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SNHW – Kick-off Meeting 25-26 January 2010

Venue: CIFESAL Headquarters (25th January, 2010) and Hotel Praga (26th January, 2010), Madrid, Spain.

Participants: Armando López (UPTACYL), Martin Koval (TEMPO), Martin Hagemann (LINK), Marta Mañas and José Javier Carte (ITURBROK), Marina Sion and Alina Costache (FIATEST), Xenia Chronopoulou (IDEC) Mario Garcia and Natalia Jarillo (CIFESAL).

The participant from OBES apologised the participation and was represented by Xenia Chronopoulou in the meeting.

MINUTES

1. Contractual issues

Prior to entering the discussions on the administrative and technical issues, the agenda included a discussion on the contractual issues of the SHNW project.

The delay in the signature of the contract between the promoter (UPTACYL) and the National Agency (hereafter, the Contract), and the condition of a bank guarantee associated to the payments required a common discussion of the scenarios to fulfil the contractual obligations.

1st. Timing of the project.

Based on the workplan associated to the Contract, and the possibilities of performance indicated by the partners, it was agreed to follow on the initial schedule, trying to catch up time in WP1 and WP2 and WP3. No extension will be asked to the National Agency, unless the evaluation after the first contractual year takes place.

2nd. Bilateral Agreements.

Based on the provisional drafts sent by the Coordinator of the project to the partners, the consortium agree on including some changes in particular related to:

1. Revision on the reporting dates, in particular when dates fall in non-working days.

2. Revision of the chapter regarding payments.



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3. Include a specific clause, in which the contractor obliges himself to make his best efforts to negotiate with the bank and the National Agency a more convenient financial option for year 2.

The promoter is sending a second draft together with the minutes of the kick-off meeting.

3rd . Bank guarantee costs

The promoter reports of the establishment of the bank guarantee, which was needed to access to the Contract. At the time of the meeting the contract countersigned by the Agency had not been received yet (it has been on 1st February), nor the prefinancing from the Agency.

The promoter reported also the conditions signed with the bank, consisting of an initial fee and an interest of 4% on the amount of the guarantee 94.316,40 EUR. Any use of "cash flow" from the guarantee established would entail an additional increase in the interest rate, according to the negotiation of the bank guarantee. Previously to the meeting, the coordinator contacted the rest of the partners to inform of this situation and inquired on the possibilities to self-finance the project with own means, until finding a better option.

The consortium decided to share the costs of the bank guarantee proportionally to their budget in the project. As these costs are eligible, the consortium decides to calculate the distribution at the end of the project, before asking for the final balance payment. In case of underexpenditure of the partners in other budgetary items, these financial costs associated to the bank guarantee could be compensated. In order to simplify the accounting procedure, and if the final implementation of the overall budget of the project allows so (i.e. some underexpenditure exists in other items), the bank guarantee costs may be taken as one single budgetary item in the final report for the whole consortium, instead of individual costs to be reported by each partner.

The promoter confirms his disposal and willingness to look for a less burdensome solution for the prefinancing of the second year, both through an eventual request to the National Agency of a joint guarantee, without the intervention of a financial institution, and with further negotiations with the bank to enable better conditions allowing for cash flow, with no extra interest penalties.



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1. WP5. Administration and Financial issues (presented by CIFESAL, coordinator of the WP)

a) Contract. The coordinator informed that the effective start of SHNW is 1/10/2009 for administration and financial issues, including the acceptance of eligible costs, and that the entering in force of the contract between the Beneficiary and the Executive Agency will be defined once the contract is countersigned by the National.

A copy of the contract between Beneficiary and Executive Agency was distributed to all participants during the meeting, even when it did not bear the signature of the National Agency yet. It was agreed to provide a scanned version of the page with the signature, once received, and to bring the whole signed copy to all the partners in a next meeting.

b) Partnership Agreements. In order to formalise the individual partnership agreements between promoter and partner a draft model was presented during the meeting. It was agreed to circulate a second draft attached to the minutes of the kick-off meeting. The partnership agreements should be signed no later than two months from the kick-off.

c) Memorandum of Understanding. A complementary document to the contract between Beneficiary and Executive Agency, and to the individual partnership agreements between the Beneficiary and the different partners, called Memorandum of Understanding, was envisaged as an instrument useful to identify and face any situation which may arise during the progress of the project. The promoter agreed to send a first draft encompassing the agreements of the kick-off meeting. Once the present minutes are agreed, the first draft of the MoU will be circulated to the partners.

The aim was to have the MoU signed in the period of two months after the circulation of the first draft. This document intends to supply additional internal rules to be respected by the Consortium as a whole, in order to enforce quality in the carryout out of the activities and swift action in case of disputes.

d) Roadmap. A session on the workplan of activities was included in the agenda with the help of the Project Roadmap. This instrument is planned to be used as the basis to measure the quality of the project, allowing registering any deviation with regards to the workplan established in the project proposal and in the contract.



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The partners agreed with the version presented by the WP leader.

The roadmap is attached to the present minutes.

After some discussions on the convenience of periodic revision of the roadmap in conjunction with the official templates for reporting, the option of 6-month reporting was suggested by a majority of the partners, instead of 3-month reporting, which was the second option proposed.

e) Official Templates for reporting the National Agency. The coordinator showed the paper documents received by the Beneficiary in the meeting of the National Agency with the 2010 beneficiaries of a LdV grant. The electronic version was not available at the time of preparing the materials for the meeting. The coordinator reported to circulate it to the consortium, with the translation that could be needed.

(The electronic dossier is already available and being analysed at the time of drafting this minutes. Due to the number of templates, its translation is foreseen in the coming weeks, an in any case with at least 15 days from the first reporting date).

During the second session the meeting counted with the presence of the the National Agency, who reported as follows regarding the administrative questions:

a) Supporting documents for staff costs.

For the evaluation of the financial part of the project is essential to provide the staff cost declaration in the way of time-sheets and duly registered in the official templates. The financial department of the Agency may request additional supporting evidence for certain staff costs. In addition, and only for a few ramdomly chosen projects, full accounting evidence with supporting documents may be needed.

In view of this practice, the consortium agreed to make available all the compulsory documentation, and those supporting documents that may look reasonable to justify it; in particular, a sample of the pay-slip of the months with high involvement in the project, and single documents which may allow an easy verification for several months, in particular official social security yearly statements indicating the amount (or percentage) paid by the company for the worker involved in SHWN; official attestation of the effective working days per month (or year) and worker according to the national accounting practice; contractual bond between the worker and the partner; and any other



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single document which may support the cost declarations, without incurring in a massive load.

b) Regarding the situation of the promoter, who due to the nature of the organisation has a contractual bond with their workers as independent workers, the National Agency reported that in answer to the request of the promoter for the acceptance of the cost incurred by these workers as staff costs, this would be the case, provided that the contract responds to the figure of independent workers working the majority of the time for the organisation according the status of "trabajador autónomo dependiente" established in the Spanish Law.

c) If the consortium intends to go for a contractual amendment, or decides to request another option for the financing of the second year of those allowed by the Contract, the suggestion of the National Agency is to do it as soon as possible, and with only a request at a time.

2. WP1. Study Cases (Presented by each partner)

As a method to know each other experiences and start defining the elements to be included in the analysis of the cases related to WP2, IDEC, TEMPO and UPTACYL presented the product to be transferred. FIATEST, LINK and CIFESAL gave an overview of the situation of training measures applied to Occupational Safety and Health in their countries regarding European and National legislation.

IDEC provided also a draft template for allowing structuring the final deliverable of the workpackage. The template consists of a grid in which all the partners involved in the workpackage will include details of their countries' situation. In addition, a second grid is inserted for structuring the analysis of the three cases to be transferred, plus any other one that any of the partners may deem relevant.

The main purpose of the deliverable will be to give clear elements of inspiration for the conception of the educational game by the technological partners: Link and Iturbro. Key aspects to focus on are:

- The pedagogical framework.
- The specific topics to be tackled.
- The use and adaptation of previously developed materials.

IDEC committed to pass a further developed template to TEMPO and UPTACYL early in February, and once the final version is decided, to submit it to the rest of the consortium. The final version of the



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template with the instructions of use should be finished by end February. The template should be filled in by all the partners until the end of March.

Other issues.

- The next meeting is scheduled for 27th-28th May, and will take place in Germany.
- As mentioned in a previous paragraph, the meeting counted with the presence of the National Agency in the second journey, who provided answers and advice to the questions of the consortium.

Next Steps

1. To finalise as soon as possible the administrative documents. Advisable to have all the admin documents agreed and signed in March 2010.
2. IDEC will be further work in the template to bring forward the deliverable of WP1.
3. UPTACYL, as partner in charge for the subcontracting the access to the webpage of the project will start contacts to acquire the web domain and enable a mailist.
4. Any dissemination event or publicity to the project should be delivered to the coordinator, who in contact with the promoter will create a press dossier.

**Draft Minutes elaborated by Mario Garcia & Natalia Jarillo
on 5/02/2010**