EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR HEALTH AND FOOD SAFETY

Food chain: stakeholder and international relations
**Acting Director**

# GRANT DECISION for an ACTION

## Coordinated control plan for antimicrobial resistance monitoring AMR/2020/ES/SI2.825066

**THE EUROPEAN COMMISSION** (hereinafter referred to as "the Commission") represented by Matthew Hudson

Having regard to the Treaty on the Functioning of the European Union (hereinafter referred to as "the Union");

Having regard to Regulation (EU) No 652/2014 of the European Parliament and of the Council of 15 May 2014 laying down provisions for the management of expenditure relating to the food chain, animal health and animal welfare, and relating to plant health and plant reproductive material, amending Council Directives 98/56/EC, 2000/29/EC and 2008/90/EC, Regulations (EC) No 178/2002, (EC) No 882/2004 and (EC) No 396/2005 of the European Parliament and of the Council, Directive 2009/128/EC of the European Parliament and of the Council and Regulation (EC) No 1107/2009 of the European Parliament and of the Council and repealing Council Decisions 66/399/EEC, 76/894/EEC and 2009/470/EC[1], and in particular Article 33 thereof;

Having regard to Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EC, Euratom) No 966/2012[2], and in particular Articles 180 to 205 thereof,

Having regard to Commission Implementing Decision No C(2019)8393 final[3] concerning the financing and the adoption of the work programme for 2020 for official controls, other measures and activities to ensure the correct implementation of the food and feed legislation,

**HAS DECIDED AS FOLLOWS:**

[1] OJ L 189/1, 27.6.2014, p.1.
[2] OJ L 193, 30.7.2018, p. 1.
[3] Commission Implementing Decision C(2019)8393 of 26 November 2019 on the financing and the adoption of the work programme for 2020 for official controls, other measures and activities to ensure the correct implementation of the food and feed legislation.

## ARTICLE 1 – PURPOSE OF THE GRANT

1. A grant is awarded to Spain

referred to as "the beneficiary"

represented for the purposes of this Grant Decision by

Director General de Sanidad de la Producción Agraria
Ministerio de Agricultura, Alimentación y Medio Ambiente
C/Almagro, 33
28071 Madrid (Spain)

for the action entitled "Coordinated plan for antimicrobial resistance monitoring in commensal and zoonotic agents on samples of laying hens, broilers and fresh meat thereof, and fattening turkeys as regards the year 2020" (hereinafter referred to as "the action"), as described in Annex III, under the terms and conditions set out in the present Decision and its Annexes.

The beneficiary shall undertake everything in his power to carry out the action as described in the application submitted in Annex III, acting on his own responsibility.

## ARTICLE 2 – DURATION

The action shall run from 1 January 2020 to 31 December 2020.

However, the antibiotic susceptibility tests (AST) can be carried out from 1 January 2020 to 28 February 2021. These tests correspond to columns (D) AST *Salmonella*/*E. coli* (table 1), (E) AST Characterisation/Classification of resistant *Salmonella*/*E. coli* isolates (table 4) and (G) AST (table 2) *Campylobacter* (C. *jejuni*) in Annex V.

## ARTICLE 3 – FINANCING THE ACTION

1. The grant shall be of a maximum amount of EUR 115,421 and shall take the form of the reimbursement of 50% of the eligible costs of the action ("reimbursement of eligible costs") within the limits mentioned in Annex II. Those costs are:
   a. actually incurred ("reimbursement of actual costs") for the beneficiary for the following categories of costs, as indicated in Annex VI:
      - Cost of sampling,
      - Cost of laboratory tests;
   b. declared on the basis of a flat rate of 7% of the eligible direct costs ("reimbursement of flat-rate costs") for the beneficiary for the above-mentioned categories of costs.
2. The grant shall not exceed:
   a. the limit of the maximum amounts and the limit of the maximum of tests to be carried out, as indicated in Annex II;
   b. the following ceiling per test and per sample, overheads not included:
      - EUR 10 per caecal sample,
      - EUR 10 per sample of meat at retail,
      - EUR 11 per commensal *E. coli* isolation and detection,

- EUR 15 per antimicrobial susceptibility testing (AST according to table 1 of Commission Implementing Decision 2013/652/EU under Annex III), of each *E. coli* and *Salmonella* isolate.
- EUR 17.5 per characterisation and classification (AST according to table 4 of Commission Implementing Decision 2013/652/EU under Annex III) of each *E. coli* and *Salmonella* isolate showing resistance to third-generation cephalosporins and meropenem when tested according to table 1 of Commission Implementing Decision 2013/652/EU under Annex III),
- EUR 21.5 per *Campylobacter* isolate isolation and identification;
- EUR 15 per AST of each *Campylobacter* isolate;
- EUR 22 per *Salmonella* isolate serotyping,
- EUR 9.5 per isolation of enzyme (ESBL/AmpC)-producing *E. coli* from meat and caecal samples according to steps 1.4-1.6 of the protocol for standardisation of the EU Reference Laboratory for antimicrobial resistance under Annex III,
- EUR 18.5 per verification of resistance, identification and storage of isolates of enzyme (ESBL/AmpC)-producing *E. coli* from meat and caecal samples according to steps 1.7-1.8 of the protocol for standardisation of the EU Reference Laboratory for antimicrobial resistance under Annex III;
- EUR 8.5 per isolation of carbapenemase-producing *E. coli* from caecal and meat/retail samples according to step 3.1 and 3.2 of the protocol for standardisation of the EU Reference Laboratory for antimicrobial resistance under Annex III;
- EUR 18.5 per verification of resistance, identification and storage of isolates of carbapenemase-producing *E. coli* from meat and caecal samples according to steps 3.3-3.4 of the protocol for standardisation of the EU Reference Laboratory for antimicrobial resistance under Annex III.

**ARTICLE 4 – PAYMENT ARRANGEMENTS AND SUBMISSION OF REPORTS**

In addition to the provisions set out in Articles 4 and 5 of the General Conditions in Annex I, the following reporting and payment arrangements shall apply:

1. Pre-financing

   Not applicable.

2. Payment of the balance

   The beneficiary shall submit a paper copy of the request for payment of the balance and a paper copy of the technical report within 3 months following the end date of the action specified in Article 2.

   The paper copy shall be sent to Unit D4 - Food safety programme, emergency funding, as mentioned under Article 6.1. An electronic file shall also be sent for information to the functional box: SANTE-AMR-COORD-PLAN@ec.europa.eu.

   The balance shall be paid to the beneficiary, subject to the receipt of the technical report, in accordance with Annex V, and the request for payment, in accordance with Annex IV.

The Commission shall have 90 days to approve or reject the reports and to pay the balance, or to request additional supporting documents or information. The beneficiary shall have 30 days in which to submit additional information or a new report.

The Commission may suspend the time limit for payment or suspend the payments in accordance with the procedures laid down in Annex I.

**ARTICLE 5 – BANK ACCOUNT**

Payments shall be made to the beneficiary's bank account denominated in euro, as indicated below:

Name of the bank: BANCO DE ESPANA

Address of branch: 50, CALLE ALCALA – 28014 MADRID -ESPANA

Precise denomination of the account holder: TESORO PUBLICO APORTACIONES DE LA UE

Full account number (including bank codes):

IBAN account code:

Any change of bank account or sub-account shall be communicated in writing to the Commission.

**ARTICLE 6 – GENERAL ADMINISTRATIVE PROVISIONS**

1. Any communication addressed to the Commission in connection with the present Decision shall be sent to the following address, indicating the number of the Decision:

   European Commission
   Directorate-General for Health and Food Safety
   Directorate Food chain: stakeholder and international relations
   Unit D4 - Food safety programme, emergency funding
   B232 02/35
   B - 1049 Brussels

   For information, an electronic file shall also be sent to the functional box: SANTE-AMR-COORD-PLAN@ec.europa.eu.

2. Any communication from the Commission to the beneficiary for the purposes of this Decision shall be sent to the following address:

   Ministerio de Agricultura, Alimentación y Medio Ambiente
   C/Almagro, 33
   28071 Madrid (Spain)

   represented by

   Subdirector General de Sanidad e
   Higiene Animal y Trazabilidad

   Any change of address by the beneficiary shall be communicated in writing to the Commission.

**ARTICLE 7 – ENTITIES AFFILIATED TO THE BENEFICIARY**

The following entities are considered as affiliated entities to the beneficiary:

1. entities which are part of the Member States' competent authorities, but form separate legal entities. 'Competent authority' means the central authority of a Member State competent for animal health and veterinary issues or any other authority to which that competence has been conferred. A competent authority can also be one at regional level, depending on the governance structure of the Member State.
2. public entities other than a competent authority which have a link with the beneficiary/Member State, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation.

**ARTICLE 8 – ORDER OF PRECEDENCE AND ANNEXES**

The General Conditions and the other annexes to the present Decision constitute an integral part of the present Decision. The terms set out in this Decision shall take precedence over those in the General Conditions. The terms set out in the General Conditions shall take precedence over those in the other annexes.

For the Commission

Matthew Hudson

Acting Director

Done in Brussels, on

**Annexes:**

**I) General conditions for the funding of the coordinated plan for antimicrobial resistance monitoring**

**II) Estimated budget of the action**

**III) Description of the action**

**IV) Request for payment**

**V) Technical report**

**VI) Eligibility rules**

# ANNEX I

# GENERAL CONDITIONS

# FOR THE FUNDING OF

# THE COORDINATED PLAN FOR ANTIMICROBIAL RESISTANCE MONITORING

## FINANCIAL PROVISIONS

## ARTICLE 1 – ELIGIBLE COSTS

### 1.1 Conditions for the eligibility of costs

"Eligible costs" of the action are costs actually incurred by the beneficiary that meet the following criteria:

(a) they are incurred in the period set out in Article 2 of the Grant Decision and paid before the submission of the final report by the Member State;

(b) they are indicated in the estimated budget provided in Annex II of the Grant Decision;

(c) they are incurred in connection with the action as described in Annex III of the Grant Decision and are necessary for its implementation;

(d) 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 with the usual cost accounting practices of the beneficiary;

(e) they comply with the requirements of applicable tax and social legislation; and

(f) they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency.

### 1.2 Eligible direct costs

"Direct costs" of the action are those specific costs that are directly linked to the implementation of the action and can therefore be attributed directly to it. They may not include any indirect cost.

To be eligible, direct costs shall comply with the conditions of eligibility set out in Article 1(1).

### 1.3 Eligible indirect costs

Eligible indirect costs, which are not directly linked to the implementation of the action, shall be declared on the basis of a flat rate of 7% of the total eligible direct costs. They represent an apportionment of the overall overheads of the beneficiary and shall comply with the conditions of eligibility set out in Article 1(1).

### 1.4 Ineligible costs

In addition to any other costs that do not fulfill the conditions set out in Article 1(1), in particular, the following costs shall not be considered eligible:

(a) value added tax;

(b) exchange losses;

(c) costs of transfers from the Commission charged by the bank of a beneficiary;

(d) costs declared by the beneficiary in the framework of another action receiving a grant

financed from the Union budget (including grants awarded by a Member State and financed from the Union budget and grants awarded by other bodies than the Commission for the purpose of implementing the Union budget); indirect costs shall not be eligible under a grant for an action awarded to the beneficiary when it already receives an operating grant financed from the Union budget during the period in question;

(e) excessive or reckless expenditure;

(f) value-added tax.

## ARTICLE 2 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED

### 2.1 Reimbursement of actual costs

Where the grant takes the form of the reimbursement of actual costs, the beneficiary must declare the costs it actually incurred for the action.

If requested to do so in the context of the checks or audits described in Article 7, the beneficiary must be able to provide adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records, in particular the documents listed below. In addition, the beneficiary's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements as well as with the amounts indicated in the supporting documents.

### 2.2 Reimbursement of pre-determined flat-rate costs

Where the grant takes the form of the reimbursement of flat-rate costs, the beneficiary must declare as eligible costs the amount obtained by applying the flat rate of 7%.

If requested to do so in the context of the checks or audits described in Article 7, the beneficiary must be able to provide adequate supporting documents to prove the eligible costs to which the flat rate applies. However, the beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, for the flat rate applied.

## ARTICLE 3 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARY

Costs incurred by affiliated entities are eligible, provided they satisfy the same conditions under Articles 1 and 2 as apply to the beneficiary, and that the beneficiary ensures that the conditions applicable to it under Articles 8, 11, 13 and 14 are also applicable to the entities.

## ARTICLE 4 – TECHNICAL AND FINANCIAL REPORTING – REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS

### 4.1 Request for payment of the balance and supporting documents

The beneficiary shall submit a request for payment of the balance within 6 months following the closing date of the action specified in Article 2 of the Grant Decision.

The request shall be accompanied by:

(a) a technical report, which must contain the information needed to justify the eligible costs declared and must be drawn up in accordance with Annex V of the Grant Decision.

(b) a request for payment, with the detailed information on the costs made and paid for the different categories of eligible expenditure by the beneficiary, must be drawn up in accordance with the structure of the estimated budget set out in Annex II and with Annex IV of the Grant Decision.

The beneficiary shall certify that the information provided in the request for payment of the balance is full, reliable and true. It shall also certify that the costs incurred can be considered eligible in accordance with the Grant Decision and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks, audits or evaluations described in Article 8. In addition, it shall certify that all the receipts referred to in Article 6(3)(2) have been declared.

### 4.2 Non-submission of documents

Where the beneficiary has failed to submit a request for payment of the balance accompanied by the documents referred to above within 6 months following the closing date of the action and where the beneficiary still fails to submit such a request within 60 days following a written reminder sent by the Commission, the Commission reserves the right to terminate the grant in accordance with Article 19(2) (a), with the effects described in the second and the third subparagraphs of Article 19(4).

### 4.3 Currency for requests for payment and financial statements and conversion into Euro

Requests for payment and financial statements shall be drafted in euro.

Where the estimated cost or the expenditure of a Member State is in a currency other than the euro, the Member State concerned shall convert it into euro by applying the most recent exchange rate set by the European Central Bank prior to the first day of the month in which the payment request is submitted by the Member State.

### 4.4 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements shall be submitted in English.

## ARTICLE 5 – PAYMENTS AND PAYMENT ARRANGEMENTS

### 5.1 Pre-financing

Without prejudice to Article 5(4), the Commission shall pay the pre-financing to the beneficiary within 30 days of the receipt of the request from the Member State.

### 5.2 Payment of the balance

The payment of the balance, which may not be repeated, is intended to reimburse or cover after the end of the period set out in Article 2 of the Grant Decision the remaining part of the eligible costs incurred by the beneficiary for its implementation. Where the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article 6, the payment of the balance may take the form of a recovery as provided for by Article 7.

Without prejudice to Articles 6(3) and 6(4), on receipt of the documents referred to in Article 4(1), the Commission shall pay the amount due as the balance within 90 days.

This amount shall be determined following approval of the request for payment of the balance and of the accompanying documents and in accordance with the fourth subparagraph. Approval of the request for payment of the balance and of the accompanying documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

The amount due as the balance shall be determined by deducting, from the final amount of the grant determined in accordance with Article 6, the total amount of pre-financing payments already made.

### 5.3 Suspension of the time limit for payment

The Commission may suspend the time limit for payment specified in article 4(2) of the Grant Decision at any time by notifying the beneficiary in writing that its request for payment cannot be met, either because it does not comply with the provisions of the Grant Decision, or because the appropriate supporting documents have not been produced, or because there is doubt about the eligibility of the costs declared in the financial statement.

The beneficiary shall be notified as soon as possible of any such suspension, together with the reasons thereof.

Suspension shall take effect on the date when notification is sent by the Commission. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension exceeds two months, the beneficiary may request a decision by the Commission on whether the suspension is to be continued.
Where the time limit for payment has been suspended following the rejection of the technical report or financial statements provided for by Article 4 and the new report or statement submitted is also rejected, the Commission reserves the right to terminate the grant in accordance with Article 19(2) with the effects described in Article 19(4).

### 5.4 Suspension of payments

The Commission may, at any time during the implementation of the Grant Decision, suspend the pre-financing payment or payment of the balance:

(a) if the Commission has evidence that the beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the grant, or if the beneficiary fails to comply with its obligations under the Grant Decision;

(b) if the Commission has evidence that the beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or by the European Atomic Energy Community which were awarded to the beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant; or

(c) if the Commission suspects substantial errors, irregularities, fraud or breach of obligations committed by the beneficiary in the award procedure or in the implementation of the Grant Decision and needs to verify whether they have actually occurred.

Before suspending payments, the Commission shall inform in writing the beneficiary of its intention to suspend payments, specifying the reasons thereof and, in the cases referred to in points (a) and (b) of the first subparagraph, the necessary conditions for resuming payments. The beneficiary shall be invited to make any observations within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the beneficiary, the Commission decides to stop the procedure of payment suspension, the Commission shall inform in writing the beneficiary thereof.
If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Commission decides to pursue the procedure of payment suspension, it may suspend payments by inform in writing the beneficiary, specifying the reasons for the suspension and, in the cases referred to in points (a) and (b) of the first subparagraph, the definitive conditions for resuming payments or, in the case referred to in point (c) of the first subparagraph, the indicative date of completion of the necessary verification.

The suspension of payments shall take effect on the date when the notification is sent by the Commission.

In order to resume payments, the beneficiary shall endeavour to meet the notified conditions as soon as possible and shall inform the Commission of any progress made in this respect.

The Commission shall, as soon as it considers that the conditions for resuming payments have been met or the necessary verification, including on-the-spot checks, has been carried out, inform in writing the beneficiary thereof.
During the period of suspension of payments, the beneficiary is not entitled to submit any requests for payments and supporting documents referred to in Article 4.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments.

### 5.5 Notification of amounts due

The Commission shall inform in writing the amount due. In the case of payment of the balance, it shall also notify the beneficiary in writing of the final amount determined in accordance with Article 6.

### 5.6 Currency for payments

Payments by the Commission shall be made in euro.

### 5.7 Costs of payment transfers

Costs of the payment transfers shall be borne in the following way:

(a) costs of transfer charged by the bank of the Commission shall be borne by the Commission;

(b) costs of transfer charged by the bank of the beneficiary shall be borne by the beneficiary;

(c) all costs of repeated transfers caused by one of the parties shall be borne by the party which caused the repetition of the transfer.

## ARTICLE 6 – DETERMINING THE FINAL AMOUNT OF THE GRANT

### 6.1 Calculation of the final amount

Without prejudice to Articles 6(2), 6(3) and 6(4), the final amount of the grant shall be determined by application of the reimbursement rate specified in Article 3 of the Grant Decision to the eligible costs of the action approved by the Commission for the corresponding categories of costs.

### 6.2 Maximum amount

The total amount paid to the beneficiary by the Commission may in no circumstances exceed the maximum amount specified in Article 3 of the Grant Decision.
Where the amount determined in accordance with Article 6(1) exceeds this maximum amount, the final amount of the grant shall be limited to the maximum amount specified in Article 3 of the Grant Decision.

### 6.3 No-profit rule and taking into account of receipts

**6.3.1** The grant may not produce a profit for the beneficiary, unless specified otherwise in the Grant Decision. "Profit" shall mean a surplus of the receipts over the eligible costs of the action.

**6.3.2** The receipts to be taken into account are the receipts established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the beneficiary.

**6.3.3** The eligible costs to be taken into account are the eligible costs approved by the Commission for the categories of costs reimbursed in accordance with Article 3 of the Grant Decision.

**6.3.4** Where the final amount of the grant determined in accordance with Articles 6(1) and 6(2) would result in a profit for the beneficiary, the profit shall be deducted in proportion to the final rate of reimbursement of the actual eligible costs of the action approved by the Commission for the categories of costs referred to in Article 3 of the Grant Decision. This final rate shall be calculated on the basis of the final amount of the grant in the form of the reimbursement of actual costs, as determined in accordance with Articles 6(1) and 6(2).

### 6.4 Reduction for poor, partial or late implementation

If the action is not implemented or is implemented poorly, partially or late, the Commission may reduce the grant initially provided for, in line with the actual implementation of the action according to the terms laid down in the Grant Decision.

## ARTICLE 7 – RECOVERY

### 7.1 Financial responsibility

Where an amount is to be recovered under the terms of the Grant Decision, the beneficiary shall repay the Commission the amount in question.

### 7.2 Recovery procedure

Before recovery, the Commission shall inform in writing the beneficiary of its intention to recover the amount unduly paid, specifying the amount due and the reasons for recovery and inviting the beneficiary to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Commission decides to pursue the recovery procedure, the Commission may confirm recovery by inform in writing to the beneficiary a debit note ("debit note"), specifying the terms and the date for payment.

If payment has not been made by the date specified in the debit note, the Commission shall recover the amount due:

(a) by offsetting it against any amounts owed to the beneficiary by the Union or the European Atomic Energy Community (Euratom) ("offsetting"); in exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Commission may recover by offsetting before the due date; the beneficiary's prior consent shall not be required; an action may be brought against such offsetting before the General Court of the European Union pursuant to Article 263 TFEU;

(b) by taking legal action in accordance with Article 20(2).

### 7.3 Bank charges

Bank charges incurred in connection with the recovery of the sums owed to the Commission shall be borne by the beneficiary except where Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC applies.

## ARTICLE 8 – CHECKS, AUDITS AND EVALUATION

### 8.1 Technical and financial checks or audits

The Commission may carry out technical and financial checks and audits in relation to the use of the grant.

Information and documents provided in the framework of checks or audits shall be treated on a confidential basis.

In addition, the Commission may carry out interim or final evaluation of the impact of the action measured against the objective of the Union programme concerned.

Checks or audits made by the Commission may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks, audits or evaluations may be initiated during the implementation of the Grant Decision and for a period of five years starting from the date of payment of the balance. This period shall be limited to three years if the maximum amount specified in the Grant Decision is not more than EUR 60 000.

The check or audit procedure shall be deemed to be initiated on the date of receipt of the letter of the Commission announcing it.

### 8.2 Duty to keep documents

The beneficiary shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by its national law and under the conditions laid down therein, for a period of five years starting from the date of payment of the balance.

This period shall be limited to three years if the maximum amount specified in the article 3 of the Grant Decision is not more than EUR 60 000.

The periods set out in the first and second subparagraphs shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case referred to in Article 8(6). In such cases, the beneficiary shall keep the documents until such audits, appeals, litigation or pursuits of claims are closed.

### 8.3 Obligation to provide information and on-the-spot visits

The beneficiary shall provide any information, including information in electronic format, requested by the Commission, or by any other outside body authorised by it, in the context of checks, audits and evaluations as referred to in Article 8(1).

During an on-the-spot visit, the beneficiary shall allow Commission staff and outside personnel authorised by the Commission to have access to the sites and premises where the action is or was carried out, and to all the necessary information, including information in electronic format.

It shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

In case the beneficiary does not comply with the obligation set out in the first subparagraph or refuses to provide access to the sites, premises and information in accordance with the second and third subparagraphs, the Commission may consider:

(a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;

(b) any flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

### 8.4 Contradictory audit procedure

On the basis of the findings made during the audit, a provisional report (“draft audit report”) shall be drawn up. It shall be sent by the Commission or its authorised representative to the beneficiary, which shall have 30 days from the date of receipt to submit observations. The final report (“final audit report”) shall be sent to the beneficiary within 60 days of expiry of the time limit for submission of observations.

### 8.5 Effects of audit findings

On the basis of the final audit findings, the Commission may take the measures which it considers necessary, including recovery of all or part of the payments made by it, in accordance with Article 7.
In the case of final audit findings made after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article 5, and the total amount paid to the beneficiary according to the Grant Decision for the implementation of the action.

### 8.6 Correction of systemic or recurrent errors, irregularities, fraud or breach of obligations

**8.6.1 The Commission may take all measures which it considers necessary, including recovery of all or part of the payments made by it according to the Grant Decision, in accordance with Article 7, where the following conditions are fulfilled:**

(a) the beneficiary is found, on the basis of an audit of other grants awarded to it under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant; and

(b) the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations is received by the beneficiary within the period referred to in Article 8(1).

**8.6.2 The Commission shall determine the amount to be corrected under the Grant Decision:**

(a) wherever possible and practicable, on the basis of costs unduly declared as eligible in implementation of the Grant Decision.

(b) where it is not possible or practicable to quantify precisely the amount of ineligible costs under the Grant Decision, by extrapolating the correction rate applied to the eligible costs for the grants for which the systemic or recurrent errors or irregularities have been found.

(c) where ineligible costs cannot serve as a basis for determining the amount to be corrected, by applying a flat rate correction to the maximum amount of the grant specified in Article 3 of the Grant Decision or part thereof, having regard to the principle of proportionality.

For the purpose of (a), the beneficiary shall revise the financial statement submitted in implementation of the Grant Decision taking account of the findings and resubmit it to the Commission within 60 days from the date of receipt of the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations.

For the purpose of (b) and (c) the Commission shall inform in writing the extrapolation method or flat rate to be applied to the beneficiary, which shall have 60 days from the date of receipt of the notification to submit observations and to propose a duly substantiated alternative method or flat rate.

If the Commission accepts the alternative method or flat rate proposed by the beneficiary, it shall inform in writing the beneficiary thereof and determine the revised eligible costs by applying the

accepted alternative method or correct the grant amount by applying the accepted alternative flat rate.

If no observations have been submitted or if the Commission does not accept the observations or the alternative method or flat rate proposed by the beneficiary, the Commission shall inform in writing the beneficiary thereof and determine the revised eligible costs by applying the extrapolation method initially notified to the beneficiary or correct the grant amount by applying the flat rate initially notified to the beneficiary.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the total amount paid to the beneficiary under the Grant Decision for the implementation of the action and

for the purpose of (a) the revised final amount of the grant, determined in accordance with Article 5 on the basis of the revised eligible costs declared by the beneficiary and approved by the Commission,

for the purpose of (b) the revised final amount of the grant, determined in accordance with Article 5 on the basis of the revised eligible costs after extrapolation,

for the purpose of (c) the revised final amount of the grant after flat-rate correction.

### 8.7 Checks and inspections by OLAF

The European Anti-Fraud Office (OLAF) shall have the same rights as the Commission, notably right of access, for the purpose of checks and investigations.

By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council[4], OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities.

Where appropriate, OLAF findings may lead to recovery by the Commission.

### 8.8 Checks and audits by the European Court of Auditors

The European Court of Auditors shall have the same rights as the Commission, notably right of access, for the purpose of checks and audits.

[4] Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.9.2013, p. 1).

## LEGAL AND ADMINISTRATIVE PROVISIONS

## ARTICLE 9 – GENERAL OBLIGATIONS OF THE BENEFICIARY

The beneficiary shall:

(a) be responsible for carrying out the action in accordance with the terms and conditions of the Grant Decision;

(b) be responsible for complying with any legal obligations incumbent on it;

(c) inform the Commission immediately of any change likely to affect or delay the implementation of the action of which the beneficiary is aware

## ARTICLE 10 – COMMUNICATIONS BETWEEN THE COMMISSION AND THE BENEFICIARY

### 10.1 Form and means of communications

Any communication relating to the Grant Decision or to its implementation shall be made in writing (in paper or electronic form), shall bear the number of the Grant Decision and shall be made using the communication details identified in Article 6 of the Grant Decision.

Electronic communications shall be confirmed by an original signed paper version of that communication if requested by the Commission or the beneficiary provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

Formal notifications shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

### 10.2 Date of communications

Any communication is deemed to have been made when it is received by the addressee, unless the Grant Decision refers to the date when the communication was sent.

Electronic communication is deemed to have been received by the addressee on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in Article 6 of the Grant Decision. Dispatch shall be deemed unsuccessful if the sender receives a message of non-delivery. In this case, the sender shall immediately send again such communication to any of the other addresses listed in Article 6 of the Grant Decision. In case of unsuccessful dispatch, the sender shall not be held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Commission using the postal services is considered to have been received by the Commission on the date on which it is registered by the department identified in Article 6(2) of the Grant Decision.

Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the addressee on the date of receipt indicated on the return receipt or equivalent.

## ARTICLE 11 – LIABILITY FOR DAMAGES

The Commission shall not be held liable for any damage caused or sustained by the beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the action.

## ARTICLE 12 – PROCESSING OF PERSONAL DATA BY THE COMMISSION

Any personal data related to the implementation of this Grant Decision shall be processed by the Commission pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 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.

Such data shall be processed by the data controller, Director of General Affairs, from the DG in charge of the implementation of Regulation No 652/2014, solely for the purposes of the implementation, management and monitoring of the implementation of the Grant Decision, without prejudice to possible transmission to the bodies charged with the monitoring or inspection tasks in application of Union law.

## ARTICLE 13 – VISIBILITY OF UNION FUNDING

Unless the Commission requests or agrees otherwise, any communication or publication related to the action, made by the beneficiary, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall indicate that the action has received funding from the Union.

## ARTICLE 14 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION

**14.1** Where the implementation of the action requires the procurement of goods, works or services, the beneficiary shall award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, it shall avoid any conflict of interests.

**14.2** A beneficiary acting in its capacity of a contracting authority within the meaning of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public work contracts, public supply contracts and public service contracts or a contracting entity within the meaning of Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors shall abide by the applicable national public procurement rules.

**14.3** The beneficiary shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Grant Decision.

**14.4** The beneficiary shall ensure that the conditions applicable to it under Articles 8 and 11 are also applicable to the contractor.

## ARTICLE 15 – COMPENSATION TO OWNERS

**15.1** Where the implementation of the action requires compensating owners, the beneficiary shall give such compensation in accordance with the conditions specified in the submitted action referred to in annex III which shall at least contain the rules for determining the exact amount of the individual compensation.

**15.2** The Union compensation to owners will be limited to the following:

(a) The value of their animals slaughtered or culled, limited to the market value of such animals if they had not been affected by the disease;

(b) The value of their destroyed products of animal origin, limited to the market value of those products immediately before any suspicion of the disease arose or was confirmed.

**15.3** The beneficiary shall ensure that the conditions applicable to it under Articles 8 and 11 are also applicable to owners receiving compensation.

## ARTICLE 16 – AMENDMENTS TO THE GRANT DECISION

**16.1** Any amendment to the Grant Decision shall be made by means of a modifying Decision.

**16.2** An amendment may not have the purpose or the effect of making changes to the Grant Decision which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

**16.3** Any request for amendment shall be duly justified and shall be sent to the Commission in due time before it is due to take effect, and in any case one month before the end of the period set out in Article 2 of the Grant Decision, except in cases duly substantiated by the beneficiary and accepted by the Commission .

**16.4** Amendments shall enter into force on the date of notification of the modifying Decision.

Amendments shall take effect on the date indicated in the modifying Decision or, in the absence of such a date, on the date of the notification of the said modifying Decision.

## ARTICLE 17– FORCE MAJEURE

**17.1** "*Force majeure*" shall mean any unforeseeable exceptional situation or event beyond the Commission's and/or the beneficiary's control, which prevents either of them from fulfilling any of their obligations under the Grant Decision, which was not attributable to error or negligence on their part or on the part of subcontractors or third parties involved in the implementation and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as *force majeure.*

**17.2** The beneficiary faced with *force majeure* shall inform in writing the Commission without delay, stating the nature, likely duration and foreseeable effects.

**17.3** The beneficiary shall take the necessary measures to limit any damage due to force majeure. The beneficiary shall do its best to resume the implementation of the action as soon as possible.

**17.4** The beneficiary faced with *force majeure* shall not be held to be in breach of its obligations under the Grant Decision if it has been prevented from fulfilling them by *force majeure.*

## ARTICLE 18 – SUSPENSION OF THE IMPLEMENTATION OF THE ACTION

**18.1** Suspension of the implementation by the beneficiary

The beneficiary may suspend the implementation of the action or any part thereof if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*. The beneficiary shall inform the Commission without delay, giving all the necessary reasons and details and the foreseeable date of resumption.
Unless the Grant Decision is terminated in accordance with Article 19(1) or points (a) or (b) of Article 19(2), the beneficiary shall, once the circumstances allow resuming the implementation of the action, inform the Commission immediately and present a request for amendment of the Grant Decision as provided for in Article 18(3).

**18.2** Suspension of the implementation by the Commission

**18.2.1** The Commission may suspend the implementation of the action or any part thereof:

(a) if the Commission has evidence that the beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Grant Decision or if the beneficiary fails to comply with its obligations under the Grant Decision;

(b) if the Commission has evidence that the beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to the beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant; or

(c) if the Commission suspects substantial errors, irregularities, fraud or breach of obligations committed by the beneficiary in the award procedure or in the implementation of the Grant Decision and needs to verify whether they have actually occurred.

**18.2.2** Before suspending the implementation the Commission shall inform in writing the beneficiary of its intention to suspend, specifying the reasons thereof, and, in the cases referred to in points (a) and (b) of Article 18(2)(1), the necessary conditions for resuming the implementation. The beneficiary shall be invited to submit observations within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the beneficiary, the Commission decides to stop the suspension procedure, it shall inform in writing the beneficiary thereof.

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Commission decides to pursue the suspension procedure, it may suspend the implementation by informing in writing the beneficiary thereof, specifying the reasons for the suspension and, in the cases referred to in points (a) and (b) of Article 18(2)(1), the definitive conditions for resuming the implementation or, in the case referred to in point (c) of Article 18(2)(1), the indicative date of completion of the necessary verification.

The suspension shall take effect on the day of the receipt of the notification by the beneficiary or on a later date, where the notification so provides.

In order to resume the implementation, the beneficiary shall endeavour to meet the notified conditions as soon as possible and shall inform the Commission of any progress made in this

respect.
Unless the Grant Decision is terminated in accordance with Article 19(1) or points (a), (d) or (e) of Article 19(2), the Commission shall, as soon as it considers that the conditions for resuming the implementation have been met or the necessary verification, including on-the-spot checks, has been carried out, inform in writing the beneficiary thereof and invite the beneficiary to present a request for amendment of the Grant Decision as provided for in Article 18(3).

### 18.3 Effects of the suspension

If the implementation of the action can be resumed and the Grant Decision is not terminated, an amendment to the Grant Decision shall be made in accordance with Article 16 in order to establish the date on which the action shall be resumed, to extend the duration of the action and to make any other modifications that may be necessary to adapt the action to the new implementing conditions.

The suspension is deemed lifted as from the date of resumption of the action agreed during the amendment procedure referred to in the first subparagraph. Such a date may be before the date on which the amendment enters into force.

Any costs incurred by the beneficiary, during the period of suspension, for the implementation of the suspended action or the suspended part thereof, shall not be reimbursed or covered by the grant.
The right of the Commission to suspend the implementation is without prejudice to its right to terminate the Grant Decision in accordance with Article 19(2) and its right to reduce the grant or recover amounts unduly paid in accordance with Articles 6(4) and 7.

Neither the Commission nor the beneficiary shall be entitled to claim compensation on account of a suspension by the other party.

## ARTICLE 19 – TERMINATION OF THE GRANT DECISION

### 19.1 Termination of the Grant Decision at the initiative of the beneficiary

In duly justified cases the beneficiary may renounce the grant by informing in writing the Commission thereof, stating clearly the reasons and specifying the date on which the renunciation shall take effect. The notification shall be received before the renunciation is due to take effect.

### 19.2 Termination of the Grant Decision by the Commission

The Commission may decide to terminate the Grant Decision in the following circumstances:

(a) if the beneficiary does not implement the action as specified in Annex III of the Grant Decision, or fails to comply with another substantial obligation incumbent on it under the terms of the Grant Decision;

(b) in the event of *force majeure*, notified in accordance with Article 17, or in the event of suspension by the beneficiary as a result of exceptional circumstances, notified in accordance with Article 18, where resuming the implementation is impossible or where

the necessary modifications to the Grant Decision would call into question the decision awarding the grant or would result in unequal treatment of applicants;

(c) if the Commission has evidence that any related person to the beneficiary, as defined in the second subparagraph, have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;

(d) if the Commission has evidence that the beneficiary or any related person, as defined in the second subparagraph, have committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Grant Decision, including in the event of submission of false information or failure to submit required information in order to obtain the grant provided for in the Grant Decision; or

(e) if the Commission has evidence that the beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to the beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant.

For the purposes of points (c) and (d) "any related person" shall mean any natural person who has the power to represent the beneficiary or to take decisions on its behalf.

### 19.3 Procedure to termination of the Grant Decision by the Commission

Before terminating the Grant Decision, the Commission shall inform in writing the beneficiary of its intention to terminate, specifying the reasons thereof and inviting the beneficiary, within 45 calendar days from receipt of the notification, to submit observations and, in the case of point Article 19(2) (a), to inform the Commission about the measures taken to ensure that it continues to fulfil its obligations under the Grant Decision.

If, after examination of the observations submitted by the beneficiary, the Commission decides to stop the termination procedure, it shall inform in writing the beneficiary thereof.

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Commission decides to pursue the termination procedure, it may terminate the Grant Decision by informing in writing the beneficiary thereof, specifying the reasons for the termination.
In the case referred to in point (a) of Article 19(2), the written notification shall specify the date on which the termination takes effect. In the cases referred to in points (b), (c), (d) and (e) of Article 19(2), the termination shall take effect on the day following the date on which the written notification was received by the beneficiary.

### 19.4 Effects of termination

Where the Grant Decision is terminated, payments by the Commission shall be limited to the amount determined on the basis of the eligible costs incurred by the beneficiary and the actual level of implementation of the action on the date when the termination takes effect. Costs relating to current commitments, which are not due for execution until after the termination, shall not be taken into account. The beneficiary shall have 60 days from the date when the termination of the Grant Decision takes effect, as provided for in Article 19(1) and 19(3), to produce a

request for payment of the balance in accordance with Article 4(1). If no request for payment of the balance is received within this time limit, the Commission shall not reimburse or cover any costs which are not included in a financial statement approved by it or which are not justified in a technical report approved by it. In accordance with Article 7, the Commission shall recover any amount already paid, if its use is not substantiated by the technical reports and, where applicable, by the financial statements approved by the Commission.
Where the Commission, in accordance with point (a) of Article 19(2), is terminating the Grant Decision on the grounds that the beneficiary has failed to produce the request for payment and, after a reminder, has still not complied with this obligation within the deadline set out in Article 4(2), the first subparagraph shall apply, subject to the following:

(a) there shall be no additional time period from the date when the termination of the Grant Decision takes effect for the beneficiary to produce a request for payment of the balance in accordance with Article 4(1); and

(b) the Commission shall not reimburse or cover any costs incurred by the beneficiary up to the date of termination or up to the end of the period set out in Article 2 of the Gant Decision, whichever is the earlier, which are not included in a financial statement approved by it or which are not justified in a technical report approved by it.

In addition to the first and second subparagraphs, where the Commission considers that the reasons exposed cannot justify the renunciation in accordance with Article 19(1), or where the Grant Decision is terminated by the Commission on the grounds set out in points (a), (c) and (d) of Article 19(2), the Commission may also reduce the grant or recover amounts unduly paid in accordance with Article 6(4) and 7, in proportion to the gravity of the failings in question and after allowing the beneficiary to submit its observations.

Neither party shall be entitled to claim compensation on account of a termination by the other party

## ARTICLE 20 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

**20.1** The Grant Decision is governed by the applicable Union law complemented, where necessary, by the law of Belgium.

**20.2** Pursuant to Article 272 of the Treaty on the Functioning of the European Union, the General Court or, on appeal, the Court of Justice of the European Union shall have sole jurisdiction to hear any dispute between the Union and the beneficiary concerning the interpretation, application or validity of this Grant Decision, if such dispute cannot be settled amicably.

## ANNEX II

## ESTIMATED BUDGET

**Grant Decision: SI2.825066**

**Member State: SPAIN**

**Reporting period for AST *Salmonella*/*E. coli* (table 1): 01/01/2020 - 28/02/2021**

**Reporting period for AST Characterisation/Classification of resistant *Salmonella*/*E. coli* isolates (table 4): 01/01/2020 - 28/02/2021**

**Reporting period for AST (table 2) *Campylobacter* (C. *jejuni*): 01/01/2020 - 28/02/2021**

**Reference: Commission Implementing Decision No 2013/652/EU**

**AMR MONITORING 2020 - ANNEX II – ESTIMATED BUDGET OF THE ACTION - SPAIN**

| **NUMBER OF SAMPLES/ANALYSIS & MAXIMUM REIMBURSEMENT (EUR)** | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Type of intervention** | **(A) Caecal sampling** | **(B) Sampling at retail level (meat samples)** | **(C) Commensal *E. coli* isolation from caecal samples** | **(D) AST (table 1) *Salmonella/ E. coli*** | **(E) AST (table 4) Charact./classif.of resistant isolate** | **(F) *Campylobacter* isolation from caecal samples (C. *jejuni)*** | **(G) AST (table 2) *Campylobacter (C. jejuni)*** |
| **Number of samples/analysis** | 1700 | 300 | 400 | 1800 | 800 | 1700 | 340 |
| **Maximum reimbursement (EUR)** | 8,560 | 2,389 | 1,780 | 27,000 | 13,864 | 14,535 | 5,100 |
| **Type of intervention** | **(H) *Salmonella* serotyping** | **(I) Isolation ESBL/AmpC-producing *E. coli* from caecal samples** | **(J) Isolation ESBL/AmpC-producing *E. coli* from meat samples** | **(K) Verification, identification and storage of isolates of ESBL/AmpC-producing *E. coli* from caecal and meat samples** | **(L) Isolation CP-producing *E. coli* from caecal samples** | **(M) Isolation CP-producing *E. coli* from meat samples** | **(N) Verification, identification and storage of isolates of CP-producing *E. coli* from caecal and meat samples** |
| **Number of samples/analysis** | 600 | 600 | 300 | 800 | 600 | 300 | 5 |
| **Maximum reimbursement (EUR)** | 13,200 | 3,344 | | 14,800 | 3,267 | | 31 |
| **Total** | EUR 107,870 | | | | | | |
| **Overheads included (7%)** | **EUR 115,421** | | | | | | |

**ANNEX III**
**DESCRIPTION OF THE ACTION**

- Commission Implementing Decision of 12 November 2013

On the monitoring and reporting of antimicrobial resistance

in zoonotic and commensal bacteria

(published in the EU Official Journal L 303 of 14.11.2013, page 26)

- Laboratory Protocol: Isolation of ESBL-, AmpC- and carbapenemase-producing *E. coli* from

caecal samples

(Document available at the following address: http://eurl-ar.eu/233-protocols.htm)

- Laboratory Protocol: Isolation of ESBL-, AmpC- and carbapenemase-producing *E. coli* from

fresh meat

(Document available at the following address: http://eurl-ar.eu/233-protocols.htm)

| ANNEX IV | | | |
|---|---|---|---|
| **AMR 2020 MONITORING - TEMPLATE FOR FINANCIAL REPORTS** | | | |
| Reporting period: 01/01/2020 - 31/12/2020 | | | |
| Reporting period for AST *Salmonella/E. coli* (table 1): 01/01/2020 - 28/02/2021 | | | |
| Reporting period for AST Characterisation/Classification of resistant *Salmonella/E. coli* isolates (table 4) : 01/01/2020 - 28/02/2021 | | | |
| Reporting period for AST (table 2) *Camyplobacter (C. jejuni)* : 01/01/2020 - 28/02/2021 | | | |
| Member State: …… | | | |
| Grant Decision Number SI2…….. | | | |
| Payment request: Final payment | | | |
| If any, exchange rate applied…….. | | | |

| **Sampling costs (total effective eligible costs)** | | | |
|---|---|---|---|
| (A) Caecal sampling | | | |
| Staff category | Number of working hours | Rate (EUR per hour) | Total (EUR) |
| … | | | |
| … | | | |
| | | | |
| Consumables (description) | Quantity | Unit cost (EUR) | Total (EUR) |
| … | | | |
| … | | | |
| | | **Total (EUR) (overheads non included)** | |
| TOTAL Nr of samples: | | **Unit cost per sample (EUR) (overheads non included)** | |
| | | **Total (EUR) (7% overheads included)** | |
| (B) Sampling at retail level (meat samples) | | | |
| Staff category | Number of working hours | Rate (EUR per hour) | Total (EUR) |
| … | | | |
| … | | | |
| | | | |
| Consumables (description) | Quantity | Unit cost (EUR) | Total (EUR) |
| … | | | |
| … | | | |
| | | **Total (EUR) (overheads non included)** | |
| TOTAL Nr of samples: | | **Unit cost per sample (EUR) (overheads non included)** | |
| | | **Total (EUR) (7% overheads included)** | |
| **Laboratory costs (total effective eligible costs)** | | | |
| (C) Commensal *E. coli* isolation (including identification) from caecal samples | | | |
| Staff category | Number of working hours | Rate (EUR per hour) | Total (EUR) |
| … | | | |
| … | | | |
| | | | |
| Consumables (description) | Quantity | Unit cost (EUR) | Total (EUR) |
| … | | | |
| … | | | |
| | | **Total (EUR) (overheads non included)** | |
| TOTAL Nr of tests: | | **Unit cost per analysis (EUR) (overheads non included)** | |
| | | **Total (EUR) (7% overheads included)** | |
| (D) Antimicrobial susceptibility testing (AST) according to table 1 in Decision 2013/652/EU) of each *Salmonella* or *E. coli* isolate | | | |
| Staff category | Number of working hours | Rate (EUR per hour) | Total (EUR) |
| … | | | |
| … | | | |
| | | | |
| Consumables (description) | Quantity | Unit cost (EUR) | Total (EUR) |
| … | | | |
| … | | | |
| | | **Total (EUR) (overheads non included)** | |
| TOTAL Nr of tests: | | **Unit cost per analysis (EUR) (overheads non included)** | |
| | | **Total (EUR) (7% overheads included)** | |

| (E) Characterisation and classification (Antimicrobial susceptibility testing AST) according to table 4 of Commission Implementing Decision 2013/652/EU of *Salmonella* and *E. coli* isolates showing resistance to 3rd generation cepahlosporines or meropenen when tested according to table 1 of Commission Implementing Decision 2013/652/EU | | | |
|---|---|---|---|
| Staff category | Number of working hours | Rate (EUR per hour) | Total (EUR) |
| … | | | |
| … | | | |
| | | | |
| Consumables (description) | Quantity | Unit cost (EUR) | Total (EUR) |
| … | | | |
| … | | | |
| | | **Total (EUR) (overheads non included)** | |
| TOTAL Nr of tests: | | **Unit cost per analysis (EUR) (overheads non included)** | |
| | | **Total (EUR) (7% overheads included)** | |

| (F) *Campylobacter* (*C. jejuni*) isolation from caecal samples (including identification) | | | |
|---|---|---|---|
| Staff category | Number of working hours | Rate (EUR per hour) | Total (EUR) |
| … | | | |
| … | | | |
| | | | |
| Consumables (description) | Quantity | Unit cost (EUR) | Total (EUR) |
| … | | | |
| … | | | |
| | | **Total (EUR) (overheads non included)** | |
| TOTAL Nr of tests: | | **Unit cost per analysis (EUR) (overheads non included)** | |
| | | **Total (EUR) (7% overheads included)** | |

| (G) AST (table 2) *Campylobacter* (*C. jejuni*) | | | |
|---|---|---|---|
| Staff category | Number of working hours | Rate (EUR per hour) | Total (EUR) |
| … | | | |
| … | | | |
| | | | |
| Consumables (description) | Quantity | Unit cost (EUR) | Total (EUR) |
| … | | | |
| … | | | |
| | | **Total (EUR) (overheads non included)** | |
| TOTAL Nr of tests: | | **Unit cost per analysis (EUR) (overheads non included)** | |
| | | **Total (EUR) (7% overheads included)** | |

| (H) *Salmonella* serotyping | | | |
|---|---|---|---|
| Staff category | Number of working hours | Rate (EUR per hour) | Total (EUR) |
| … | | | |
| … | | | |
| | | | |
| Consumables (description) | Quantity | Unit cost (EUR) | Total (EUR) |
| … | | | |
| … | | | |
| | | **Total (EUR) (overheads non included)** | |
| TOTAL Nr of tests: | | **Unit cost per analysis (EUR) (overheads non included)** | |
| | | **Total (EUR) (7% overheads included)** | |

| (I) & (J) Isolation of ESBL/AmpC-producing *E. coli* from meat and caecal samples according to the EURL for antimicrobial resistance protocol | | | |
|---|---|---|---|
| Staff category | Number of working hours | Rate (EUR per hour) | Total (EUR) |
| … | | | |
| … | | | |
| | | | |
| Consumables (description) | Quantity | Unit cost (EUR) | Total (EUR) |
| … | | | |
| … | | | |
| | | **Total (EUR) (overheads non included)** | |
| TOTAL Nr of tests: | | **Unit cost per analysis (EUR) (overheads non included)** | |
| | | **Total (EUR) (7% overheads included)** | |

| (K) Verification of resistance and identification and storage of ESBL/AmpC-producing *E. coli* isolates from meat and caecal samples according to the EURL for antimicrobial resistance protocol | | | |
|---|---|---|---|
| Staff category | Number of working hours | Rate (EUR per hour) | Total (EUR) |
| … | | | |
| … | | | |
| | | | |
| Consumables (description) | Quantity | Unit cost (EUR) | Total (EUR) |
| … | | | |
| … | | | |
| | | **Total (EUR) (overheads non included)** | |
| TOTAL Nr of tests: | | **Unit cost per analysis (EUR) (overheads non included)** | |
| | | **Total (EUR) (7% overheads included)** | |

| (L) & (M) Selective isolation of carbapenemase-producing *E. coli* isolates from meat and caecal samples according to step 3.1 and 3.2 of the EURL for antimicrobial resistance protocol | | | |
|---|---|---|---|
| Staff category | Number of working hours | Rate (EUR per hour) | Total (EUR) |
| … | | | |
| … | | | |
| | | | |
| Consumables (description) | Quantity | Unit cost (EUR) | Total (EUR) |
| … | | | |
| … | | | |
| | | **Total (EUR) (overheads non included)** | |
| TOTAL Nr of tests: | | **Unit cost per analysis (EUR) (overheads non included)** | |
| | | **Total (EUR) (7% overheads included)** | |

| (N) Verification, identification and storage of carbapenemase-producing *E. coli* isolates from meat and caecal samples according to steps 3.3-3.4 of the EURL for antimicrobial resistance protocol | | | |
|---|---|---|---|
| Staff category | Number of working hours | Rate (EUR per hour) | Total (EUR) |
| … | | | |
| … | | | |
| | | | |
| Consumables (description) | Quantity | Unit cost (EUR) | Total (EUR) |
| … | | | |
| … | | | |
| | | **Total (EUR) (overheads non included)** | |
| TOTAL Nr of tests: | | **Unit cost per analysis (EUR) (overheads non included)** | |
| | | **Total (EUR) (7% overheads included)** | |

**AMR 2018 MONITORING - ALTERNATIVE TEMPLATE FOR FINANCIAL REPORTS, WHEN USING PRIVATE LABORATORIES IN ACCORDANCE WITH ARTICLE 4.2 OF COMMISSION DECISION 2013/652/EU**

Reporting period: 01/01/2020 - 31/12/2021

Reporting period for AST *Salmonella/E. coli* (table 1): 01/01/2020 - 28/02/2021

Reporting period for AST Characterisation/Classification of resistant isolates *Salmonella/E. coli* (table 4) : 01/01/2020 - 28/02/2021

Reporting period for AST (table 2) Camyplobacter (C.jejuni) : 01/01/2020 - 28/02/2021

Member State: ……

Grant Decision Number SI2……..

Payment request: Final payment

If any, exchange rate applied……..

| **Sampling costs (total effective eligible costs) - Alternative financial report when using private laboratories in accordance with art.4.2 of Commission Decision 2013/652/EU** | | | |
|---|---|---|---|
| (A) Caecal sampling - Alternative financial report when using private laboratories in accordance with art.4.2 of Commission Decision 2013/652/EU | | | |
| Competent authority that delegates the task: | | | |
| Delegate task: | | | |
| Name of control body to which delegates the task: | | | |
| **Total costs (staff costs and consumables costs) of invoice (EUR) from the laboratory other (overheads non included and VAT non included)** | | | |
| TOTAL Nr of samples: | | | |
| **Unit cost per test (EUR) (overheads non included)** | | | |

| (B) Sampling at retail level (meat samples) - Alternative financial report when using private laboratories in accordance with art.4.2 of Commission Decision 2013/652/EU | | | |
|---|---|---|---|
| Competent authority that delegates the task: | | | |
| Delegate task: | | | |
| Name of control body to which delegates the task: | | | |
| **Total costs (staff costs and consumables costs) of invoice (EUR) from the laboratory other (overheads non included and VAT non included)** | | | |
| TOTAL Nr of samples: | | | |
| **Unit cost per test (EUR) (overheads non included)** | | | |

| (C ) Commensal *E. coli* isolation (including identification) from caecal samples - Alternative financial report when using private laboratories in accordance with art.4.2 of Commission decision 2013/652/EU | |
|---|---|
| Competent authority that delegates the task: | |
| Delegate task: | |
| Name of control body to which delegates the task: | |
| **Total costs (staff costs and consumables costs) of invoice (EUR) from the laboratory other (overheads non included and VAT non included)** | |
| TOTAL Nr of tests: | |
| **Unit cost per test (EUR) (overheads non included)** | |

| (D) Antimicrobial susceptibility testing (AST) according to table 1 in Decision 2013/652/EU) of each *Salmonella* or *E. coli* isolate - Alternative financial report when using private laboratories in accordance with art.4.2 of Commission Decision 2013/652/EU | |
|---|---|
| Competent authority that delegates the task: | |
| Delegate task: | |
| Name of control body to which delegates the task: | |
| **Total costs (staff costs and consumables costs) of invoice (EUR) from the laboratory other (overheads non included and VAT non included)** | |
| TOTAL Nr of tests: | |
| **Unit cost per test (EUR) (overheads non included)** | |

| (E ) Characterisation and classification Antimicrobial susceptibility testing (AST) of resistant isolates - Alternative financial report when using private laboratories in accordance with art.4.2 of Commission Decision 2013/652/EU | |
|---|---|
| Competent authority that delegates the task: | |
| Delegate task: | |
| Name of control body to which delegates the task: | |
| **Total costs (staff costs and consumables costs) of invoice (EUR) from the laboratory other (overheads non included and VAT non included)** | |
| TOTAL Nr of tests: | |
| **Unit cost per test (EUR) (overheads non included)** | |

| (F) *Campylobacter* (*C. jejuni* ) isolation from caecal samples (including identification) - Alternative financial report when using private laboratories in accordance with art.4.2 of Commission Decision 2013/652/EU | |
|---|---|
| Competent authority that delegates the task: | |
| Delegate task: | |
| Name of control body to which delegates the task: | |
| **Total costs (staff costs and consumables costs) of invoice (EUR) from the laboratory other (overheads non included and VAT non included)** | |
| TOTAL Nr of tests: | |
| **Unit cost per test (EUR) (overheads non included)** | |

| (G) AST (table 2) *Campylobacter* (*C. jejuni* ) - Alternative financial report when using private laboratories in accordance with art.4.2 of Commission Decision 2013/652/EU | |
|---|---|
| Competent authority that delegates the task: | |
| Delegate task: | |
| Name of control body to which delegates the task: | |
| **Total costs (staff costs and consumables costs) of invoice (EUR) from the laboratory other (overheads non included and VAT non included)** | |
| TOTAL Nr of tests: | |
| **Unit cost per test (EUR) (overheads non included)** | |

| (H) *Salmonella* serotyping- Alternative financial report when using private laboratories in accordance with art.4.2 of Commission Decision 2013/652/EU | |
|---|---|
| Competent authority that delegates the task: | |
| Delegate task: | |
| Name of control body to which delegates the task: | |
| **Total costs (staff costs and consumables costs) of invoice (EUR) from the laboratory other (overheads non included and VAT non included)** | |
| TOTAL Nr of tests: | |
| **Unit cost per test (EUR) (overheads non included)** | |

| (I) & (J) Isolation of ESBL/AmpC-producing *E. coli* from meat and caecal samples according to the EURL for antimicrobial resistance protocol- Alternative financial report when using private laboratories other in accordance with art.4.2 of Commission Decision 2013/652/EU | |
|---|---|
| Competent authority that delegates the task: | |
| Delegate task: | |
| Name of control body to which delegates the task: | |
| **Total costs (staff costs and consumables costs) of invoice (EUR) from the laboratory other (overheads non included and VAT non included)** | |
| TOTAL Nr of tests: | |
| **Unit cost per test (EUR) (overheads non included)** | |

| (K) Verification of resistance and identification and storage of ESBL/AmpC-producing *E. coli* isolates from meat and caecal samples according to the EURL for antimicrobial resistance protocol - Alternative financial report when using private laboratories other in accordance with art.4.2 of Commission Decision 2013/652/EU | |
|---|---|
| Competent authority that delegates the task: | |
| Delegate task: | |
| Name of control body to which delegates the task: | |
| **Total costs (staff costs and consumables costs) of invoice (EUR) from the laboratory other (overheads non included and VAT non included)** | |
| TOTAL Nr of tests: | |
| **Unit cost per test (EUR) (overheads non included)** | |

| (L) & (M) Selective isolation of carbapenemase-producing *E. coli* isolates from meat and caecal samples according to step 3.1 and 3.2 of the EURL for antimicrobial resistance protocol - Alternative financial report when using private laboratories other in accordance with art.4.2 of Commission Decision 2013/652/EU | | | |
|---|---|---|---|
| Competent authority that delegates the task: | | | |
| Delegate task: | | | |
| Name of control body to which delegates the task: | | | |
| **Total costs (staff costs and consumables costs) of invoice (EUR) from the laboratory other (overheads non included and VAT non included)** | | | |
| TOTAL Nr of tests: | | | |
| **Unit cost per test (EUR) (overheads non included)** | | | |

| (N) Verification, identification and storage of carbapenemase-producing *E. coli* isolates from meat and caecal samples according to steps 3.3-3.4 of the EURL for antimicrobial resistance protocol - Alternative financial report when using private laboratories other in accordance with art.4.2 of Commission Decision 2013/652/EU | | | |
|---|---|---|---|
| Competent authority that delegates the task: | | | |
| Delegate task: | | | |
| Name of control body to which delegates the task: | | | |
| **Total costs (staff costs and consumables costs) of invoice (EUR) from the laboratory other (overheads non included and VAT non included)** | | | |
| TOTAL Nr of tests: | | | |
| **Unit cost per test (EUR) (overheads non included)** | | | |

| Total expenditure for the coordinated control programme (real costs, VAT excluded) (EUR) : | |
|---|---|

Declaration by the beneficiary

We certify that:

(1) the expenditure listed above was incurred in the performance of tasks as described in the Implementing Decision 2013/652/EU and directly related to the implementation of the coordinated control plan for which financial support was granted according to this Grant Decision SI2.....;

(2) the expenditure was actually incurred, paid by the submission date of the current claim, accurately accounted for and eligible under the provisions of this Grant Decision SI2……...;

(3) all supporting documents supporting for the costs are available for audit purposes;

(4) no other contribution from the Union was requested for this coordinated control plan.

**Date:**

**Person responsible:**

**Signature**:

# ANNEX V
# TECHNICAL REPORT

**AMR MONITORING 2020: TECHNICAL REPORT**

**Member State: ESTONIA**
**Reporting period: 01/01/2020 - 31/12/2020**
**Reporting period for AST *Salmonella*/*E. coli* (table 1): 01/01/2020 - 28/02/2021**
**Reporting period for AST Characterisation/Classification of resistant *Salmonella*/*E. coli* isolates (table 4): 01/01/2020 - 28/02/2021**
**Reporting period for AST (table 2) *Campylobacter* (C. *jejuni*): 01/01/2020 - 28/02/2021**
**Reference: Commission Implementing Decision No 2013/652/EU**

| **Type of intervention:** | (A) Caecal samples | (B) Sampling at retail level (meat samples) | (C) Commensal *E. coli* isolation from caecal samples | (D) AST (table 1) *Salmonella/ E. coli* | (E) AST (table 4) Charact./classific.of resistant isolates | (F) *Campylobacter* (C. *jejuni)* isolation from caecal samples | (G) AST (table 2) *Campylobacter (C. jejuni)* | (H) *Salmonella* serotyping | (I) Isolation ESBL/AmpC-producing *E. coli* from caecal samples | (J) Isolation ESBL/AmpC-producing *E. coli* from meat samples | (K) Verification, identification and storage of ESBL/AmpC-producing *E. coli* isolates from meat and caecal samples | (L) Selective isolation of carbapenemase-producing *E. coli* from caecal samples | (M) Selective isolation of carbapenemase-producing *E. coli* isolates from meat samples | (N) Verification, identification and storage of carbapenemase-producing *E. coli* isolates from meat and caecal samples |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Row I:** Maximum number of samples/tests reimbursable, as specified in Annex II of this Grant Decision | 1700 | 300 | 400 | 1800 | 800 | 1700 | 340 | 600 | 600 | 300 | 800 | 600 | 300 | 5 |
| **Row II:** Number of samples/tests carried out for AMR 2018 in accordance with Commission Implementing Decision 2013/652/EU | … | … | … | … | … | … | … | … | … | … | … | … | … | … |
| **If the numbers of samples/tests in row I are substantially different from the numbers in row II, please provide a justification for each discrepancy** | | | | | | | | | | | | | | |

* The identification step is taken into account in intervention C. In the financial report the unit cost should be calculated based on the number of isolations carried out and not on the sum of isolations and identifications carried out. In addition F cannot be greater than A, as the number of isolations carried out cannot be greater than the number of samples collected.

**Name, position: _____**

**Date and signature: _____**

**ANNEX VI**
**ELIGIBILITY RULES**

## 1. Sampling costs

Costs for sampling shall be limited to:

- Staff costs of work for sampling of caecal samples within the slaughterhouse and for sampling at retail for the actual attributable labour (wages, social charges and retirement costs) accrued in implementation of the Implementing Decision 2013/652/EU. To this end, timesheets have to be maintained. Timesheets shall be used to record time spent by employees on the implementation of the action. Employee and line manager shall do Recording and certification on a daily basis at least once a month.

- Consumables based on actual costs incurred by Member States to perform the sampling and only if used specifically in the performance of the sampling at slaughterhouse and retail.

## 2. Laboratory costs

- Staff costs shall be limited to actual attributable labour costs (wages, social charges and retirement costs) accrued in implementation of the Implementing Decision 2013/652/EU. To this end, timesheets have to be maintained. Timesheets shall be used to record time spent by employees on the implementation of the action. Employee and line manager shall do Recording and certification on a daily basis at least once a month.

- Test kits, reagents and consumables shall be based on actual costs incurred by Member States to perform the tests at the laboratory designated by the competent authority and shall only be reimbursed if used specifically in the performance of the following tests:

  (i) Commensal *E. coli* isolation and detection;

  (ii) Antimicrobial susceptibility testing (AST according to table 1 of Commission Implementing Decision 2013/652/EU under Annex III) of each *E. coli* or *Salmonella* isolate;

  (iii) Characterisation and classification (AST according to table 4 of Commission Implementing Decision 2013/652/EU under Annex III) of each *E. coli* or *Salmonella* isolate showing resistance to third-generation cephalosporins and meropenem when tested according to table 1 of Commission Implementing Decision 2013/652/EU under Annex III;

  (iv) *Campylobacter* isolation and identification from caecal samples *(C. jejuni);*

(v) AST of each *Campylobacter* isolate *(C. jejuni);*

(vi) *Salmonella* serotyping;

(vii) Isolation of enzyme (ESBL/AmpC)-producing *E. coli* from caecal and meat/retail and caecal samples according to steps 1.4-1.6 of the protocol for standardisation of the EU Reference Laboratory for antimicrobial resistance under Annex III;

(viii) Verification of resistance, identification and storage of isolates of enzyme (ESBL/AmpC)-producing *E. coli* from meat and caecal samples according to steps 1.7-1.8 of the protocol for standardisation of the EU Reference Laboratory for antimicrobial resistance under Annex III;

(ix) Isolation of carbapenemase-producing *E. coli* from caecal and meat/retail samples according to step 3.1 and 3.2 of the protocol for standardisation of the EU Reference Laboratory for antimicrobial resistance under Annex III;

(x) Verification of resistance, identification and storage of isolates of carbapenemase-producing *E. coli* from meat and caecal samples according to steps 3.3-3.4 of the protocol for standardisation of the EU Reference Laboratory for antimicrobial resistance under Annex III.

## 3. Overheads

A flat rate contribution of 7% calculated on the basis of all direct eligible costs may be claimed.

## 4. Expenditure

The expenditure submitted by the Member States for a financial contribution by the Union shall be expressed in euros (€) and shall exclude value added tax (VAT).

Electronically signed on 30/06/2020 18:26 (UTC+02) in accordance with article 4.2 (Validity of electronic documents) of Commission Decision 2004/563