

ACCESS TO EMPLOYMENT (A2E)
Call 3.1
GRANT AGREEMENT
REF. NO: xxxx /A2E

1. Parties to the Agreement

Agreement entered into between parties:

Ms. Christianne Hollier, holder of ID Card No. 140387(M), duly authorised and appearing hereon on behalf of Jobsplus (hereafter referred to as “the Corporation” or “IB” (i.e. Intermediate Body)) on the first part;

and

xxxxxxxxxx, holder of ID Card No. xxxx, duly authorised and appearing hereon on behalf of xxxxxxxxxxxx (*Legal Name*) (Registration No. xxxxx) hereafter referred to as “the Employer” on the second part.

Jointly hereafter referred to as “the Parties”.

Preamble

Whereas the Employer has submitted an application with the Corporation to receive financial aid to employ a disadvantaged person/s, or a severely disadvantaged person/s, or a person/s with disability (hereafter referred to as an ‘operation’), as defined in Commission Regulation (EU) No. 651/2014 of the 17th June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty as amended by Commission Regulation (EU) 2017/1084 of 14 June 2017 amending Regulation (EU) No 651/2014 as regards aid for port and airport infrastructure, notification thresholds for aid for culture and heritage conservation and for aid for sport and multifunctional recreational infrastructures, and regional operating aid schemes for outermost regions and amending Regulation (EU) No 702/2014 as regards the calculation of eligible costs,¹ and by Commission Regulation (EU) 2020/972 of 2 July 2020 amending Regulation (EU) No 1407/2013 as regards its prolongation and amending Regulation (EU) No 651/2014 as regards its prolongation and relevant adjustments, and as may be subsequently amended² (the General Block Exemption Regulation) as published in the Official Journal of the European Union, hereafter referred to as “the Regulation” under the Access to Employment A2E Scheme, hereafter referred to as “the Scheme” on the prescribed form.

Whereas the IB is willing to make available financial aid to the Employer who employs a disadvantaged person/s or a severely disadvantaged person/s or a person/s with disability under the terms and conditions of this Grant Agreement and the applicable version of the Guidance Notes.

Whereas the Parties recognise that, such aid is being granted in accordance with the relevant Regulation.

The various versions of these documents are published on the Jobsplus website under the Access to Employment Schemes section at <https://jobsplus.gov.mt/schemes-jobseekers/a2e-scheme>. All documentation within this agreement refers to these versions.

Now, therefore, the Parties have agreed to the following terms and conditions:

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32017R1084&from=EN>

² <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32020R0972&from=EN>

2. Purpose of the Grant

- 2.1 The IB agrees to grant to the Employer, employment aid to engage xxxxxxxxxx holder of ID Card No. xxxxxx, hereafter referred to as “the_Employee” under the Scheme funded through the European Social Fund in accordance with the terms and conditions set out in this Agreement and follows the guidance notes as issued by the IB.
- 2.2 The Employer accepts the grant and all conditions mentioned in this Grant Agreement and undertakes to implement this project in line with the details provided in the A2E Guidance Notes and Manual of Procedures.

3. Details of the Grant Amount

- 3.1 The aid for which the Employer is applying relates solely and exclusively to the Employee identified in Article 1.1 and such aid cannot be transferred to any other person for any reason whatsoever. The aid shall consist of the following: -

3.1.1 Duration and type of assistance.

- i. Number of weeks xx (participant falling under Target Group x)
- ii. Number of working hours per week xx.
- iii. Rate per week xx.

3.1.2 In relation to the employment of:

- i. a disadvantaged or a severely disadvantaged person, Employers will receive a flat rate of one hundred and four euro and fifty cents (**€104.50 per week**) for a full-time forty (40) hour week.
(Applicable for Target Groups 1 to 7)
- ii. a person with disability, Employers will receive a flat rate of one hundred fifty-six euro and fifty cents (**€156.50 per week**) for a full-time forty (40) hour week.
(Applicable for Target Group 8)
- iii. a part-timer, the grant will be pro-rated to twenty (20) hours per week:
 - a. fifty-two euro and twenty-five cents (**€52.25 per week**) for disadvantaged or a severely disadvantaged person; while
(Applicable for Target Groups 1 to 7)
 - b. Seventy-eight euro and twenty-five cents (**€78.25 per week**) for person with disability.
(Applicable for Target Groups 8)

- 3.2 The maximum total eligible subsidy due to the Employer is that of € xxxx.

- 3.3 The Eligible subsidy may be revised by increasing the C.O.L.A in the coming years.

- 3.4 The amount of Public Financing³ will be co-financed through the European Union (EU) and the National Funds (EU eighty per cent (80%); National Funds twenty per cent (20%)).

4. Implementation

- 4.1. The Implementation Period starts from xx/xx/xxxx till xx/xx/xxxx
- a. The Grant Subsidy Period is from xx/xx/xxxx till xx/xx/xxxx
 - b. The Retention Period is from xx/xx/xxxx till xx/xx/xxxx

³ Co-financing ensures ownership at national level: ESF funding is always accompanied by public financing.

- 4.2. The Grant has been approved by the Corporation, based on the submitted application and supporting documents. Any unauthorised deviation and incorrect information by the Employer from the details specified in the original application form will automatically render this Agreement null and void, without prejudice to the Corporation's rights at Law to recover any funds already paid to the Employer.
- 4.3. The employment contract entered into between the Employer and the Employee shall be in writing and shall ensure that the Employee is entitled to continuous employment with the Employer for at least the whole implementation period (i.e. the grant subsidy period and the relevant retention period).
- 4.4. The Employer shall ensure implement the Operation in accordance with the principles of sound financial management, good governance, fairness, transparency and in good faith.
- 4.5. The specific implementing provisions binding the Parties are explained in the Grant Agreement and the Guidance Notes issued by the Corporation and *ad hoc* and/or general instructions which the Corporation may issue from time to time during the duration of the Operation.
- 4.6. The Employer shall ensure sufficient administrative capacity to adhere with its obligations under this Agreement.
- 4.7. The Employer shall assume all efforts to ensure that the Operation is implemented within the stipulated timeframes. Any changes to the conditions and/or parameters outlined in the application form/in this Agreement must be agreed to in writing by the Corporation.

5. Applicable Law

- 5.1. This grant is covered by the terms laid down in this Agreement, the applicable European Union laws and, on the basis of subsidiary by the Laws of Malta⁴ together with any and all amendments, which may come into force during the period of implementation of this Agreement.
- 5.2. The European Union laws applicable are mainly⁵:
 - a. Council Regulation (EC) 1303/2013 (the General Regulation²) lays down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and repealing Regulation (EC) No 1083/2006;
 - b. Council Regulation (EC) 1304/2013 laying down special provisions with respect to the European Social Fund while repealing Regulation (EC) No 1081/2006;
 - c. The Implementing Regulations and Delegated Acts foreseen by the above-mentioned Regulation setting out rules for the implementation of Council Regulation (EC) No 1303/2013;
 - d. Commission Regulation (EC) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Article 107 and 108 of the Treaty (General Block Exemption Regulation) and amending Regulation (EU) No 702/2014 as regards the calculation of eligible costs,⁶ and by Commission Regulation (EU) 2020/972 of 2 July 2020 amending Regulation (EU) No 1407/2013 as regards its prolongation and amending Regulation (EU) No 651/2014 as regards its prolongation and relevant adjustments, and as may be subsequently amended⁷ (the General Block Exemption Regulation);
 - e. General Data Protection Regulation (EU/679/2016) under European Union rules.
- 5.3. The relevant National Legislation is namely:
 - a. State Aid Monitoring Regulations: LN 210 of 2004;
 - b. Equality for Men and Women Act: Laws of Malta – Chapter 456;
 - c. Financial Administration and Audit Act: Laws of Malta – Chapter 174;

⁴ This includes subsequent amendments of the listed laws.

⁵ This list of applicable laws is not exhaustive.

⁶ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32017R1084&from=EN>

⁷ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32020R0972&from=EN>

- d. Employment and Industrial Relations Act, 2002; and
- e. Data Protection Act Chapter 586 of the Laws of Malta. (where applicable).
- f. It is up to the Employer to ensure that the most recent updates of applicable legislation are consulted and adhered to.
- g. The Employer is bound by the principles as laid down in the Grant Agreement and Guidance Notes, as well as any instructions (*ad hoc* and/or general) which the Corporation may issue from time to time.
- h. In case of any conflicts between the guidelines and the text of the European Social Fund Operational Programme 2014-2020 and other legislative text, the interpretation given by the Operational Programme and relevant legislation will be given priority.

6. Liability

6.1. The Employer shall have the sole responsibility for complying with any and all legal obligations incumbent on it.

Origin of funds: The Employer shall be solely responsible to ensure that to the best of its knowledge, no funds invested in this Operation by such Employer are of illicit origin, including products of money laundering or linked to the financing of terrorism.

6.2. The IB or the European Commission shall not, in any circumstances or on any grounds, be held liable, in the event of a claim under this Agreement relating to any damage caused during the execution and/or management of the operation. Consequently, the IB or the European Commission shall not entertain any request for indemnity or reimbursement accompanying any such claim.

6.3. Except in cases of *force majeure*, the Employer shall make good for any and all damage resulting from faulty execution of the operation.

6.4. The Employer shall be solely liable for damage sustained by third parties or vice versa whilst the operation is being carried out.

6.5. The Employer declares that the information given pursuant to this Agreement, including information given prior to the conclusion of this Agreement, is correct and true and further, that it has declared any and all conflicts of interest that exist or that may arise in relation to the application for funding. Any information, which is not disclosure and is deemed relevant by the IB, may lead to the automatic cancellation of this Grant Agreement and to the forfeiture of any and all aid to be granted and/or already received by the Employer by this grant Agreement.

7. Payment Procedures and Reimbursement Process

7.1. The Aid shall be claimed by the Employer, upon completion of every 13 weeks or 26 weeks or once following premature termination of the grant agreement. The employer should submit the documents as listed in section 4.1.2 of the Guidelines. **Claims for reimbursement that are not submitted by the above-mentioned time frames could be de-committed.**

7.2. The Beneficiary accepts that the payment of the A2E assistance will be affected by the Strategy and Implementation Division, EU Payments Unit within the) Office of the Prime Minister (OPM). While the IB will endeavour to process claims for A2E assistance within 90 days of submission of the claim for reimbursement, the Beneficiary will not hold the IB liable for any delays in receiving the due payments. It is the responsibility of the Beneficiary to ensure that claims for reimbursement together with relevant documentation are sent duly completed and correctly (i.e. first-time round).

7.3. Jobsplus will verify that all the conditions listed in this Agreement have been adhered to. Jobsplus will receive, check and certify, all documents requested for disbursement to be affected (as stipulated in the Guidance Notes). After verification and certification from the relevant entities, the EU Payment Unit will subsequently issue the payment due.

7.4. Checks are carried out by Jobsplus or any other relevant authority to clarify and certify the correctness and the eligibility of expenses claimed to be forwarded for payment by the EU Payment Unit. Further documents may be requested by Jobsplus or any relevant authority at any stage of the operation.

8. Information and Publicity

8.1. Publicity

8.1.1 The Employer shall acknowledge the grant support received under the A2E Scheme throughout the financing of the operation.

8.1.2 The Employer agrees that photographs will be taken during physical checks carried out at the workplace where the subsidised employment is being carried out. Photographs will be attached to the relevant report and may be used for publicity purposes.

8.1.3 The Employer authorises the IB, MA and the European Commission to publish regularly and update the following information in any form and medium, including via internet:

- a) the Employer's name and address;
- b) the name of the operation and its purpose;
- c) the amount of public funding allocated to the operation;
- d) the amount of public funding disbursed upon completion of the operation.

8.1.4 The Employer agrees to affix a poster provided by Jobsplus promoting the A2E Scheme in a prominent place throughout the duration of the operation and in any case for a period not less than twelve (12) months.

8.2. Information to be provided to the Employer

8.2.1 The Employer is obliged to inform his/her employee with the following:

- a) It is imperative that the employee informs Jobsplus of any changes in status or personal details.
- b) Any registered job seeker engaged on the Aid Programme who resigns from same during the duration of the said Aid Programme without sufficient reason after the probation will automatically lose the right to register on Part 1 of the Unemployment Register.
- c) Jobsplus officials or any other relevant representative/s can take pictures of the employee on the place of work for monitoring, publicity-related and/or audit purposes.
All data submitted to the IB will be processed according to the Data Protection Act Chapter - 586 of the Laws of Malta and the General Data Protection Regulation (GDPR) (EU) 2016/679. This data shall be kept by Jobsplus in strict confidence but may be used by same in accordance with the Law. The data may also be transmitted by Jobsplus to the third parties in the interest of any service provided by the IB in accordance with the Law.

9. Monitoring and Evaluation

9.1. The Employer accepts to participate in and contribute to monitoring and evaluation checks organised by the IB, the Managing Authority and the European Commission as well as any other persons and organisations mandated by them.

9.2. The Employer binds itself to keep at hand details of the participants (full name, address, telephone number/mobile number, name and place of works and e-mail address) who participated in the A2E Scheme.

10. Audit and Control

- 10.1. The Employer accepts that the operation will be subject to checks and controls (documentary and/or on site and including but not limited to physical checks and recorded telephone checks) undertaken by the IB, Managing Authority and/or its representatives, in accordance with national/ European Union procedures and/or laws.
- 10.2. The Employer also accepts that checks and controls may be undertaken by the Certifying Authority and/or other relevant stakeholders in line with national and European Union laws and procedures.
- 10.3. The Employer also accepts that the operation is also subject to audits carried out by the Audit Authority (Internal Audit and Investigation Department), the European Commission and/or the European Court of Auditors and/or their representatives up to **five years** after the end date of the project (*i.e. the mandatory retention period as per Grant Agreement Section 4*).
- 10.4. Given that the European Structural and Investment Funds are public funds, the Employer, regardless of its status, whether public, private, voluntary or other, also accepts to be subject to audits by the National Audit Office.
- 10.5. The Employer grants the Managing Authority, the Intermediate Body [Jobsplus], the Certifying Authority, the Audit Authority, the National Audit Office, the European Commission and the European Court of Auditors as well as any and all persons mandated by them and any and all other authorities and/or entities mentioned in the Guidance Notes, the full right of access to ALL documents concerning the implementation of the project, its results and the use of the grant in accordance with the terms and conditions of the present Agreement and those laid down in Council Regulation (EC) No. 1303/2013 and the Implementing Commission Regulation resulting from it and their subsequent amendments. Jobsplus and/or other relevant Authorities reserve the right to check and verify any banking transactions related to subsidies paid for the said Aid Programme.
- 10.6. The Employer agrees to allow the MA and/or any and all other organisations mentioned above and their representatives, the appropriate physical or other right/means of access to sites and premises where the action is carried out and to all the information, including information in electronic format, needed in order to conduct such checks/audits as outlined in this Article.
- 10.7. During the carrying out of checks/controls and audits, the Employer shall ensure that the responsible person in relation to the operation or his/her delegate is present. The responsible person shall be obliged to respond to all requests for clarification during such verification measures carried out within a stipulated timeframe determined by Jobsplus. Failure to respond may lead to the termination of the grant Agreement and therefore for any funds already paid under the same Agreement to be forfeited by Jobsplus.

The Employer shall grant to the IB and/or any and all other organisations mentioned under paragraph five (5) above access to conduct continuous audits and checks in relation to both the eligibility of the grant Agreement and the implementation process of the scheme on behalf of the Employer. Jobsplus reserves the right to withhold and/or to recover fund as further explained in Article 13 of this Agreement in the event of any finding of non-compliance by the Employer of any of its obligations under this Agreement.

11. Documentation

- 11.1. The Employer accepts to provide all detailed information requested by the IB, Managing Authority, the European Commission and/or by any and all other outside body authorised by the Managing Authority or the European Commission to check that the action and the provisions of the Agreement are being properly implemented.

- 11.2. The Employer shall keep all the documentation in the form agreed with the IB, as outlined in relevant Guidance Notes and Grant Agreement. The Employer must retain copies of these documents related to the operation for up to 5 years after the end of the project (*i.e. the mandatory retention period as per Grant Agreement Section 4*).
- 11.3. Moreover, prior to the aid being certified for payment by the Corporation to the Employer, the Employer shall submit to the Corporation the following documents: -
- a) A Reimbursement Request Form
 - b) The Financial Identification Form (*when applicable*)
 - c) Jobsplus Termination Form (*when applicable*)
 - d) The Common Immediate Result Indicator of Participant Form⁸
- 11.4. The documents referred to in paragraphs 11.3 of this section shall be submitted to the IB when claiming funds. Other documentation like the annual certificated issued by the Commission for Revenue Department will be requested on an annual basis.

12. State Aid

If the Employer is found in breach of State Aid regulations and/or requirements, any and all funds received by the Employer in virtue of this Agreement may be recovered from the Employer including any applicable interests and fines.

13. Changes to the Grant Agreement

No amendment of or variation to the terms of this Agreement will be effective unless agreed to in writing by the IB.

In the event that the employment programme referred to in this Agreement being delayed due to unforeseen circumstances, the Employer must immediately inform the IB, in writing, of the reason/s for the delay. Should the reason/s for the delay be unacceptable to the IB, and/or should the Employer fail to comply with this requirement, the IB reserves the right to refuse payment of the grant amount to the Employer and to recover any and all funds already paid to the Employer by virtue of this Agreement.

The employer needs to fill in the Change Request Form find on <https://jobsplus.gov.mt/schemes-jobseekers/a2e-scheme>.

14. Withholding and repayment of funds

- 14.1. All the payments due to the Employer by virtue of this Agreement may be withheld and/or the Employer may be required to refund all, or part of the funds already paid to it by virtue of this Agreement if in breach of the below:
- a) any of the terms and conditions as set out in this Agreement and/or the guidance notes;
 - b) the application becomes ineligible due to the fact that it does not comply with the regulations set out in the guidance notes;
 - c) deadlines given to the Employer to submit all the necessary and relevant documents are not met;
 - d) double funding principles i.e. other public funds are made available to the Employer in respect of the same employment;
 - e) any European Union obligation which applies to the Employer and/or the Aid;
 - f) the activation of sufficient measures to investigate and resolve any reported irregularity;
 - g) if it results at any time during the operation of this Agreement or after its termination until **five years** after the end date of the project (*i.e. the mandatory retention period as per Grant Agreement*)

⁸ The Common Immediate Result Indicator Form needs to be presented at exit / end date of scheme, i.e. together with the Jobsplus Termination Form or with the Final Claim for Reimbursement.

Section 3) the Employer has in any manner failed to disclose true and correct information or has omitted or given misleading information to Jobsplus or has entered into any formal or informal agreement with any third party/ies to present facts, estimates, payment procedures or any other information which are not true, correct or whole or which are misleading or fabricated or any other irregularity is identified by Jobsplus.

- 14.2. Additionally, the Employer shall forfeit the right to receive any aid under the Aid Programme and under this Agreement in the event of the occurrence of any of the following events:
- a. If not for a justifiable reason, the Employer does not keep in employment the participant for the whole implementation and retention period as indicated in this Grant Agreement (Section 4 – Implementation)
 - b. If, after the lapse of probationary employment, the IB is of the opinion that the employee has been unfairly dismissed by the Employer, for this purpose, the Employer must within three (3) days from termination of the employee's employment in absence of such Notice, then the employee shall be deemed to have been unfairly dismissed. If within one (1) week from dismissal the employee gives notice to the IB that he/she intends to take action against the Employer before the Industrial Tribunal, the IB shall await the final decision of the Industrial Tribunal or Court of Appeal as the case may be before deciding on the matter. If such notice is not given, the IB may affect payment of any aid to the Employer subject to the right to claim back from the Employer any aid paid if the Industrial Tribunal or Court of Appeal finds that the employee was unfairly dismissed by the Employer.
 - c. If the employee is made redundant by the Employer.

Upon premature termination of the grant Agreement both the Employer must submit Jobsplus Termination Form.

- 14.3. Any over-payment of Aid and/ or payments deemed to be irregular must be refunded by the Employer on demand by the IB or any relevant Authority.
- 14.4. The Employer is to inform the IB prior any changes to the project as explained in Article 13 of this Grant Agreement. Such changes may require financial corrections to the grant agreement.
- 14.5. The EU Payment Unit will make every effort to pay claims promptly but accepts no liability in respect of loss of funds attributable to delay in the payment process or to any suspension, reduction or cancellation of the Aid.

15. Disputes

Any dispute arising under this agreement shall be resolved by arbitration in accordance with the Arbitration Act. A sole arbitrator shall be appointed. If the sole arbitrator would require expert advice or evidence the arbitrator may appoint such expert or experts to assist him.

16. Final Conditions

- 16.1. Any other conditions stipulated in the applicable A2E Guidance Notes are applicable under this Agreement.
- 16.2. The Employer shall implement the Grant under this Agreement with due care, efficiency and diligence. The Employer shall take all the necessary steps to prevent or end any situation that could compromise the impartial and objective implementation of the Grant.
- 16.3. The Employer must ensure that the scheme does not co-finance stand-alone actions but operations (projects) in line with the definition of operations provided in Article 2(9) of Council Regulation (EC) No. 1303/2013.

- 16.4. The Employer must ensure that the same operation is not funded through other European Community or National Funds.
- 16.5. The Employer must take the appropriate steps to prevent any discrimination based on sex, racial, or ethnic origin, religion or belief, disability, age or sexual orientation during the various stages of implementation of the scheme and in particular in access to funds under the scheme.
- 16.6. On signing this Grant Agreement, the Employer is agreeing to have understood the guidance notes accompanying the applications form and the content of this Agreement and to take the necessary steps to comply with the conditions contained in this Agreement, the Guidance Notes and any guidance that is subsequently issued by the Intermediate Body or other relevant stakeholders.
- 16.7. The Employer should sign 2 originals of this Grant Agreement, i.e. one original to be retained by the IB and one original to be retained by the Employer.

The person signing on behalf of the Employer is being considered for all intents and purposes as the legal and authorised person appointed by the Employer to act on behalf of the Employer for the purpose of this scheme and will be held fully and personally responsible both towards Jobsplus and the beneficiary for ascertaining such authority.

I (the Employer) declare that I have read and fully understood the above information. I acknowledge that this Grant Agreement is signed on the basis of the information provided at application stage. I accept that the Corporation will conduct the necessary checks at any stage of the scheme and reserves the right to revoke the grant in cases where variations detected result in the Employer and/or the participant becoming ineligible for funding.

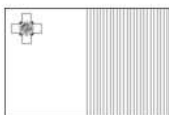
Ms. Christianne Hollier

XXXXXXXXXX

For and on behalf of Jobsplus

For and on behalf of XXXXXX

Date: _____



Operational Programme II – European Structural and Investment Funds 2014–2020
“Investing in human capital to create more opportunities and promote the well-being of society”
 Aid scheme part-financed by the European Social Fund
 Co-financing rate: 80% European Union; 20% National Funds

