the trust service it provides are part of European Union Trusted List: <https://webgate.ec.europa.eu/tl-browser/#>.

To make sure you use a QES compliant to eIDAS Regulation, you need to check that both the service provider and the qualified certificate generation service used are included in the EU Trusted List Browser.

- (b) Handwritten signature:

In case you do not have the possibility to sign the documents using a qualified electronic signature (QES), please fill it in electronically, then print it and have it signed and dated by your authorised representative(s) using a hand-written signature.

**The applicants understand that submission of a grant application implies acceptance of the general conditions attached to this Call for Proposals. These general conditions bind the Beneficiary to whom the grant is awarded and shall constitute an annex to the specific agreement.**

## 11. FINANCIAL PROVISIONS

### 11.1. Form of the Specific Grant Agreement

**The reimbursement based on actual costs, the unit costs and flat-rate, in the context of the Call shall be made based on the Specific Agreement signed between Frontex and the Consortium. The Specific Agreement enters into force on the date on which the last party signs it.**

The Specific Grant Agreement will be defined by applying a maximum co-financing rate of 95% to the eligible costs declared by the Beneficiary on the basis of a maximum amount of EUR 990 000 financed by Frontex per one iteration, calculated in accordance with the Beneficiary's usual cost accounting practices by dividing estimated budget (Annex 03) into three categories of costs: (1) actual costs of mobility, (2) educational and administrative unit cost per Stage and (3) flat-rate. Following costs are eligible in line with the methodology presented in Annex 11:

- (a) actual costs of mobility that cover:
  - i. costs actually incurred by the Beneficiary covering learners' mobilities related to contact weeks, particularly to: travel expenses (including local transportation), accommodation, DSA, catering, insurance;
  - ii. costs actually incurred by the Beneficiary covering learners' mobilities related to field trips/study visits that must be adequate and directly related to these activities (ref. 11.1.a.i);
  - iii. costs actually incurred by the Beneficiary covering learners' mobilities related to thesis development and supervision that must be adequate and directly related to these activities (ref. 11.1.a.i) (if relevant);

- iv. costs actually incurred by the Beneficiary covering learners' mobilities related to the graduation ceremony that must be adequate and directly related to the activity (ref. 11.1.a.i) (if relevant);
- v. costs related to teachers'/tutors'/supervisors'/examiners' mobility, particularly to: travel expenses (including local transportation), accommodation, full board and other sundry expenses;
- vi. costs related to the participation in the Consortium and quality assurance meetings<sup>7</sup>;

If a learner shows up, but does not complete the module, the costs of this mobility shall be regarded eligible proportionally to learner's participation. The costs of re-booking flight ticket are ineligible.

- (b) Educational and administrative unit cost that covers:
  - i. cost of epidemiological health protection guidelines;
  - ii. cost of Virtual Learning Environment (an online platform used for educational purposes);
  - iii. cost of the rental of training facilities / equipment (if supplementary costs occur);
  - iv. costs related to the graduation ceremony non-related to learners' mobility;
  - v. enrolment fees;
  - vi. costs related to the issuance of parchments/diploma supplement;
  - vii. accreditation/Validation and Re-Validation fee;
  - viii. entry, admission, enrolment, transfer, progression of learners and all other arrangements that relate to the provision of the European Joint Master's in Strategic Border Management;
  - ix. cost of educational, organisational and training support before, during, and after the modules;
- (c) a flat-rate of 7% of the total eligible direct costs covers overhead expenses:
  - i. that can be regarded as chargeable to the actions, and
  - ii. that cannot be attributed to the eligible direct costs.

#### Conditions for compliance of the Beneficiary's usual cost accounting practices

The Beneficiary must ensure that the cost accounting practices used for the purpose of declaring eligible costs are in compliance with the following conditions:

- (a) the cost accounting practices that are used must constitute the usual cost accounting practices of the Beneficiary. The Beneficiary must apply those practices in a consistent manner, based on objective criteria irrespective of the source of funding (EU financing or other);
- (b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and
- (c) the categories of costs used for the purpose of determining the costs declared do not include any ineligible costs or costs already covered by other forms of grant.

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<sup>7</sup> Refers to fulfilling duties of Quality Assurance structure bodies as described in consortium agreement developed in line with Annex 13.

### **11.1.1. Payment conditions, checks and audits for unit costs**

- (a) Contributions based on unit costs will be paid in full provided the action is implemented properly (with the required quality, fully and on time). In case of poor implementation, the amount of the grant will be reduced proportionately. See also step 4 of section 11.5.

The fulfilment of the above conditions and/or results triggering the payment of the unit costs as specified in section 11.2, including where required the achievement of outputs and/or results, will be checked at the latest before the payment of the balance. In addition, the fulfilment of those conditions and/or results may be subject to ex-post controls.

Frontex has the right, at all times, during the implementation of the EJMSBM, at their request, to send representatives to attend any of the governing and quality assurance meetings of the Consortium, as well as observe any module(s) delivery. Such representative(s) act as observer and have the right to give advice and make suggestions but does not have a right to vote. The Consortium shall deliver to the observer copies of all notices, minutes, consents and other materials in relation to the meetings that the Consortium provides to the members of the meeting at the same time and in the same manner as provided to the other members of the meeting. Frontex representatives have the right to receive sufficient notice to enable such attendance and the right to receive all other communications, information and materials shared with all Consortium members.

- (b) For this purpose, in case of verifications, checks or audits, the Beneficiary will be required to provide the following supporting documents, upon request:
- i. Programme Monitoring Report;
  - ii. Governing Board reports;
  - iii. Programme Board reports;
  - iv. Board of Examiners reports;
  - v. Quality Assurance reports;
  - vi. External review reports;
  - vii. Supporting documents proving the number of units declared;
  - viii. Any other reports.
- (c) Where the grant takes the form of the educational and administrative unit cost, the Beneficiary will not be required to report on the costs actually incurred for the implementation.
- Frontex reserves its right to challenge the amounts of educational and administrative unit cost by ex-post controls, where:
- i. the Frontex did not confirm the usual cost accounting practices as complying with the conditions set out in this Call, or
  - ii. the unit costs are not calculated in accordance with the confirmed cost accounting practices.
- (d) Payment of the grant on the basis of unit costs as specified in section 11.1.1, does not affect the right of access to the statutory records of the Beneficiaries for the purposes of:
- i. reviewing them for future grants, or
  - ii. protecting the European Union financial interests, e.g. detection of fraud, irregularities or breach of obligations.
- (e) The payment of money to the Coordinator discharges Frontex's payment obligations vis-à-vis all other Beneficiaries.

## 11.2. Eligible costs

Eligible costs shall meet all the following criteria:

- (a) they are incurred by the Beneficiary.
- (b) they are incurred during the duration of the action, with the exception of costs relating to final reports and audit certificates;
  - i. The period of eligibility of costs will start as specified in the grant agreement.
  - ii. If a Beneficiary can duly justify the essential need to start the action before the agreement is signed, the costs eligibility period may start before the signature, upon Frontex approval. Under no circumstances can the eligibility period start before the date of submission of the grant application.
- (c) they are indicated in the estimated budget of the actions;
- (d) they are necessary for the implementation of the actions, which is the subject of the grant;
- (e) they are identifiable and verifiable, in particular being recorded in the accounting records of the Beneficiary and determined according to the applicable accounting standards of the country where the Beneficiary is established and according to the usual cost accounting practices of the Beneficiary;
- (f) they comply with the requirements of applicable tax and social legislation;
- (g) they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency.

The Beneficiary's internal accounting and auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the actions with the corresponding accounting statements and supporting documents.

Eligible costs may be direct or indirect.

### 11.2.1. Eligible direct costs

The eligible direct costs for the actions are those costs which **with due regard to the conditions of eligibility set out above**, are identifiable as specific costs directly linked to the performance of the actions and which can therefore be booked to it directly:

1. actual mobility costs that include:
  - (a) costs of mobilities (contact weeks, field trips, thesis development and supervision, graduation ceremony) – this is: travel (including local transportation), accommodation, DSA, catering, insurance;
2. educational and administrative unit cost that includes:
  - (a) the costs of personnel working under an employment contract with the Beneficiary or an equivalent appointing act and assigned to the action, provided that these costs are in line with the Beneficiary's usual policy on remuneration.
  - (b) Those costs include actual salaries plus social security contributions and other statutory costs included in the remuneration. They may also comprise additional remunerations, including payments on the basis of supplementary contracts regardless of the nature of those contracts, provided that they are paid in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used.
  - (c) The costs of natural persons working under a contract with the Beneficiary other than an employment contract or who are seconded to the Beneficiary by a third party

against payment may also be included under such personnel costs, provided that the following conditions are fulfilled:

- iii. the person works under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed);
- iv. the result of the work belongs to the Beneficiary (unless exceptionally agreed otherwise); and
- v. the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the Beneficiary;

The recommended methods for the calculation of direct personnel costs are provided in this document in the Appendix.

- (d) The depreciation costs of equipment or other assets (new or second-hand) as recorded in the Beneficiary's accounting statements, provided that the asset:
  - i. is written off in accordance with the international accounting standards and the Beneficiary's usual accounting practices; and
  - ii. has been purchased in accordance with the rules on implementation contracts laid down in the grant agreement, if the purchase occurred within the implementation period;

The costs of renting or leasing equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee;

Only the portion of the equipment's depreciation, rental or lease costs corresponding to the implementation period and the rate of actual use for the purposes of the action may be taken into account when determining the eligible costs. By way of exception, the full cost of purchase of equipment may be eligible under the Special Conditions, if this is justified by the nature of the action and the context of the use of the equipment or assets;

- (e) costs of consumables and supplies, provided that they:
  - i. are purchased in accordance with the rules on implementation contracts laid down in the grant agreement; and
  - ii. are directly assigned to the action;
- (f) costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with the rules on implementation contracts laid down in the grant agreement;
- (g) costs derived from subcontracts, provided that specific conditions on subcontracting as laid down in the grant agreement are met;
- (h) duties, taxes and charges paid by the Beneficiary, notably value added tax (VAT), provided that they are included in eligible direct costs, and unless specified otherwise in the grant agreement.

### **11.2.2. Eligible indirect costs (overheads)**

Indirect costs are costs that are not directly linked to the actions implementation and therefore cannot be attributed directly to it.



A flat-rate amounts to 7% of the total eligible direct costs of the action, is eligible as indirect costs, representing the Beneficiary's overhead expenses that can be regarded as chargeable to the actions and that cannot be covered by the eligible direct costs. Indirect costs must be indicated under a separate budget heading (not included in actual mobility costs as well as administrative and educational unit costs) in the Estimated Budget (Annex 03) and must be calculated for each grant.

Indirect costs must not include costs entered under another budget heading.

The indirect costs must be accommodated in the maximum available budget per iteration.

**Applicants' attention is drawn to the fact that if they are receiving an operating grant financed by the EU or Euratom budget, they may not declare indirect costs for the period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action.**

In order to demonstrate this, in principle, the Beneficiary should:

- (a) use analytical cost accounting that allows to separate all costs (including overheads) attributable to the operating grant and the actions grant. For that purpose, the Beneficiary should use reliable accounting codes and allocation keys ensuring that the allocation of the costs is done in a fair, objective and realistic way.
- (b) record separately:
  - i. all costs incurred for the operating grants (i.e. personnel, general running costs and other operating costs linked to the part of its usual annual activities), and
  - ii. all costs incurred for the actions grants (including the actual indirect costs linked to the actions)

If the operating grant covers the entire usual annual activity and budget of the Beneficiary, the latter is not entitled to receive any indirect costs under the actions grant.

### 11.3. Ineligible costs

The following items are not considered as eligible costs and therefore cannot be included in the estimated budget of the action:

- (c) contributions in kind;
- (d) return on capital and dividends paid by a beneficiary;
- (e) debt and debt service charges;
- (f) provisions for losses or debts;
- (g) interest owed;
- (h) exchange losses;
- (i) costs of transfers;
- (j) costs declared by the beneficiary under another actions receiving a grant financed from the Union budget. Such grants include grants awarded by a Member State and financed from the Union budget and grants awarded by bodies other than Frontex for the purpose of implementing the Union budget. In particular, beneficiaries receiving an operating grant financed by the EU or Euratom budget cannot declare indirect costs for the period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the actions.
- (k) depreciation costs;
- (l) deductible VAT;
- (m) VAT in case of activities engaged in as public authorities;
- (n) excessive or reckless expenditure;

- (o) costs declared as eligible under another grant funded by the Union;
- (p) doubtful debts.

#### **11.4. Balanced budget**

The estimated budget (Annex 03) of the actions must be attached to the application form. It must have revenue and expenditure in balance.

The budget must be drawn up in euros.

Applicants for whom costs will not be incurred in euros should use the exchange rate published in the Official Journal of the European Union on the Infor-euro website available at:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)

The applicant must ensure that the resources which are necessary to carry out the actions are not entirely provided by the EU grant.

Co-financing of the actions may take the form of:

- (a) the Beneficiary's own resources,
- (b) income generated by the actions,
- (c) financial contributions from third parties.

#### **11.5. Calculation of the final grant amount**

The final amount of the grant is calculated by Frontex at the time of the payment of the balance. The calculation involves the following steps:

##### **Step 1 — Application of the reimbursement**

The amount under step 1 is obtained by:

- a) If, as provided for in Article 3.2(a) of the Specific agreement, the grant takes the form of the reimbursement of eligible costs, the reimbursement rate specified in that Article is applied to the eligible costs of the *action* approved by the Commission for the corresponding categories of costs, partners and affiliated entities;
- b) If, as provided for in Article 3.2(b) of the Specific agreement, the grant takes the form of a unit contribution, the unit contribution specified in that Article is multiplied by the actual number of units approved by the Commission for the corresponding partners and affiliated entities;
- c) If, as provided for in Article 3.2(c) of the Specific agreement, the grant takes the form of a lump sum contribution, the Commission applies the lump sum specified in that Article for the corresponding partners and affiliated entities if it finds that the corresponding tasks or part of the *action* were implemented properly in accordance with Annex I of the Specific agreement;
- d) If, as provided for in Article 3.2(d) of the Specific agreement, the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Commission for the corresponding partners and affiliated entities.

##### **Step 2 — Limit to the maximum amount of the grant**

The total amount paid to the Beneficiaries by Frontex may in no circumstances exceed the maximum amount of the grant.

If the amount obtained following Step 1 is higher than this maximum amount, the final amount of the grant is limited to the latter.

### **Step 3 — Reduction due to the no-profit rule**

The grant may not produce a profit for the partners, unless specified otherwise in the Special Conditions or in the Specific agreement.

'Profit' means the surplus of the amount obtained following Steps 1 and 2 plus the total receipts of the action, over the total eligible costs of the action.

The total eligible costs of the *action* are the consolidated total eligible costs approved by Frontex for the categories of costs reimbursed in accordance with Article 3.2(a) of the Specific agreement.

The total receipts of the *action* are the consolidated total receipts established, generated or confirmed on the date on which the request for payment is drawn up by the coordinator.

The following are considered receipts:

- (a) income generated by the action;
- (b) financial contributions given by third parties to a partner or to an affiliated entity, if they are specifically assigned by the third parties to the financing of the eligible costs of the action reimbursed by Frontex in accordance with Article 3.2(a)(i) of the Specific agreement.

The following are not considered receipts:

- (a) financial contributions by third parties, if they may be used to cover costs other than the eligible costs under the Specific agreement;
- (b) financial contributions by third parties with no obligation to repay any amount unused at the end of the *implementation period*.

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the actual eligible costs of the *action* approved by Frontex for the categories of costs referred to in Article 3.2(a)(i) of the Specific agreement. This deduction will be applied on the amount calculated following Steps 1 and 2.

### **Step 4 — Reduction due to improper implementation or breach of other obligations**

Frontex may reduce the *maximum amount of the grant* if the *action* has not been implemented properly as described in Annex I of the Specific agreement (i.e. if it has not been implemented or has been implemented poorly, partially or late), or if another obligation under the Framework agreement or the Specific agreement has been breached.

The amount of the reduction will be proportionate to the degree to which the *action* has been implemented improperly or to the seriousness of the breach.

Before Frontex reduces the grant, it must send a *formal notification* to the coordinator:

- (a) informing it of:
  - (i) its intention to reduce the *maximum amount of the grant*;
  - (ii) the amount by which it intends to reduce the grant;

- (iii) the reasons for reduction; and
- (b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

If Frontex does not receive any observations or decides to pursue reduction despite the observations it has received, it will send a *formal notification* informing the coordinator of its decision.

If the grant is reduced, Frontex must calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the improper implementation of the *action* or to the seriousness of the breach of obligations) from the *maximum amount of the grant*.

The final amount of the grant will be the lower of the following two:

- (a) the amount obtained following Steps 1 to 3; or
- (b) the reduced grant amount following Step 4.

## **11.6. Reporting and payment arrangements**

### **11.6.1. Reporting**

The Beneficiary reports on the performance and costs under the Agreement using the reporting guidelines provided by Frontex:

- (a) the performance reports are to be provided at the latest on the 15<sup>th</sup> day after the end of Stage and shall be drawn up in accordance with templates provided in Programme Requirements (Annex 13):
  - (i) Annexes II-VIII are to be submitted upon completion of each of the EJMSBM programme Stage and shall cover the period from the start until the end date of the implementation of each EJMSBM programme Stage.
  - (ii) Annex IX shall be submitted solely after completion of the Stage 3 and shall cover the period from the EJMSBM programme start until its final end date.
- (b) The final technical report and financial statement are to be provided upon completion of the action drawn up in accordance with Article. 4.4 of Specific Grant Agreement.

Frontex validates the reports within 30 days from the established deadlines unless clarification is needed and further communication with the Beneficiary takes place. Validation is a process that includes a verification whether the EJMSBM is implemented in line with the programme standards.

Fulfilling the reporting obligations is as a pre-condition for any amendment to the Agreement and balance payments. The Beneficiary and Frontex ensure timely completion and validation of the reports.

### **Pre-financing**

The pre-financing is intended to cover the Beneficiary's future expenditures related to the implementation of the Agreement. Following the signature of the Agreement by the last party

and its receipt by Frontex, the Beneficiary may send to Frontex a request for the pre-financing up to 80% of the cost.

Frontex shall assess the payment request and, if approved, pay within 30 days from receipt of the request for pre-financing, notwithstanding any suspension periods.

### **Payment of the balance**

Payment of the balance, which may not be repeated, is intended to cover the remaining costs of the Beneficiary on the basis of a detailed statement of the costs incurred, after the end of the operational activity. It clears any outstanding pre-financing.

Payment of the balance may take the form of a recovery order, if previous payments exceed the amount of the final financing determined in accordance with the Agreement.

The Beneficiary itself shall certify that the financial documents submitted to Frontex comply with the financial provisions of the Agreement and that the request for payment is substantiated by adequate supporting documents that can be checked.

Upon receipt of the request for payment of the balance and the accompanying documents, Frontex shall:

- (a) approve the request; or
- (b) ask the Beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the request; or
- (c) reject the request and ask for the submission of a new request.

Approval of the documents accompanying the request for payment shall not imply recognition of the regularity or the authenticity, completeness and correctness of the declarations and information it contains.

Frontex shall assess any submitted documents and, if approved, pay within 60 days from receipt of the request for payment of the balance, notwithstanding any suspension periods.

#### **11.6.2. Payment arrangements**

Two subsequent Specific Grant Agreements covering one (1) iteration will be signed with a successful Beneficiary:

- (a) first one - for a period of 12 months (without possibility of extension),
- (b) the second one – for the subsequent 6 months + additional max. 3 months (without possibility of further extension).

NOTE: The cost of additional max. 3 months shall be included in the cost of Stage 3, no extra charges.

The Beneficiary may request the following payments for each Specific Grant Agreement provided that the conditions of the grant agreement are fulfilled (e.g. payment deadlines, ceilings, etc.). The payment requests shall be accompanied by the documents provided below and detailed in the grant agreement.

Payment request	Accompanying documents
<p><b>A pre-financing payment</b> corresponding to 80% of the maximum grant amount will be transferred to the grant Beneficiary within 30 days of the reception of a request for pre-financing addressed to <a href="mailto:invoices@frontex.europa.eu">invoices@frontex.europa.eu</a></p>	<p>(a) request for pre-financing</p>
<p><b>Payment of the balance</b></p> <p>Frontex will establish the amount of this payment on the basis of the calculation of the final grant amount (see section 11.5 above). If the total of earlier payment is higher than the final grant amount, the Beneficiary will be required to reimburse the amount paid in excess by Frontex through a recovery order.</p>	<p>(a) request for payment of the balance. (b) Final technical report on the implementation of the action under the Specific Agreement (c) final financial statement, (d) invoices with supporting documents related to mobilities, (e) a certificate on the financial statements and underlying accounts (i.e., documents confirming all triggering events).</p>

In case of a weak financial capacity, section 8.1 above applies.

Requests for payment and the documents accompanying them are to be scanned and sent in pdf format (attached to an email) to [invoices@frontex.europa.eu](mailto:invoices@frontex.europa.eu) with CC: [ejmsbm@frontex.europa.eu](mailto:ejmsbm@frontex.europa.eu)

Requests for payment and financial statements must be drawn up in euro.

If the costs were contracted, invoiced or paid directly in euro, the Beneficiary declares them as such, irrespective of the currency in which it keeps its accounts. This is without prejudice to the rule under which it must be possible to reconcile requests for payment and underlying costs with Beneficiaries' accounts.

Applicants for whom costs will not be incurred in euros should use the exchange rate published in the Official Journal of the European Union on the Infor-euro website available at:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)

Beneficiary is requested to present aggregated – preferably one - invoice for accommodation and travels of all participants for each contact week / field trip / thesis supervision / graduation ceremony.

## 11.7. Other financial conditions

### 11.7.1. Non-cumulative award

The action may only receive one grant from the EU budget.

### **11.7.2. Non-retroactivity**

No grant may be awarded retrospectively for actions already completed.

A grant may be awarded for action which has already begun only where the applicant can demonstrate in the grant application the need to start the actions before the grant agreement is signed.

In such cases, costs eligible for financing may not have been incurred prior to the date of submission of the grant application.

### **11.7.3. Implementation contracts/subcontracting**

Where the implementation of the action requires the award of procurement contracts (implementation contracts), the Beneficiary may award the contract in accordance with its usual purchasing practices provided that the contract is awarded to the tender offering best value for money or the lowest price (as appropriate), avoiding conflicts of interest.

The Beneficiary is expected to clearly document the tendering procedure and retain the documentation in the event of an audit.

Beneficiaries may subcontract tasks forming part of the action. If they do so, they must ensure that, in addition to the above-mentioned conditions of best value for money and absence of conflicts of interests, the following conditions are also complied with:

- (a) subcontracting does not cover core tasks of the action;
- (b) recourse to subcontracting is justified because of the nature of the action and what is necessary for its implementation;
- (c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget;
- (d) any recourse to subcontracting, if not provided for in description of the action, is communicated by the Beneficiary and approved by Frontex. Frontex may grant approval:
  - i. before any recourse to subcontracting, if the Beneficiaries requests an amendment
  - ii. after recourse to subcontracting if the subcontracting:
    - is specifically justified in the final report and
    - does not entail changes to the grant agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (e) the Beneficiaries ensure that certain conditions applicable to Beneficiaries, enumerated in the grant agreement (e.g. visibility, confidentiality, etc.), are also applicable to the subcontractors.

## **12. PUBLICITY**

### **12.1. By the Beneficiaries**

Beneficiaries must clearly acknowledge the European Union's contribution in all publications or in conjunction with activities for which the grant is used.

In this respect, Beneficiaries are required to give prominence to the name and emblem of the Frontex on all their publications, posters, programmes and other products realised under the co-financed action.

If this requirement is not fully complied with, the Beneficiary's grant may be reduced in accordance with the provisions of the grant agreement.

## **12.2. By Frontex**

With the exception of scholarships paid to natural persons and other direct support paid to natural persons in most need, all information relating to grants awarded in the course of a financial year shall be published on an internet site of the European Union institutions no later than the 30 June of the year following the financial year in which the grants were awarded.

Frontex will publish the following information:

- (a) name of the Beneficiary;
- (b) address of the Beneficiary when the latter is a legal person, region when the Beneficiary is a natural person, as defined on NUTS 2 level if he/she is domiciled within the EU or equivalent if domiciled outside the EU;
- (c) subject of the grant;
- (d) amount awarded.

Upon a reasoned and duly substantiated request by the Beneficiary, the publication shall be waived if such disclosure risks threatening the rights and freedoms of individuals concerned as protected by the Charter of Fundamental Rights of the European Union or harm the commercial interests of the Beneficiaries.

## **13. PROCESSING OF PERSONAL DATA**

The reply to any Call for Proposals involves the recording and processing of personal data (such as name, address and CV). Such data will be processed pursuant to Regulation (EU) No.2018/1725 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Any personal data requested are required to evaluate the application in accordance with the specifications of the Call for Proposal and will be processed solely for that purpose by Head of Training Unit in Frontex.

Information concerning the processing of personal data is available on the privacy statement in Annex 12.

Personal data may be registered in the Early Detection and Exclusion System by the Commission, should the grant Beneficiary be in one of the situations mentioned in Articles 136 and 141 of Regulation (EU, Euratom) 2018/1046<sup>9</sup>. For more information see the Privacy Statement on: [https://ec.europa.eu/info/data-protection-public-procurement-procedures\\_en](https://ec.europa.eu/info/data-protection-public-procurement-procedures_en)

Applicants are expected to gain permission for processing the personal data of any individual whose data is included in the application in line with the national law of the applicant.

The eligible applicants must comply with the EU General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC).



## 14. PROCEDURE FOR THE SUBMISSION OF PROPOSALS

Proposals must be submitted by the deadline set out under section 3.

No modification to the application is allowed once the deadline for submission has elapsed. However, if there is a need to clarify certain aspects or to correct (adjust) mistakes, Frontex may contact the applicant during the evaluation process.

Applicants will be informed in writing about the results of the selection process.

Application form is annexed to this Call and available at [Grants \(europa.eu\)](https://grants.europa.eu)

Applications must be submitted in the correct form, duly completed and dated. They must be submitted in 2 copies (one original clearly identified as such, plus one copy not stapled printed one-sided) and signed by the person authorised to enter into legally binding commitments on behalf of the applicant organisation.

Where applicable, all additional information considered necessary by the applicant can be included on separate sheets.

Applications must be sent to the following address in a single sealed envelope bearing:

- (a) The address for submission:

Attention: Training Unit – EJMSBM  
Frontex  
Plac Europejski 6  
00-844 Warsaw  
Poland

- (b) The reference number of this Call for Proposals - **2023/FPA/TRU/01** – must be indicated at the envelope:

- i. by post or (preferably) by courier, posted no later than the deadline for submitting applications. The postmark or the date of the deposit slip shall be taken as proof of the date of dispatch; or
- ii. by hand delivery (in person or by an authorised representative) to the Frontex Reception Desk at the address given above. Working hours are from 09:00h to 17:00h, (excluding Saturdays, Sundays and Frontex holidays). If this delivery option is chosen, a receipt must be obtained as proof of submission, signed and dated by the Frontex Reception Desk. Submit in a sealed envelope.

**The applicant is required to send an electronic confirmation of the application's submission to: [ejmsbm@frontex.europa.eu](mailto:ejmsbm@frontex.europa.eu) no later than one (1) day after a dispatch of paper application form.**

Applications sent by fax or solely by e-mail will not be accepted.

No modification to the application is allowed once the deadline for submission has passed unless corrections and/or adjustments are requested by Frontex.

### Contacts

Questions regarding the Call for Proposals, indicating the reference number of this Call for Proposals (2023/FPA/TRU/01), can be sent to the functional mailbox address [ejmsbm@frontex.europa.eu](mailto:ejmsbm@frontex.europa.eu).

The last day for submission of questions on the Call for Proposals will be 5 working days before the deadline for submitting applications. Frontex will reply to inquiries as soon as possible.

Any requests or replies do not constitute any ground to claim any expectation concerning the selection of the Proposal.

The questions and answers may be anonymously published on Frontex' website if they are relevant to other applicants. A file (pdf) document with all such questions and answers will be available on Frontex' website together with all the documents related to the Call for Proposals.

Frontex may contact the applicant, using the contact details indicated in the application form, during the evaluation process if there is a need to clarify certain aspects or for the correction (adjustment) of mistakes.

Please note that applicants must reply to such questions within 2 working days. If Frontex is not able to reach the applicant at the contact details provided in the application form or the applicant does not reply within the given deadline, the application may be rejected from further evaluation.

Applicants will be informed in writing about the results of the Call for Proposals.

## **15. ANNEXES**

Annex 01 - Application Form

Annex 02 – Programme Descriptor

Annex 03 – Estimated Budget

Annex 04 – Legal Entity Form

Annex 05 – Financial Identity Form

Annex 06 – Letter of Commitment - template

Annex 07 – Declaration on honour - template

Annex 08 – model Framework Partnership Agreement

Annex 09 – model Specific Grant Agreement

Annex 10 - Covid19 Health protection guidelines

Annex 11 - Unit cost calculation methodology

Annex 12 – Privacy Statement

Annex 13 – Programme Requirements

## Appendix: Specific conditions for direct personnel costs

### **1. Calculation**

The ways of calculating eligible direct personnel costs laid down in points (a) and (b) below are recommended and accepted as offering assurance as to the costs declared being actual. Frontex may accept a different method of calculating personnel costs used by the Beneficiary, if it considers that it offers an adequate level of assurance of the costs declared being actual.

#### **a) for persons working exclusively on the action:**

*{monthly rate for the person*

*multiplied by*

*number of actual months worked on the action}*

The months declared for these persons may not be declared for any other EU or Euratom grant.

The **monthly rate** is calculated as follows:

*{annual personnel costs for the person*

*divided by 12}*

using the personnel costs for each full financial year covered by the reporting period concerned.

If a financial year is not closed at the end of the reporting period, the Beneficiaries must use the monthly rate of the last closed financial year available;

#### **b) for persons working part time on the action**

(i) If the person is assigned to the action at a fixed pro-rata of their working time:

*{monthly rate for the person multiplied by pro-rata assigned to the action*

*multiplied by*

*number of actual months worked on the action}*

The working time pro-rata declared for these persons may not be declared for any other EU or Euratom grant.

The monthly rate is calculated as above.

(ii) In other cases:

*{hourly rate for the person multiplied by number of actual hours worked on the action}*

*or*

*{daily rate for the person multiplied by number of actual days worked on the action}*

(rounded up or down to the nearest half-day)

The number of actual hours/days declared for a person must be identifiable and verifiable.

The total number of hours/days declared in EU or Euratom grants, for a person for a year, cannot be higher than the annual productive hours/days used for the calculations of the hourly/daily rate. Therefore, the maximum number of hours/days that can be declared for the grant are:

*{number of annual productive hours/days for the year (see below)*

*minus*

*total number of hours and days declared by the Beneficiary, for that person for that year, for other EU or Euratom grants}.*

The '**hourly/daily rate**' is calculated as follows:

*{annual personnel costs for the person*

*divided by*

*number of individual annual productive hours/days}* using the personnel costs and the number of annual productive hours/days for each full financial year covered by the reporting period concerned.

If a financial year is not closed at the end of the reporting period, the Beneficiaries must use the hourly/daily rate of the last closed financial year available.

The 'number of individual annual productive hours/days' is the total actual hours/days worked by the person in the year. It may not include holidays and other absences (such as sick leave, maternity leave, special leave, etc). However, it may include overtime and time spent in meetings, trainings and other similar activities.

## **2. Documentation to support personnel costs declared as actual costs**

For **persons working exclusively on the action**, where the direct personnel costs are calculated following **point (a)**, there is no need to keep time records, if the Beneficiary signs a **declaration** confirming that the persons concerned have worked exclusively on the action.

For **persons assigned to the action at a fixed pro-rata of their working time**, where the direct personnel costs are calculated following **point (b)(i)**, there is no need to keep time records, if the Beneficiary signs a declaration that the persons concerned have effectively worked at the fixed pro-rata on the action.

For **persons working part time on the action**, where direct personnel costs are calculated following **point (b)(ii)**, the Beneficiaries must keep **time records** for the number of hours/days declared. The time records must be in writing and approved by the persons working on the action and their supervisors, at least monthly.

In the absence of reliable time records of the hours worked on the action, Frontex may accept alternative evidence supporting the number of hours/days declared, if it considers that it offers an adequate level of assurance.