Interreg IPA Romania – Serbia

Co-funded by the European Union

METHODOLOGY REGARDING MEASURES IN CASE OF NON-COMPLIANCE WITH THE RULES ON BRANDING

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Interreg IPA Romania-Serbia Programme

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Introduction

This methodology describes the main rules and procedures to be applied in case of non-compliance of the actions performed by the beneficiaries of the Interreg IPA Romania-Serbia Programme with the rules on branding.

The methodology is based on the provisions of art 36 from EU Regulation 1059/2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments, stating that:

"*Each partner of an Interreg operation or each body implementing a financing instrument shall acknowledge support from an Interreg fund, including resources reused for financial instruments in accordance with Article 62 of Regulation (EU) 2021/1060, to the Interreg operation by:*

(a) providing on the partner's official website or social media sites, where such sites exist, a short description of the Interreg operation, proportionate to the level of support provided by an Interreg fund, including its aims and results, and highlighting the financial support from the Interreg fund;

(b) providing a statement highlighting the support from an Interreg fund in a visible manner on documents and communication material relating to the implementation of the Interreg operation, intended for the general public or for participants;

(c) displaying durable plaques or billboards clearly visible to the public, presenting the emblem of the Union in accordance with the technical characteristics laid down in Annex IX of Regulation (EU) 2021/1060, as soon as the physical implementation of an Interreg operation involving physical investment or the purchase of equipment starts or purchased equipment is installed, with regard to operations supported by an Interreg fund, the total cost of which exceeds EUR 100 000;

(d) for Interreg operations not falling under point (c), publicly displaying at least one poster of a minimum size A3 or equivalent electronic display with information about the Interreg operation highlighting the support from an Interreg fund, except where the beneficiary is a natural person;

(e) for operations of strategic importance and operations whose total cost exceed EUR 5 000 000 organising a communication event and involving the Commission and the responsible managing authority in a timely manner.

The term 'Interreg' shall be used next to the emblem of the Union in accordance with Article 47 of Regulation (EU) 2021/1060.

Where remedial actions have not been put into place, the managing authority shall apply measures, taking into account the principle of proportionality, by cancelling up to 2 % of the support from the funds to:

(a) the beneficiary concerned who does not comply with its obligations falling under Article 47 of Regulation (EU) 2021/1060 or paragraphs 4 and 5 of art.36 mentioned above.

Also, according with the article 47 of the EU Regulation 1060/2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy, "*...beneficiaries shall use the emblem of the Union in accordance with Annex IX when carrying out visibility, transparency and communication activities*."

The provisions of the European legislation are complemented by the provisions of the financing contracts/financing agreements and of the Visual Identity Manual for Interreg IPA Romania-Serbia Programme.

The visibility requirements foreseen by EU regulation, the financing contracts/financing agreements and the Visual Identity Manual apply to all project partners and technical assistance beneficiaries that receive financing from Interreg IPA Romania-Serbia Programme, in accordance with the provisions of the financing framework agreements concluded with MA.

1. Non-compliance cases:

Based on the provisions of the legislation, subsidy contract clauses and of the Visual Identity Manual, the following non-compliance cases may appear:

1.1 Moderate non-compliance:

a. the EU emblem within the Programme logo is smaller in size, measured either in height or width, than the biggest institutional logo displayed on the same page or surface;
b. for videos, the logo of the Programme is not included in a visible size or is not included at the end of the video, as foreseen in the Visual Identity Manual;
c. for videos, the mandatory disclaimers or technical frame mentioned in the Visual Identity Manual are missing;
d. for websites, the Programme logo (which includes the EU emblem) is not visible when landing on the already existing website, inside the viewing area of a digital device, without requiring a user to scroll down the page, if possible;
e. the description regarding the Interreg operation on the official websites or social media sites, where such exist, is:
    i. incorrect,
    ii. includes material errors;
f. the disclaimer highlighting EU financial support and the final disclaimer for the edited materials, foreseen by the Visual Identity Manual that must be included in the documents

and communication materials and presentations relating to the implementation of the Interreg operation, intended for the general public or for the participants, are:

i. incorrect (missing relevant information, includes formal misprints / typo etc.);
ii. not visible and not correctly positioned (used in different positions than foreseen by the Visual Identity Manual);
iii. for communication products and promotional items, the Programme logo is not visible.

g. For operations including physical investment or the purchase of equipment, whose total cost of the operation exceeds EUR 100,000 the durable sign (plaque or billboard) is: not observing the template within the Visual Identity Manual (errors, different logos etc.);
h. the incorrect use of the EU/Interreg brand. All types of errors in the composition, colours, positioning, fonts, minimum size on the communication materials of the mandatory elements forming the logo: the EU flag, the Interreg brand, name of the Interreg IPA Romania-Serbia Programme, the statement "Co-funded by the European Union" caused by not complying with the rules set in the Visual Identity Manual;
i. using a different icon than the standard ones foreseen for the policy objectives;

1.2 <u>Major non-compliance</u>

a. Not using/ failure to use on the information and communication materials presented to the public the mandatory logo of Interreg IPA Romania-Serbia Programme which includes the EU emblem;
b. Not including a short description of the Interreg operation and highlight the financial support from the Interreg fund on the partner's official website or social media sites, where such sites exist;
c. Not providing a statement highlighting the Interreg support on all the documents and communication materials intended for the general public, regarding the implementation of the operation;
d. Not displaying a durable sign (plaque or billboard) for operations including physical investment or the purchase of equipment, whose total cost of the operation exceeds EUR 100,000 or the durable sign is not displayed in a visible, prominent place or is not displayed immediately after the implementation of the physical investment has started / the equipment was installed;
e. Failure to organize the communication event involving the Commission and the responsible managing authority until the end of the implementation period, for operations of strategic importance and operations whose total costs exceed EUR 5,000,000 or the event is not organized in a timely manner or the partners did not inform EC and/or MA.

2. Remedial Measures

The abovementioned non-conformity cases may be identified by the Romanian or Serbian Controllers Units, Joint Secretariat, Managing Authority and other Programme Bodies (Audit Authority, National Authority).

In practice, following the identification of the above-mentioned non-compliance cases, there are two distinct situations: when remedial measures can be put in place and communication materials can be corrected/modified or produced again and when remedial actions cannot be taken (for ex. when the communication materials were printed, based on a contract concluded with an external service provider and distributed to participants during an event that took place).

2.1 The situation when remedial measures can be taken by the project partners

For all moderate and major non-compliances, it is mandatory to request remedial measures, on a case-by-case approach, as mentioned by the following examples of measures:

a. Request to the partners to correct errors related to Interreg logo and mandatory statements related to Interreg support etc. on physical documents and communication materials or on the websites / social media sites;
b. Request to the partners to produce new documents and communication materials,
c. Request to correct / produce / display new durable plaques / billboards;
d. Request to organize events, including communication events with the involvement of the Commission and Managing Authority;
e. Request for publicity regarding the measures implemented by the partners in order to correct the non-compliances with the information and communication rules (for example, publication of an announcement on the social media informing the public that a certain communication document included errors, was modified and is now available in a correct format);
f. Other relevant remedial measures, based on a case-by-case approach.

When identified by the Romanian or Serbian Controllers Units, two distinct situations shall be taken into consideration:

I. If the identified case is related with expenditure requested for validation, the controller will park the expenditure because of non–compliance with the financing contract stating the obligation of the Lead Partner to observe and make sure that all partners observe the provisions from the Visual Identity Manual. Further on, the controller shall inform the Joint Secretariat regarding the identified non-conformity, in order to draft a remedial measures plan for the respective beneficiary, if the case. The parked expenditure may be included in a subsequent partner report provided that remedial measures are duly implemented by the beneficiary.

II. If the identified non-conformity is not related with expenditures requested for validation or with expenditures already validated within previous partner reports, it shall inform the Joint Secretariat in this regard, in order to draft the request for remedial measures for the respective partner.

When identified by the Joint Secretariat or following the information received from the Romanian or Serbian Controllers Units, Managing Authority, Audit Authority, etc., the JS shall prepare and send a draft of the request for remedial to the Managing Authority for approval based on the proposal made by each of the previously mentioned bodies.

If approved by MA, the request for remedial measures shall be communicated by JS to the LP of the project, observing the correspondence rules within the subsidy contract. For efficiency, the requests for remedial measures shall also be communicated to the partner(s) responsible for the implementation of the corrective measure, if different from the Lead Partner.

The request for remedial measure shall mandatory include:

I. The description of the identified non-compliance(s);
II. The partner(s) in relation with which the non-compliance is identified and responsible for implementation of the remedial measure(s);
III. The remedial measure(s) to be implemented;
IV. The deadline for implementation of each remedial measure;
V. The information of the Lead partner / partners that it may present relevant information, in case it does not agree with the identified non-compliance(s) / corrective measure(s) / deadline(s) for the remedial measure(s);
VI. The procedure that the partners shall follow in order to report to the Programme regarding the implementation of remedial measures and the supporting documents that shall be submitted in this regard;
VII. The percentage of cancelling the support from the funds to be applied and the partner's budget to be applied on, in case the remedial measures are not implemented as requested and within the requested deadlines.

The deadlines for implementation of the remedial measures shall be set by taking into consideration a reasonable time for implementation, depending on the type and nature of the non-compliance. At the request of the partners, if duly justified by the partners, the plan may be revised by JS and the deadline may be extended, with MA's agreement.

In case the partners do not report on the implementation of the remedial measures/do not implement or only partial implement the remedial measures within the given / extended deadline, JS shall notify the Lead Partner, reminding once again about the request for implementation of remedial measures and setting a new deadline for implementation and communication regarding the implementation of the remedial measures.

In case the partner(s) fail to report on the implementation of the remedial measures / do not fully implement the remedial measures even in this new deadline, the JS will duly inform the MA and, depending on the seriousness of non-compliance case (moderate or major non-compliance), will propose the application of measures for cancelling of part of the support from the funds. The information will include the detailed presentation of the case and the proposed percentage for cancelation of the supports from the funds. Details on how to apply the corrections are presented in section *2.2*.

The Managing Authority will decide on the case (may decide that there is no case for applying a percentage for cancelation of the support from the funds, may approve the proposed percentage or may decide that another percentage shall be applied based on its own verifications). If the final decision of the MA is to apply a percentage for cancelling the financial support received by a project partner, this correction will be applied to that partner that does not observe the visibility requirements of the regulation. This decision is issued by the Head of the Managing Authority, based on JS proposal and the other bodies proposals and will include also the new budget of that project partner, reduced proportionally with the applied financial correction.

In case MA decides there is no case for applying a percentage for cancelation of the support from the funds, based on received proposals, a final decision of the Head of MA will be issued in this respect.

2.2 **The situation when remedial measures cannot be taken by the project partners**

In practice, there are situations when remedial actions cannot be taken by the project partner that did not comply with the mandatory visibility requirements, due to objective reasons, such as: the implementation period of the project has ended or the contract concluded with an external services provider is finalised and the communication materials/documents were accepted, paid and partially or totally distributed to those concerned (for example, printed leaflets/agendas which were distributed to participants to an event, before the identification of the non-compliance cases).

In this case, the non-conformity cases (moderate or major) may be identified by the Romanian or Serbian Controllers Units, Managing Authority, Audit Authority. When identified by the controllers, two distinct situations shall be taken into consideration:

I. If the identified case is related with expenditure requested for validation, the controller shall not validate the amount of the expenditure (affected by non-compliance case) included in the given reporting period only.

II. If the identified non-conformity is not related with expenditures requested for validation or with expenditures already validated within previous partner reports, it shall inform the Joint Secretariat in this regard, in order to draft the proposal for correction to be applied to the respective partner. Corrections of already validated/verified expenditure from previous reports shall be applied by MA.

When identified by the Joint Secretariat or by the Managing Authority, Audit Authority, etc., the JS shall prepare and send to MA the received proposals for the application of measures for cancelling of part of the support from

the funds. The proposal will include the detailed presentation of the case and the proposed percentage for cancelation of the supports from the funds.

In this case, the percentages of financial corrections that can be applied to the contract or written agreement concluded by the project partner for purchasing of communication goods/services that do not comply with the visibility rules or the budget of the partner that did not comply with the mandatory visibility rules are:

1. **0.1%** shall be applied to the service contract or written agreement concluded by the project partner for purchasing of communication goods/services that do not comply with the visibility rules for non-compliances cases as described at point **1.1 Moderate non-compliance cases;**
2. **1%** shall be applied to the eligible budget of the concerned partner for major non-compliances cases as described at point **1.2 Major non-compliance**;
3. In case the concerned partner fails to comply with the mandatory visibility rules for the second time and thus the concerned partner finds himself for the second time in a new major non-compliance case, **an additional correction of up to 1%** shall be applied to the eligible budget of the concerned partner for non-compliance cases described at point **1.2 Major non-compliance.**

The Managing Authority will decide on the case (may decide that there is no case for applying a percentage for cancelation of the support from the funds for moderate non-compliance cases, may approve the proposed percentage or may decide that another percentage shall be applied based on its own controls).

If the final decision of the MA is to apply a percentage for cancelling the financial support received by a project partner, this correction will be applied to that partner budget/invoice(s) of the specific communication activity which does not comply with the visibility requirements of the regulation. This decision is issued by the Head of the Managing Authority and will include also the new budget of that project partner, reduced proportionally with the applied financial correction.

In case MA decides there is no case for applying a percentage for cancelation of the support from the funds a final decision of the Head of MA will be issued in this respect.

3. Applying measures for cancelling up to 2% of the support from the funds in case the project partner does not implement the proposed remedial measures

If the remedial measures are not fully implemented by the partners, the Programme shall apply measures for cancelling the support from the funds.

The cancelation of funds shall be applied only to the budget of the concerned partner that did not apply the remedial actions.

In this case, the percentage applied for cancelation is 2 % from the budget of the partner which did not comply with the rules and did not apply remedial measures. The correction decision is issued by the Head of the Managing Authority. Thus, in case of a correction decision to the budget of the partner, the Lead Partner shall

submit to the JS a revised budget and Application Form, if the case, for the concerned partner reflecting the correction within two weeks following the receipt of MA's notification. In case of failure to respect the deadline, the correction shall be applied proportionally to all budgetary cost categories. The modification of the contract in case of correction at project partner level shall take the form of a decision of the representative of the Managing Authority signing the contract, which will be notified to the lead partner, and which becomes part of the contract.

For the calculation of the amount to be cancelled from the support funds, the following formula shall be applied:

Percentage for cancelation * budget of the partner which did not comply with the rules and did not apply remedial measures (IPA + national contribution) = amount to be cancelled. Own contribution shall be reduced proportionally.

As a general rule, the measures provided in Article 36(6) of the Interreg Regulation can be applied by the Managing Authority once or multiple times. The total percentage of the corrections applied cannot exceed 2% of the support from the funds.