

# EUROPEAN EDUCATION AND CULTURE EXECUTIVE AGENCY (EACEA)

EACEA.B – Creativity, Citizens, EU Values and Joint Operations **B.3** – **Europe for Citizens** 

#### **GRANT AGREEMENT**

## Project 101053547 — Young of EU

#### **PREAMBLE**

This **Agreement** ('the Agreement') is **between** the following parties:

#### on the one part,

the European Education and Culture Executive Agency (EACEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

#### and

#### on the other part,

1. 'the coordinator':

**JANOSSOMORJA VAROS ONKORNMANYZATA (JANOSSOMORJA)**, PIC 917514465, established in SZABADSAG U 39, JANOSSOMORJA 9241, Hungary,

Unless otherwise specified, references to 'beneficiary' or 'beneficiaries' include the coordinator and affiliated entities (if any).

If only one beneficiary signs the grant agreement ('mono-beneficiary grant'), all provisions referring to the 'coordinator' or the 'beneficiaries' will be considered — mutatis mutandis — as referring to the beneficiary.

The parties referred to above have agreed to enter into the Agreement.

By signing the Agreement and the accession forms, the beneficiaries accept the grant and agree to implement the action under their own responsibility and in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

The Agreement is composed of:

Preamble

Terms and Conditions (including Data Sheet)

Annex 1 Description of the action<sup>1</sup>

Annex 2 Estimated budget for the action

Annex 3 Accession forms (if applicable)<sup>2</sup>

Annex 3a Declaration on joint and several liability of affiliated entities (if applicable)<sup>3</sup>

Annex 4 Model for the financial statements

Annex 5 Specific rules (if applicable)

<sup>&</sup>lt;sup>1</sup> Template published on <u>Portal Reference Documents</u>.

<sup>&</sup>lt;sup>2</sup> Template published on Portal Reference Documents.

<sup>&</sup>lt;sup>3</sup> Template published on <u>Portal Reference Documents</u>.

# **TERMS AND CONDITIONS**

## **TABLE OF CONTENTS**

GRANT AGREEMENT	1
PREAMBLE	1
TERMS AND CONDITIONS	3
DATASHEET	8
CHAPTER 1 GENERAL	12
ARTICLE 1 — SUBJECT OF THE AGREEMENT	12
ARTICLE 2 — DEFINITIONS	12
CHAPTER 2 ACTION	13
ARTICLE 3 — ACTION	13
ARTICLE 4 — DURATION AND STARTING DATE	13
CHAPTER 3 GRANT	13
ARTICLE 5 — GRANT	13
5.1 Form of grant	13
5.2 Maximum grant amount	14
5.3 Funding rate	14
5.4 Estimated budget, budget categories and forms of funding	14
5.5 Budget flexibility	14
ARTICLE 6 — ELIGIBLE AND INELIGIBLE CONTRIBUTIONS	14
6.1 and 6.2 General and specific eligibility conditions	14
6.3 Ineligible contributions	15
6.4 Consequences of non-compliance	
CHAPTER 4 GRANT IMPLEMENTATION	15
SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITI PARTICIPANTS	
ARTICLE 7 — BENEFICIARIES	15
ARTICLE 8 — AFFILIATED ENTITIES	17
ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTIO	N
9.1 Associated partners	17
9.2 Third parties giving in-kind contributions to the action	18
9.3 Subcontractors	18
9.4 Recipients of financial support to third parties	18

ARTICL	E 10 — PARTICIPANTS WITH SPECIAL STATUS	18
10.1	Non-EU participants	18
10.2	Participants which are international organisations.	19
10.3	Pillar-assessed participants	19
SECTION 2	RULES FOR CARRYING OUT THE ACTION	22
ARTICL	E 11 — PROPER IMPLEMENTATION OF THE ACTION	22
11.1	Obligation to properly implement the action	22
11.2	Consequences of non-compliance.	22
ARTICL	E 12 — CONFLICT OF INTERESTS	22
12.1	Conflict of interests	22
12.2	Consequences of non-compliance.	22
ARTICL	E 13 — CONFIDENTIALITY AND SECURITY	22
13.1	Sensitive information.	22
13.2	Classified information.	23
13.3	Consequences of non-compliance.	23
ARTICL	E 14 — ETHICS AND VALUES	24
14.1	Ethics	24
14.2	Values	24
14.3	Consequences of non-compliance.	24
ARTICL	E 15 — DATA PROTECTION	24
15.1	Data processing by the granting authority	24
15.2	Data processing by the beneficiaries.	24
15.3	Consequences of non-compliance.	25
ARTICL	E 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS - ACCESS RIGHTS AND RIGHTS OF USE	
16.1	Background and access rights to background.	25
16.2	Ownership of results.	25
16.3	Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes	26
16.4	Specific rules on IPR, results and background.	27
16.5	Consequences of non-compliance.	27
ARTICL	E 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY	27
17.1	Communication — Dissemination — Promoting the action	27
17.2	Visibility — European flag and funding statement	27
17.3	Quality of information — Disclaimer	28
17.4	Specific communication, dissemination and visibility rules	28

17.5	Consequences of non-compliance.	28
ARTICL	E 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION	28
SECTION 3	GRANT ADMINISTRATION	28
ARTICL	E 19 — GENERAL INFORMATION OBLIGATIONS	29
19.1	Information requests	29
19.2	Participant Register data updates	29
19.3	Information about events and circumstances which impact the action	29
19.4	Consequences of non-compliance.	29
ARTICL	E 20 — RECORD-KEEPING.	29
20.1	Keeping records and supporting documents	29
20.2	Consequences of non-compliance	30
ARTICL	E 21 — REPORTING	30
21.1	Continuous reporting	30
21.2	Periodic reporting: Technical reports and financial statements	30
21.3	Currency for financial statements and conversion into euros	31
21.4	Reporting language	31
21.5	Consequences of non-compliance	31
ARTICL	E 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE	31
22.1	Payments and payment arrangements	32
22.2	Recoveries	32
22.3	Amounts due	32
22.4	Enforced recovery	37
22.5	Consequences of non-compliance	38
ARTICL	E 23 — GUARANTEES	38
23.1	Prefinancing guarantee	38
23.2	Consequences of non-compliance	
ARTICL	E 24 — CERTIFICATES	39
ARTICL	E 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS	39
25.1	Granting authority checks, reviews and audits	39
25.2	European Commission checks, reviews and audits in grants of other granting authorities	40
25.3	Access to records for assessing simplified forms of funding	40
25.4	OLAF, EPPO and ECA audits and investigations	41
25.5	Consequences of checks, reviews, audits and investigations — Extension of findings	41
25.6	Consequences of non-compliance	42

ARTICLE 26 — IMPACT EVALUATIONS	42
26.1 Impact evaluation	42
26.2 Consequences of non-compliance	43
CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE	43
SECTION 1 REJECTIONS AND GRANT REDUCTION	43
ARTICLE 27 — REJECTION OF CONTRIBUTIONS	43
27.1 Conditions	43
27.2 Procedure	43
27.3 Effects	43
ARTICLE 28 — GRANT REDUCTION	44
28.1 Conditions	44
28.2 Procedure	44
28.3 Effects	44
SECTION 2 SUSPENSION AND TERMINATION	44
ARTICLE 29 — PAYMENT DEADLINE SUSPENSION	44
29.1 Conditions	44
29.2 Procedure	45
ARTICLE 30 — PAYMENT SUSPENSION	45
30.1 Conditions	45
30.2 Procedure	46
ARTICLE 31 — GRANT AGREEMENT SUSPENSION	46
31.1 Consortium-requested GA suspension	46
31.2 EU-initiated GA suspension	47
ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION	48
32.1 Consortium-requested GA termination	48
32.2 Consortium-requested beneficiary termination	49
32.3 EU-initiated GA or beneficiary termination	50
SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS	53
ARTICLE 33 — DAMAGES	53
33.1 Liability of the granting authority	53
33.2 Liability of the beneficiaries	53
ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES	53
SECTION 4 FORCE MAJEURE	54
ARTICLE 35 — FORCE MAJEURE	54
CHAPTER 6 FINAL PROVISIONS	54

# Citizens, Equality, Rights Walvesaled With Subcuffer Rell Res (20/22) 24/36/3/18: - 161/104/2022

ARTICL	E 36 — COMMUNICATION BETWEEN THE PARTIES	54
36.1	Forms and means of communication — Electronic management	. 54
36.2	Date of communication	. 55
36.3	Addresses for communication.	55
ARTICL	E 37 — INTERPRETATION OF THE AGREEMENT	55
ARTICL	E 38 — CALCULATION OF PERIODS AND DEADLINES	55
ARTICL	E 39 — AMENDMENTS	. 56
39.1	Conditions	. 56
39.2	Procedure	. 56
ARTICL	E 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES	. 56
40.1	Accession of the beneficiaries mentioned in the Preamble	. 56
40.2	Addition of new beneficiaries	. 57
ARTICL	E 41 — TRANSFER OF THE AGREEMENT	. 57
ARTICL	E 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY	57
ARTICL	E 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES	. 57
43.1	Applicable law	58
43.2	Dispute settlement	. 58
ARTICL	E 44 — ENTRY INTO FORCE	58

#### **DATA SHEET**

#### 1. General data

#### Project summary:

#### Project summary

asdds The project aims to facilitate the, to give citizens the opportunity to discover the cultural diversity of the European Union and to understand that European values and cultural heritage are the basis of a common future and guarantee peaceful relations between Europeans, and to ensure their active participation at local level, to strengthen mutual understanding and friendship between European citizens, to strengthen cooperation between local authorities and to strengthen their position in the European integration process. The project partnership is based on past collaboration, which has produced a number of positive outcomes in the form of successful events, with results that have had a positive impact not only on the collaboration of the partners but also on the real lives of the twin residents. Based on the cooperation, the main objectives of the project have been developed in line with the objectives of this call: -Supporting cultural diversity -Facilitating the exchange of information -Strengthening mutual understanding and friendship, strengthening peaceful relations between Europeans, promoting European cohesion, through open debates on the future of Europe, expressing citizens' views on what they want from Europe for themselves, how they want to live in cooperation with other nations. -An important aspect of the project is the reference to persistent gender inequality between men and women - To raise awareness in order to support the building of collective immunity, which is one way of combating the COVID 19 epidemic.

#### Keywords:

Europe for citizens

Democracy

- Solidarity

Town twinning

Discrimination

Project number: 101053547

Project name: Young people in the mill

Project acronym: Young of EU

Call: CERV-2021-CITIZENS-TOWN

Topic: CERV-2021-CITIZENS-TOWN-TT

Type of action: CERV Lump Sum Grants

Granting authority: European Education and Culture Executive Agency

Grant managed through EU Funding & Tenders Portal: Yes (eGrants)

Project starting date: first day of the month following the entry into force date

Project end date: starting date + months of duration

Project duration: 9 months

Consortium agreement: No

#### 2. Participants

#### List of participants:

N°	Role	Short name	Legal name	Ctry	PIC	Max grant amount
1	COO	JANOSSOMOR	JAANOSSOMORJA VAROS ONKORNMANYZATA	HU	917514465	30 000.00
2	AP	Úľany	OBEC VELKE ULANY	SK	938404967	0.00
3	AP	Andau	Marktgemeinde Andau	AT	938308840	0.00

N°	Role	Short name	Legal name	Ctry	PIC	Max grant amount
			Total			30 000.00

#### **Coordinator:**

JANOSSOMORJA VAROS ONKORNMANYZATA (JANOSSOMORJA)

#### 3. Grant

Maximum grant amount, total estimated eligible costs and contributions and funding rate:

Maximum grant amount (Annex 2)	Maximum grant amount (award decision)	
30 000.00	30 000.00	

**Grant form:** Lump Sum

Grant mode: Action grant

Budget categories/activity types: Lump sum contributions

Cost eligibility options: n/a

**Budget flexibility:** No

#### 4. Reporting, payments and recoveries

## **4.1 Continuous reporting** (art 21)

Deliverables: see Funding & Tenders Portal Continuous Reporting tool

## 4.2 Periodic reporting and payments

Reporting and payment schedule (art 21, 22):

		Payments					
	Reporting periods		Туре	Deadline	Type Deadlin (time to p		
RP No	Month from	Month to					
					Initial prefinancing	n/a	
1	1	9	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report	

Prefinancing payments and guarantees: n/a

Reporting and payment modalities (art 21, 22):

Mutual Insurance Mechanism (MIM): No

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Restrictions on distribution of initial prefinancing: The prefinancing may be distributed only if the minimum number of beneficiaries set out in the call condititions (if any) have acceded to the Agreement and only to beneficiaries that have acceded.

Interim payment ceiling (if any): 100% of the maximum grant amount

No-profit rule: n/a

Late payment interest: ECB + 3.5%

Bank account for payments:

HU53117370761536694200000000

Conversion into euros: n/a

Reporting language: Language of the Agreement or other EU official language, if specified in the call conditions

4.3 Certificates (art 24): n/a

4.4 Recoveries (art 22)

#### First-line liability for recoveries:

Beneficiary termination: Beneficiary concerned

Final payment: Coordinator

After final payment: Beneficiary concerned

#### Joint and several liability for enforced recoveries (in case of non-payment):

Limited joint and several liability of other beneficiaries — up to the maximum grant amount of the beneficiary

Joint and several liability of affiliated entities — n/a

#### 5. Consequences of non-compliance, applicable law & dispute settlement forum

#### **Applicable law** (art 43):

Standard applicable law regime: EU law + law of Belgium

#### **Dispute settlement forum** (art 43):

Standard dispute settlement forum:

EU beneficiaries: EU General Court + EU Court of Justice (on appeal)

Non-EU beneficiaries: Courts of Brussels, Belgium (unless an international agreement provides for the enforceability of EU court judgements)

#### 6. Other

Specific rules (Annex 5): Yes

#### Standard time-limits after project end:

Confidentiality (for X years after final payment): 5

Record-keeping (for X years after final payment): 5 (or 3 for grants of not more than EUR 60 000)

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Reviews (up to X years after final payment): 5 (or 3 for grants of not more than EUR 60 000)

Audits (up to X years after final payment): 5 (or 3 for grants of not more than EUR 60 000)

Extension of findings from other grants to this grant (no later than X years after final payment): 5 (or 3 for grants of not more than EUR 60 000)

Impact evaluation (up to X years after final payment): 5 (or 3 for grants of not more than EUR 60 000)

### **CHAPTER 1 GENERAL**

#### ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement sets out the rights and obligations and terms and conditions applicable to the grant awarded for the implementation of the action set out in Chapter 2.

#### ARTICLE 2 — DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

- Actions The project which is being funded in the context of this Agreement.
- Grant The grant awarded in the context of this Agreement.
- EU grants Grants awarded by EU institutions, bodies, offices or agencies (including EU executive agencies, EU regulatory agencies, EDA, joint undertakings, etc.).
- Participants Entities participating in the action as beneficiaries, affiliated entities, associated partners, third parties giving in-kind contributions, subcontractors or recipients of financial support to third parties.
- Beneficiaries (BEN) The signatories of this Agreement (either directly or through an accession form).
- Affiliated entities (AE) Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046<sup>4</sup> which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).
- Associated partners (AP) Entities which participate in the action, but without the right to charge costs or claim contributions.
- Purchases Contracts for goods, works or services needed to carry out the action (e.g. equipment, consumables and supplies) but which are not part of the action tasks (see Annex 1).
- Subcontracting Contracts for goods, works or services that are part of the action tasks (see Annex 1).

In-kind contributions — In-kind contributions within the meaning of Article 2(36) of EU Financial

<sup>&</sup>lt;sup>4</sup> For the definition, see Article 187 Regulation (EU, Euratom) 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 (EU, Euratom) No 966/2012 ('EU Financial Regulation') (OJ L 193, 30.7.2018, p. 1): "affiliated entities [are]:

<sup>(</sup>a) entities that form a sole beneficiary [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant)];

<sup>(</sup>b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 136(1) and 141(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".

Regulation 2018/1046, i.e. non-financial resources made available free of charge by third parties.

- Fraud Fraud within the meaning of Article 3 of EU Directive 2017/1371<sup>5</sup> and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995<sup>6</sup>, as well as any other wrongful or criminal deception intended to result in financial or personal gain.
- Irregularities Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95<sup>7</sup>.
- Grave professional misconduct Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave professional misconduct within the meaning of Article 136(1)(c) of EU Financial Regulation 2018/1046.
- Applicable EU, international and national law Any legal acts or other (binding or non-binding) rules and guidance in the area concerned.
- Portal EU Funding & Tenders Portal; electronic portal and exchange system managed by the European Commission and used by itself and other EU institutions, bodies, offices or agencies for the management of their funding programmes (grants, procurements, prizes, etc.).

#### **CHAPTER 2 ACTION**

## **ARTICLE 3 — ACTION**

The grant is awarded for the action 101053547 — Young of EU ('action'), as described in Annex 1.

#### ARTICLE 4 — DURATION AND STARTING DATE

The duration and the starting date of the action are set out in the Data Sheet (see Point 1).

# CHAPTER 3 GRANT

**ARTICLE 5 — GRANT** 

# 5.1 Form of grant

<sup>&</sup>lt;sup>5</sup> Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

<sup>&</sup>lt;sup>6</sup> OJ C 316, 27.11.1995, p. 48.

<sup>&</sup>lt;sup>7</sup> Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

The grant is an action grant<sup>8</sup> which takes the form of a lump sum grant for the completion of work packages.

## 5.2 Maximum grant amount

The maximum grant amount is set out in the Data Sheet (see Point 3) and in the estimated budget (Annex 2).

# 5.3 Funding rate

Not applicable

### 5.4 Estimated budget, budget categories and forms of funding

The estimated budget for the action (lump sum breakdown) is set out in Annex 2.

It contains the estimated eligible contributions for the action (lump sum contributions), broken down by participant and work package.

Annex 2 also shows the types of contributions (forms of funding)<sup>9</sup> to be used for each work package.

## 5.5 Budget flexibility

Budget flexibility does not apply; changes to the estimated budget (lump sum breakdown) always require an amendment (see Article 39).

Amendments for transfers between work packages are moreover possible only if:

- the work packages concerned are not already completed (and declared in a financial statement) and
- the transfers are justified by the technical implementation of the action.

#### ARTICLE 6 — ELIGIBLE AND INELIGIBLE CONTRIBUTIONS

#### 6.1 and 6.2 General and specific eligibility conditions

Lump sum contributions are eligible ('eligible contributions'), if:

- (a) they are set out in Annex 2 and
- (b) the work packages are completed and the work is properly implemented by the beneficiaries and/or the results are achieved, in accordance with Annex 1 and during in the period set out in Article 4 (with the exception of work/results relating to the submission of the final periodic report, which may be achieved afterwards; see Article 21)

They will be calculated on the basis of the amounts set out in Annex 2.

<sup>&</sup>lt;sup>8</sup> For the definition, see Article 180(2)(a) EU Financial Regulation 2018/1046: 'action grant' means an EU grant to finance "an action intended to help achieve a Union policy objective".

<sup>&</sup>lt;sup>9</sup> See Article 125 EU Financial Regulation 2018/1046.

## 6.3 Ineligible contributions

'Ineligible contributions' are:

- (a) lump sum contributions that do not comply with the conditions set out above (see Article 6.1 and 6.2)
- (b) lump sum contributions for activities already funded under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following case:
  - (i) Synergy actions: not applicable
- (c) other:
  - (i) country restrictions for eligible costs: not applicable.

### 6.4 Consequences of non-compliance

If a beneficiary declares lump sum contributions that are ineligible, they will be rejected (see Article 27).

This may also lead to other measures described in Chapter 5.

#### **CHAPTER 4 GRANT IMPLEMENTATION**

# SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS

#### **ARTICLE 7 — BENEFICIARIES**

The beneficiaries, as signatories of the Agreement, are fully responsible towards the granting authority for implementing it and for complying with all its obligations.

They must implement the Agreement to their best abilities, in good faith and in accordance with all the obligations and terms and conditions it sets out.

They must have the appropriate resources to implement the action and implement the action under their own responsibility and in accordance with Article 11. If they rely on affiliated entities or other participants (see Articles 8 and 9), they retain sole responsibility towards the granting authority and the other beneficiaries.

They are jointly responsible for the *technical* implementation of the action. If one of the beneficiaries fails to implement their part of the action, the other beneficiaries must ensure that this part is implemented by someone else (without being entitled to an increase of the maximum grant amount and subject to an amendment; see Article 39). The *financial* responsibility of each beneficiary in case of recoveries is governed by Article 22.

The beneficiaries (and their action) must remain eligible under the EU programme funding the grant

for the entire duration of the action. Lump sum contributions will be eligible only as long as the beneficiary and the action are eligible.

The internal roles and responsibilities of the beneficiaries are divided as follows:

- (a) Each beneficiary must:
  - (i) keep information stored in the Portal Participant Register up to date (see Article 19)
  - (ii) inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 19)
  - (iii) submit to the coordinator in good time:
    - the prefinancing guarantees (if required; see Article 23)
    - the financial statements and certificates on the financial statements (CFS): not applicable
    - the contribution to the deliverables and technical reports (see Article 21)
    - any other documents or information required by the granting authority under the Agreement
  - (iv) submit via the Portal data and information related to the participation of their affiliated entities.
- (b) The coordinator must:
  - (i) monitor that the action is implemented properly (see Article 11)
  - (ii) act as the intermediary for all communications between the consortium and the granting authority, unless the Agreement or granting authority specifies otherwise, and in particular:
    - submit the prefinancing guarantees to the granting authority (if any)
    - request and review any documents or information required and verify their quality and completeness before passing them on to the granting authority
    - submit the deliverables and reports to the granting authority
    - inform the granting authority about the payments made to the other beneficiaries (report on the distribution of payments; if required, see Articles 22 and 32)
  - (iii) distribute the payments received from the granting authority to the other beneficiaries without unjustified delay (see Article 22).

The coordinator may not delegate or subcontract the above-mentioned tasks to any other beneficiary or third party (including affiliated entities).

However, coordinators which are public bodies may delegate the tasks set out in Point (b)(ii) last

indent and (iii) above to entities with 'authorisation to administer' which they have created or which are controlled by or affiliated to them. In this case, the coordinator retains sole responsibility for the payments and for compliance with the obligations under the Agreement.

Moreover, coordinators which are 'sole beneficiaries' (or similar, such as European research infrastructure consortia (ERICs)) may delegate the tasks set out in Point (b)(i) to (iii) above to one of their members. The coordinator retains sole responsibility for compliance with the obligations under the Agreement.

The beneficiaries must have **internal arrangements** regarding their operation and co-ordination, to ensure that the action is implemented properly.

If required by the granting authority (see Data Sheet, Point 1), these arrangements must be set out in a written **consortium agreement** between the beneficiaries, covering for instance:

- the internal organisation of the consortium
- the management of access to the Portal
- different distribution keys for the payments and financial responsibilities in case of recoveries (if any)
- additional rules on rights and obligations related to background and results (see Article 16)
- settlement of internal disputes
- liability, indemnification and confidentiality arrangements between the beneficiaries.

The internal arrangements must not contain any provision contrary to this Agreement.

#### ARTICLE 8 — AFFILIATED ENTITIES

Not applicable

#### ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

#### 9.1 Associated partners

The following entities which cooperate with a beneficiary will participate in the action as 'associated partners':

- OBEC VELKE ULANY (Úľany), PIC 938404967
- Marktgemeinde Andau (Andau), PIC 938308840

Associated partners must implement the action tasks attributed to them in Annex 1 in accordance with Article 11. They may not charge contributions to the action (no lump sum contributions) and the costs for their tasks are not eligible (may not be included in the estimated budget in Annex 2).

<sup>&</sup>lt;sup>10</sup> For the definition, see Article 187(2) EU Financial Regulation 2018/1046: "Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the **sole beneficiary**, including where it is specifically established for the purpose of implementing the action financed by the grant."

The tasks must be set out in Annex 1.

The beneficiaries must ensure that their contractual obligations under Articles 11 (proper implementation), 12 (conflict of interests), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the associated partners.

The beneficiaries must ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the associated partners.

# 9.2 Third parties giving in-kind contributions to the action

Other third parties may give in-kind contributions to the action (i.e. personnel, equipment, other goods, works and services, etc. which are free-of-charge), if necessary for the implementation.

Third parties giving in-kind contributions do not implement any action tasks. They may not charge contributions to the action (no lump sum contributions) and the costs for the in-kind contributions are not eligible (may not be included in the estimated budget in Annex 2).

The third parties and their in-kind contributions should be set out in Annex 1.

#### 9.3 Subcontractors

Subcontractors may participate in the action, if necessary for the implementation.

Subcontractors must implement their action tasks in accordance with Article 11. The beneficiaries' costs for subcontracting are considered entirely covered by the lump sum contributions for implementing the work packages (irrespective of the actual subcontracting costs incurred, if any).

The beneficiaries must ensure that their contractual obligations under Articles 11 (proper implementation), 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the subcontractors.

The beneficiaries must ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the subcontractors.

#### 9.4 Recipients of financial support to third parties

If the action includes providing financial support to third parties (e.g. grants, prizes or similar forms of support), the beneficiaries must ensure that their contractual obligations under Articles 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping)also apply to the third parties receiving the support (recipients).

The beneficiaries must also ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the recipients.

#### ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

## 10.1 Non-EU participants

Participants which are established in a non-EU country (if any) undertake to comply with their obligations under the Agreement and:

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC<sup>11</sup>
- for the controls under Article 25: allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

Special rules on dispute settlement apply (see Data Sheet, Point 5).

# 10.2 Participants which are international organisations

Participants which are international organisations (IOs; if any) undertake to comply with their obligations under the Agreement and:

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use either independent public officers or external auditors which comply with comparable standards as those set out in EU Directive 2006/43/EC
- for the controls under Article 25: to allow for the checks, reviews, audits and investigations by the bodies mentioned in that Article, taking into account the specific agreements concluded by them and the EU (if any).

For such participants, nothing in the Agreement will be interpreted as a waiver of their privileges or immunities, as accorded by their constituent documents or international law.

Special rules on applicable law and dispute settlement apply (see Article 43 and Data Sheet, Point 5).

### 10.3 Pillar-assessed participants

Pillar-assessed participants (if any) may rely on their own systems, rules and procedures, in so far as they have been positively assessed and do not call into question the decision awarding the grant or breach the principle of equal treatment of applicants or beneficiaries.

'Pillar-assessment' means a review by the European Commission on the systems, rules and procedures which participants use for managing EU grants (in particular internal control system, accounting system, external audits, financing of third parties, rules on recovery and exclusion, information on recipients and protection of personal data; see Article 154 EU Financial Regulation 2018/1046).

<sup>&</sup>lt;sup>11</sup> Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

Participants with a positive pillar assessment may rely on their own systems, rules and procedures, in particular for:

- record-keeping (Article 20): may be done in accordance with internal standards, rules and procedures
- currency conversion for financial statements (Article 21): may be done in accordance with usual accounting practices
- guarantees (Article 23): for public law bodies, prefinancing guarantees are not needed
- certificates (Article 24):
  - certificates on the financial statements (CFS): may be provided by their regular internal or external auditors and in accordance with their internal financial regulations and procedures
  - certificates on usual accounting practices (CoMUC): are not needed if those practices are covered by an ex-ante assessment

and use the following specific rules, for:

- recoveries (Article 22): in case of financial support to third parties, there will be no recovery if the participant has done everything possible to retrieve the undue amounts from the third party receiving the support (including legal proceedings) and non-recovery is not due to an error or negligence on its part
- checks, reviews, audits and investigations by the EU (Article 25): will be conducted taking into account the rules and procedures specifically agreed between them and the framework agreement (if any)
- impact evaluation (Article 26): will be conducted in accordance with the participant's internal rules and procedures and the framework agreement (if any)
- grant agreement suspension (Article 31): certain costs incurred during grant suspension are eligible (notably, minimum costs necessary for a possible resumption of the action and costs relating to contracts which were entered into before the pre-information letter was received and which could not reasonably be suspended, reallocated or terminated on legal grounds)
- grant agreement termination (Article 32): the final grant amount and final payment will be calculated taking into account also costs relating to contracts due for execution only after termination takes effect, if the contract was entered into before the pre-information letter was received and could not reasonably be terminated on legal grounds
- liability for damages (Article 33.2): the granting authority must be compensated for damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement only if the damage is due to an infringement of the participant's internal rules and procedures or due to a violation of third parties' rights by the participant or one of its employees or individual for whom the employees are responsible.

Participants whose pillar assessment covers procurement and granting procedures may also do

purchases, subcontracting and financial support to third parties (Article 6.2) in accordance with their internal rules and procedures for purchases, subcontracting and financial support.

Participants whose pillar assessment covers data protection rules may rely on their internal standards, rules and procedures for data protection (Article 15).

The participants may however not rely on provisions which would breach the principle of equal treatment of applicants or beneficiaries or call into question the decision awarding the grant, such as in particular:

- eligibility (Article 6)
- consortium roles and set-up (Articles 7-9)
- security and ethics (Articles 13, 14)
- IPR (including background and results, access rights and rights of use), communication, dissemination and visibility (Articles 16 and 17)
- information obligation (Article 19)
- payment, reporting and amendments (Articles 21, 22 and 39)
- rejections, reductions, suspensions and terminations (Articles 27, 28, 29-32)

If the pillar assessment was subject to remedial measures, reliance on the internal systems, rules and procedures is subject to compliance with those remedial measures.

Participants whose assessment has not yet been updated to cover (the new rules on) data protection may rely on their internal systems, rules and procedures, provided that they ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subject
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the personal data.

Participants must inform the coordinator without delay of any changes to the systems, rules and procedures that were part of the pillar assessment. The coordinator must immediately inform the granting authority.

Pillar-assessed participants that have also concluded a framework agreement with the EU, may moreover — under the same conditions as those above (i.e. not call into question the decision awarding

the grant or breach the principle of equal treatment of applicants or beneficiaries) — rely on provisions set out in that framework agreement.

#### SECTION 2 RULES FOR CARRYING OUT THE ACTION

#### ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

#### 11.1 Obligation to properly implement the action

The beneficiaries must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement, the call conditions and all legal obligations under applicable EU, international and national law.

#### 11.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

#### ARTICLE 12 — CONFLICT OF INTERESTS

#### 12.1 Conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

They must formally notify the granting authority without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The granting authority may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

#### 12.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28) and the grant or the beneficiary may be terminated (see Article 32).

Such breaches may also lead to other measures described in Chapter 5.

#### ARTICLE 13 — CONFIDENTIALITY AND SECURITY

#### 13.1 Sensitive information

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the action and for at least until the time-limit set out in the Data Sheet (see Point 6).

If a beneficiary requests, the granting authority may agree to keep such information confidential for a longer period.

Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if they:

- (a) need to know it in order to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

The granting authority may disclose sensitive information to its staff and to other EU institutions and bodies.

It may moreover disclose sensitive information to third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party
- (b) the information becomes publicly available, without breaching any confidentiality obligation
- (c) the disclosure of the sensitive information is required by EU, international or national law.

Specific confidentiality rules (if any) are set out in Annex 5.

#### 13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444<sup>12</sup> and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority.

Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

Specific security rules (if any) are set out in Annex 5.

# 13.3 Consequences of non-compliance

<sup>&</sup>lt;sup>12</sup> Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

#### ARTICLE 14 — ETHICS AND VALUES

#### 14.1 Ethics

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

Specific ethics rules (if any) are set out in Annex 5.

#### 14.2 Values

The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

Specific rules on values (if any) are set out in Annex 5.

#### 14.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

#### **ARTICLE 15 — DATA PROTECTION**

#### 15.1 Data processing by the granting authority

Any personal data under the Agreement will be processed under the responsibility of the data controller of the granting authority in accordance with and for the purposes set out in the Portal Privacy Statement.

For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725<sup>13</sup>.

# 15.2 Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679<sup>14</sup>).

<sup>&</sup>lt;sup>13</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

<sup>&</sup>lt;sup>14</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).

They must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the data.

The beneficiaries may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement. The beneficiaries must ensure that the personnel is under a confidentiality obligation.

The beneficiaries must inform the persons whose data are transferred to the granting authority and provide them with the Portal Privacy Statement.

#### 15.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

# ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS —ACCESS RIGHTS AND RIGHTS OF USE

#### 16.1 Background and access rights to background

The beneficiaries must give each other and the other participants access to the background identified as needed for implementing the action, subject to any specific rules in Annex 5.

'Background' means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is:

- (a) held by the beneficiaries before they acceded to the Agreement and
- (b) needed to implement the action or exploit the results.

If background is subject to rights of a third party, the beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement.

### 16.2 Ownership of results

The granting authority does not obtain ownership of the results produced under the action.

'Results' means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

# 16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes

The granting authority has the right to use non-sensitive information relating to the action and materials and documents received from the beneficiaries (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy information, communication, dissemination and publicity purposes — during the action or afterwards.

The right to use the beneficiaries' materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

- (a) **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) **editing or redrafting** (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
- (d) translation
- (e) storage in paper, electronic or other form
- (f) **archiving**, in line with applicable document-management rules
- (g) the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority and
- (h) **processing**, analysing, aggregating the materials, documents and information received and **producing derivative works**.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Where applicable, the granting authority will insert the following information:

"© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions."

## 16.4 Specific rules on IPR, results and background

Specific rules regarding intellectual property rights, results and background (if any) are set out in Annex 5.

### 16.5 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such a breach may also lead to other measures described in Chapter 5.

## ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

#### 17.1 Communication — Dissemination — Promoting the action

Unless otherwise agreed with the granting authority, the beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with Annex 1 and in a strategic, coherent and effective manner.

Before engaging in a communication or dissemination activity expected to have a major media impact, the beneficiaries must inform the granting authority.

# 17.2 Visibility — European flag and funding statement

Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge the EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):





Funded by the European Union



Co-funded by the European Union

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

### 17.3 Quality of information — Disclaimer

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them."

#### 17.4 Specific communication, dissemination and visibility rules

Specific communication, dissemination and visibility rules (if any) are set out in Annex 5.

#### 17.5 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

#### ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

Not applicable

#### **SECTION 3 GRANT ADMINISTRATION**

#### ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

#### 19.1 Information requests

The beneficiaries must provide — during the action or afterwards and in accordance with Article 7 — any information requested in order to verify eligibility of the lump sum contributions declared, proper implementation of the action and compliance with the other obligations under the Agreement.

The information provided must be accurate, precise and complete and in the format requested, including electronic format.

#### 19.2 Participant Register data updates

The beneficiaries must keep — at all times, during the action or afterwards — their information stored in the Portal Participant Register up to date, in particular, their name, address, legal representatives, legal form and organisation type.

# 19.3 Information about events and circumstances which impact the action

The beneficiaries must immediately inform the granting authority (and the other beneficiaries) of any of the following:

- (a) **events** which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:
  - (i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)
  - (ii) linked action information: not applicable

# (b) circumstances affecting:

- (i) the decision to award the grant or
- (ii) compliance with requirements under the Agreement.

#### 19.4 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

#### ARTICLE 20 — RECORD-KEEPING

#### 20.1 Keeping records and supporting documents

The beneficiaries must — at least until the time-limit set out in the Data Sheet (see Point 6) — keep records and other supporting documents to prove the proper implementation of the action (proper implementation of the work and/or achievement of the results as described in Annex 1) in line with the

accepted standards in the respective field (if any); beneficiaries do not need to keep specific records on the actual costs incurred.

The records and supporting documents must be made available upon request (see Article 19) or in the context of checks, reviews, audits or investigations (see Article 25).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Article 25), the beneficiaries must keep these records and other supporting documentation until the end of these procedures.

The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.

## 20.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, lump sum contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

#### **ARTICLE 21 — REPORTING**

## 21.1 Continuous reporting

The beneficiaries must continuously report on the progress of the action (e.g. **deliverables**, **milestones**, **outputs/outcomes**, **critical risks**, **indicators**, etc; if any), in the Portal Continuous Reporting tool and in accordance with the timing and conditions it sets out (as agreed with the granting authority).

Standardised deliverables (e.g. progress reports not linked to payments, reports on cumulative expenditure, special reports, etc; if any) must be submitted using the templates published on the Portal.

# 21.2 Periodic reporting: Technical reports and financial statements

In addition, the beneficiaries must provide reports to request payments, in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2):

- for additional prefinancings (if any): an additional prefinancing report
- for interim payments (if any) and the final payment: a **periodic report**

The prefinancing and periodic reports include a technical and financial part.

The technical part includes an overview of the action implementation. It must be prepared using the template available in the Portal Periodic Reporting tool.

The financial part of the additional prefinancing report includes a statement on the use of the previous prefinancing payment.

The financial part of the periodic report includes:

- the financial statement (consolidated statement for the consortium)
- the explanation on the use of resources (or detailed cost reporting table): not applicable
- the certificates on the financial statements (CFS): not applicable.

The **financial statement** must contain the lump sum contributions indicated in Annex 2, for the work packages that were completed during the reporting period.

For the last reporting period, the beneficiaries may exceptionally also declare partial lump sum contributions for work packages that were not completed (e.g. due to force majeure or technical impossibility).

Lump sum contributions which are not declared in a financial statement will not be taken into account by the granting authority.

By signing the financial statement (directly in the Portal Periodic Reporting tool), the coordinator confirms (on behalf of the consortium) that:

- the information provided is complete, reliable and true
- the lump sum contributions declared are eligible (in particular, the work packages have been completed, that the work has been properly implemented and/or the results were achieved in accordance with Annex 1; see Article 6)
- the proper implementation and/or achievement can be substantiated by adequate records and supporting documents (see Article 20) that will be produced upon request (see Article 19) or in the context of checks, reviews, audits and investigations (see Article 25).

In case of recoveries (see Article 22), beneficiaries will be held responsible also for the lump sum contributions declared for their affiliated entities (if any).

#### 21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

#### 21.4 Reporting language

The reporting must be in the language of the Agreement, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

## 21.5 Consequences of non-compliance

If a report submitted does not comply with this Article, the granting authority may suspend the payment deadline (see Article 29) and apply other measures described in Chapter 5.

If the coordinator breaches its reporting obligations, the granting authority may terminate the grant or the coordinator's participation (see Article 32) or apply other measures described in Chapter 5.

# ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE

## 22.1 Payments and payment arrangements

Payments will be made in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2).

They will be made in euro to the bank account indicated by the coordinator (see Data Sheet, Point 4.2) and must be distributed without unjustified delay (restrictions may apply to distribution of the initial prefinancing payment; see Data Sheet, Point 4.2).

Payments to this bank account will discharge the granting authority from its payment obligation.

The cost of payment transfers will be borne as follows:

- the granting authority bears the cost of transfers charged by its bank
- the beneficiary bears the cost of transfers charged by its bank
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

Payments by the granting authority will be considered to have been carried out on the date when they are debited to its account.

#### 22.2 Recoveries

Recoveries will be made, if — at beneficiary termination, final payment or afterwards — it turns out that the granting authority has paid too much and needs to recover the amounts undue.

The general liability regime for recoveries (first-line liability) is as follows: At final payment, the coordinator will be fully liable for recoveries, even if it has not been the final recipient of the undue amounts. At beneficiary termination or after final payment, recoveries will be made directly against the beneficiaries concerned

Beneficiaries will be fully liable for repaying the debts of their affiliated entities.

In case of enforced recoveries (see Article 22.4):

- the beneficiaries will be jointly and severally liable for repaying debts of another beneficiary under the Agreement (including late-payment interest), if required by the granting authority (see Data Sheet, Point 4.4)
- affiliated entities will be held liable for repaying debts of their beneficiaries under the Agreement (including late-payment interest), if required by the granting authority (see Data Sheet, Point 4.4).

#### 22.3 Amounts due

#### **22.3.1 Prefinancing payments**

The aim of the prefinancing is to provide the beneficiaries with a float.

It remains the property of the EU until the final payment.

For **initial prefinancings** (if any), the amount due, schedule and modalities are set out in the Data Sheet (see Point 4.2).

For **additional prefinancings** (if any), the amount due, schedule and modalities are also set out in the Data Sheet (see Point 4.2). However, if the statement on the use of the previous prefinancing payment shows that less than 70% was used, the amount set out in the Data Sheet will be reduced by the difference between the 70% threshold and the amount used

Prefinancing payments (or parts of them) may be offset (without the beneficiaries' consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

For grants where the granting authority is the European Commission or an EU executive agency, offsetting may also be done against amounts owed to other Commission services or executive agencies.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

### 22.3.2 Amount due at beneficiary termination — Recovery

In case of beneficiary termination, the granting authority will determine the provisional amount due for the beneficiary concerned.

This will be done on the basis of work packages already completed in previous interim payments. Payments for ongoing/not yet completed work packages which the beneficiary was working on before termination (if any) will therefore be made only later on, with the next interim or final payments when those work packages have been completed.

The **amount due** will be calculated in the following step:

Step 1 — Calculation of the total accepted EU contribution

Step 1 — Calculation of the total accepted EU contribution

The granting authority will first calculate the 'accepted EU contribution' for the beneficiary, on the basis of the beneficiary's lump sum contributions for the work packages which were approved in previous interim payments.

After that, the granting authority will take into account grant reductions (if any). The resulting amount is the 'total accepted EU contribution' for the beneficiary.

The **balance** is then calculated by deducting the payments received (if any; see report on the distribution of payments in Article 32), from the total accepted EU contribution:

```
{total accepted EU contribution for the beneficiary minus {prefinancing and interim payments received (if any)}}.
```

If the balance is **negative**, it will be **recovered** in accordance with the following procedure:

The granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to recover, the amount due, the amount to be recovered and the reasons why and
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered and ask this amount to be paid to the coordinator (**confirmation letter**).

#### 22.3.3 Interim payments

Interim payments reimburse the eligible lump sum contributions claimed for work packages implemented during the reporting periods (if any).

Interim payments (if any) will be made in accordance with the schedule and modalities set out the Data Sheet (see Point 4.2).

Payment is subject to the approval of the periodic report and the work packages declared. Their approval does not imply recognition of compliance, authenticity, completeness or correctness of their content.

Incomplete work packages and work packages that have not been delivered or cannot be approved will be rejected (see Article 27).

The **interim payment** will be calculated by the granting authority in the following steps:

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the interim payment ceiling

## Step 1 — Calculation of the total accepted EU contribution

The granting authority will first calculate the 'accepted EU contribution' for the action for the reporting period, by calculating the lump sum contributions for the approved work packages.

After that, the granting authority will take into account grant reductions from beneficiary termination (if any). The resulting amount is the 'total accepted EU contribution'.

### Step 2 — Limit to the interim payment ceiling

The resulting amount is then capped to ensure that the total amount of prefinancing and interim payments (if any) does not exceed the interim payment ceiling set out in the Data Sheet (see Point 4.2).

Interim payments (or parts of them) may be offset (without the beneficiaries' consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

For grants where the granting authority is the European Commission or an EU executive agency, offsetting may also be done against amounts owed to other Commission services or executive agencies.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

# 22.3.4 Final payment — Final grant amount — Revenues and Profit — Recovery

The final payment (payment of the balance) reimburses the remaining eligible lump sum contributions claimed for the implemented work packages (if any).

The final payment will be made in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2).

Payment is subject to the approval of the final periodic report and the work packages declared. Their approval does not imply recognition of compliance, authenticity, completeness or correctness of their content.

Work packages (or parts of them) that have not been delivered or cannot be approved will be rejected (see Article 27).

The **final grant amount for the action** will be calculated in the following steps:

```
Step 1 — Calculation of the total accepted EU contribution
```

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

### Step 1 — Calculation of the total accepted EU contribution

The granting authority will first calculate the 'accepted EU contribution' for the action for all reporting periods, by calculating the lump sum contributions for the approved work packages.

After that, the granting authority will take into account grant reductions (if any). The resulting amount is the 'total accepted EU contribution'.

Step 2 — Limit to the maximum grant amount

Not applicable

Step 3 — Reduction due to the no-profit rule

Not applicable

The **balance** (final payment) is then calculated by deducting the total amount of prefinancing and interim payments already made (if any), from the final grant amount:

```
{final grant amount
minus
{prefinancing and interim payments made (if any)}}.
```

If the balance is **positive**, it will be **paid** to the coordinator.

The final payment (or part of it) may be offset (without the beneficiaries' consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

For grants where the granting authority is the European Commission or an EU executive agency,

offsetting may also be done against amounts owed to other Commission services or executive agencies.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

If the balance is **negative**, it will be **recovered** in accordance with the following procedure:

The granting authority will send a **pre-information letter** to the coordinator:

- formally notifying the intention to recover, the final grant amount, the amount to be recovered and the reasons why
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered (**confirmation letter**), together with a **debit note** with the terms and date for payment.

If payment is not made by the date specified in the debit note, the granting authority will **enforce recovery** in accordance with Article 22.4.

#### 22.3.5 Audit implementation after final payment — Revised final grant amount — Recovery

If — after the final payment (in particular, after checks, reviews, audits or investigations; see Article 25) — the granting authority rejects lump sum contributions (see Article 27) or reduces the grant (see Article 28), it will calculate the **revised final grant amount** for the beneficiary concerned.

The **beneficiary revised final grant amount** will be calculated in the following step:

Step 1 — Calculation of the revised total accepted EU contribution

Step 1 — Calculation of the revised total accepted EU contribution

The granting authority will first calculate the 'revised accepted EU contribution' for the beneficiary, by calculating the 'revised accepted contributions'.

After that, it will take into account grant reductions (if any). The resulting 'revised total accepted EU contribution' is the beneficiary revised final grant amount.

If the revised final grant amount is lower than the beneficiary's final grant amount (i.e. its share in the final grant amount for the action), it will be **recovered** in accordance with the following procedure:

The **beneficiary final grant amount** (i.e. share in the final grant amount for the action) is calculated as follows:

```
{{total accepted EU contribution for the beneficiary divided by total accepted EU contribution for the action} multiplied by final grant amount for the action}.
```

The granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to recover, the amount to be recovered and the reasons why and
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered (**confirmation letter**), together with a **debit note** with the terms and the date for payment.

Recoveries against affiliated entities (if any) will be handled through their beneficiaries.

If payment is not made by the date specified in the debit note, the granting authority will **enforce recovery** in accordance with Article 22.4.

## 22.4 Enforced recovery

If payment is not made by the date specified in the debit note, the amount due will be recovered:

(a) by offsetting the amount — without the coordinator or beneficiary's consent — against any amounts owed to the coordinator or beneficiary by the granting authority.

In exceptional circumstances, to safeguard the EU financial interests, the amount may be offset before the payment date specified in the debit note.

For grants where the granting authority is the European Commission or an EU executive agency, debts may also be offset against amounts owed by other Commission services or executive agencies.

- (b) by drawing on the financial guarantee(s) (if any)
- (c) by holding other beneficiaries jointly and severally liable (if any; see Data Sheet, Point 4.4)
- (d) by holding affiliated entities jointly and severally liable (if any, see Data Sheet, Point 4.4)
- (e) by taking legal action (see Article 43) or, provided that the granting authority is the European Commission or an EU executive agency, by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2018/1046.

The amount to be recovered will be increased by **late-payment interest** at the rate set out in Article 23.5, from the day following the payment date in the debit note, up to and including the date the full payment is received.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366<sup>15</sup> applies.

<sup>&</sup>lt;sup>15</sup> Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, p. 35).

For grants where the granting authority is an EU executive agency, enforced recovery by offsetting or enforceable decision will be done by the services of the European Commission (see also Article 43).

# 22.5 Consequences of non-compliance

**22.5.1** If the granting authority does not pay within the payment deadlines (see above), the beneficiaries are entitled to **late-payment interest** at the reference rate applied by the European Central Bank (ECB) for its main refinancing operations in euros, plus the percentage specified in the Data Sheet (Point 4.2). The ECB reference rate to be used is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

If the late-payment interest is lower than or equal to EUR 200, it will be paid to the coordinator only on request submitted within two months of receiving the late payment.

Late-payment interest is not due if all beneficiaries are EU Member States (including regional and local government authorities or other public bodies acting on behalf of a Member State for the purpose of this Agreement).

If payments or the payment deadline are suspended (see Articles 29 and 30), payment will not be considered as late.

Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

Late-payment interest is not considered for the purposes of calculating the final grant amount.

**22.5.2** If the coordinator breaches any of its obligations under this Article, the grant may be reduced (see Article 29) and the grant or the coordinator may be terminated (see Article 32).

Such breaches may also lead to other measures described in Chapter 5.

#### **ARTICLE 23 — GUARANTEES**

# 23.1 Prefinancing guarantee

If required by the granting authority (see Data Sheet, Point 4.2), the beneficiaries must provide (one or more) prefinancing guarantee(s) in accordance with the timing and the amounts set out in the Data Sheet

The coordinator must submit them to the granting authority in due time before the prefinancing they are linked to.

The guarantees must be drawn up using the template published on the Portal and fulfil the following conditions:

- (a) be provided by a bank or approved financial institution established in the EU or if requested by the coordinator and accepted by the granting authority by a third party or a bank or financial institution established outside the EU offering equivalent security
- (b) the guarantor stands as first-call guarantor and does not require the granting authority to first have recourse against the principal debtor (i.e. the beneficiary concerned) and

(c) remain explicitly in force until the final payment and, if the final payment takes the form of a recovery, until five months after the debit note is notified to a beneficiary.

They will be released within the following month.

#### 23.2 Consequences of non-compliance

If the beneficiaries breach their obligation to provide the prefinancing guarantee, the prefinancing will not be paid.

Such breaches may also lead to other measures described in Chapter 5.

#### **ARTICLE 24 — CERTIFICATES**

Not applicable

# ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

## 25.1 Granting authority checks, reviews and audits

#### 25.1.1 Internal checks

The granting authority may — during the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing lump sum contributions, deliverables and reports.

## 25.1.2 Project reviews

The granting authority may carry out reviews on the proper implementation of the action and compliance with the obligations under the Agreement (general project reviews or specific issues reviews).

Such project reviews may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiary concerned and will be considered to start on the date of the notification.

If needed, the granting authority may be assisted by independent, outside experts. If it uses outside experts, the coordinator or beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The coordinator or beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted. The granting authority may request beneficiaries to provide such information to it directly. Sensitive information and documents will be treated in accordance with Article 13.

The coordinator or beneficiary concerned may be requested to participate in meetings, including with the outside experts.

For **on-the-spot visits**, the beneficiary concerned must allow access to sites and premises (including to the outside experts) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format

On the basis of the review findings, a **project review report** will be drawn up.

The granting authority will formally notify the project review report to the coordinator or beneficiary concerned, which has 30 days from receiving notification to make observations.

Project reviews (including project review reports) will be in the language of the Agreement.

#### **25.1.3** Audits

The granting authority may carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Such audits may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the beneficiary concerned and will be considered to start on the date of the notification.

The granting authority may use its own audit service, delegate audits to a centralised service or use external audit firms. If it uses an external firm, the beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Article 13.

For **on-the-spot** visits, the beneficiary concerned must allow access to sites and premises (including for the external audit firm) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a **draft audit report** will be drawn up.

The auditors will formally notify the draft audit report to the beneficiary concerned, which has 30 days from receiving notification to make observations (contradictory audit procedure).

The **final audit report** will take into account observations by the beneficiary concerned and will be formally notified to them.

Audits (including audit reports) will be in the language of the Agreement.

# 25.2 European Commission checks, reviews and audits in grants of other granting authorities

Where the granting authority is not the European Commission, the latter has the same rights of checks, reviews and audits as the granting authority.

#### 25.3 Access to records for assessing simplified forms of funding

The beneficiaries must give the European Commission access to their statutory records for the periodic assessment of simplified forms of funding which are used in EU programmes.

# 25.4 OLAF, EPPO and ECA audits and investigations

The following bodies may also carry out checks, reviews, audits and investigations — during the action or afterwards:

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013<sup>16</sup> and No 2185/96<sup>17</sup>
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

If requested by these bodies, the beneficiary concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections — as provided for under these Regulations.

To this end, the beneficiary concerned must keep all relevant information relating to the action, at least until the time-limit set out in the Data Sheet (Point 6) and, in any case, until any ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims have been concluded.

## 25.5 Consequences of checks, reviews, audits and investigations — Extension of findings

#### 25.5.1 Consequences of checks, reviews, audits and investigations in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to rejections (see Article 27), grant reduction (see Article 28) or other measures described in Chapter 5.

Rejections or grant reductions after the final payment will lead to a revised final grant amount (see Article 22).

Findings in checks, reviews, audits or investigations during the action implementation may lead to a request for amendment (see Article 39), to change the description of the action set out in Annex 1.

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations in any EU grant may also lead to consequences in other EU grants awarded under similar conditions ('extension to other grants').

Moreover, findings arising from an OLAF or EPPO investigation may lead to criminal prosecution under national law.

# 25.5.2 Extension from other grants

<sup>&</sup>lt;sup>16</sup> 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, 18/09/2013, p. 1).

<sup>&</sup>lt;sup>17</sup> Council Regulation (Euratom, EC) No 2185/1996 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 (OJ L 292, 15/11/1996, p. 2).

Findings of checks, reviews, audits or investigations in other grants may be extended to this grant, if:

- (a) the beneficiary concerned is found, in other EU grants awarded 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) those findings are formally notified to the beneficiary concerned together with the list of grants affected by the findings within the time-limit for audits set out in the Data Sheet (see Point 6).

The granting authority will formally notify the beneficiary concerned of the intention to extend the findings and the list of grants affected.

If the extension concerns **rejections of lump sum contributions**: the notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings
- (b) the request to submit revised financial statements for all grants affected
- (c) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:
  - (i) considers that the submission of revised financial statements is not possible or practicable or
  - (ii) does not submit revised financial statements.

If the extension concerns **grant reductions**: the notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the **correction rate for extrapolation**, established on the basis of the systemic or recurrent errors and the principle of proportionality.

The beneficiary concerned has **60 days** from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method/rate**.

On the basis of this, the granting authority will analyse the impact and decide on the implementation (i.e. start rejection or grant reduction procedures, either on the basis of the revised financial statements or the announced/alternative method/rate or a mix of those; see Articles 27 and 28).

#### 25.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, lump sum contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

#### **ARTICLE 26 — IMPACT EVALUATIONS**

### 26.1 Impact evaluation

The granting authority may carry out impact evaluations of the action, measured against the objectives and indicators of the EU programme funding the grant.

Such evaluations may be started during implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiaries and will be considered to start on the date of the notification.

If needed, the granting authority may be assisted by independent outside experts.

The coordinator or beneficiaries must provide any information relevant to evaluate the impact of the action, including information in electronic format.

#### 26.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the granting authority may apply the measures described in Chapter 5.

# CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

#### SECTION 1 REJECTIONS AND GRANT REDUCTION

#### ARTICLE 27 — REJECTION OF CONTRIBUTIONS

#### 27.1 Conditions

The granting authority will — at interim payment, final payment or afterwards — reject any lump sum contributions which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 25).

The rejection may also be based on the extension of findings from other grants to this grant (see Article 25).

Ineligible lump sum contributions will be rejected.

#### 27.2 Procedure

If the rejection does not lead to a recovery, the granting authority will formally notify the coordinator or beneficiary concerned of the rejection, the amounts and the reasons why. The coordinator or beneficiary concerned may — within 30 days of receiving notification — submit observations if it disagrees with the rejection (payment review procedure).

If the rejection leads to a recovery, the granting authority will follow the contradictory procedure with pre-information letter set out in Article 22.

#### 27.3 Effects

If the granting authority rejects lump sum contributions, it will deduct them from the lump sum contributions declared and then calculate the amount due (and, if needed, make a recovery; see Article 22).

# **ARTICLE 28 — GRANT REDUCTION**

#### 28.1 Conditions

The granting authority may — at beneficiary termination, final payment or afterwards — reduce the grant for a beneficiary, if:

- (a) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed in other EU grants awarded to it under similar conditions systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5).

The amount of the reduction will be calculated for each beneficiary concerned and proportionate to the seriousness and the duration of the errors, irregularities or fraud or breach of obligations, by applying an individual reduction rate to their accepted EU contribution.

#### 28.2 Procedure

If the grant reduction does not lead to a recovery, the granting authority will formally notify the coordinator or beneficiary concerned of the reduction, the amount to be reduced and the reasons why. The coordinator or beneficiary concerned may — within 30 days of receiving notification — submit observations if it disagrees with the reduction (payment review procedure).

If the grant reduction leads to a recovery, the granting authority will follow the contradictory procedure with pre-information letter set out in Article 22.

# 28.3 Effects

If the granting authority reduces the grant, it will deduct the reduction and then calculate the amount due (and, if needed, make a recovery; see Article 22).

#### **SECTION 2** SUSPENSION AND TERMINATION

# **ARTICLE 29 — PAYMENT DEADLINE SUSPENSION**

#### 29.1 Conditions

The granting authority may — at any moment — suspend the payment deadline if a payment cannot be processed because:

- (a) the required report (see Article 21) has not been submitted or is not complete or additional information is needed
- (b) there are doubts about the amount to be paid (e.g. ongoing extension procedure, queries about eligibility, need for a grant reduction, etc.) and additional checks, reviews, audits or investigations are necessary, or
- (c) there are other issues affecting the EU financial interests.

#### 29.2 Procedure

The granting authority will formally notify the coordinator of the suspension and the reasons why.

The suspension will **take effect** the day the notification is sent.

If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** — and the remaining time to pay (see Data Sheet, Point 4.2) will resume.

If the suspension exceeds two months, the coordinator may request the granting authority to confirm if the suspension will continue.

If the payment deadline has been suspended due to the non-compliance of the report and the revised report is not submitted (or was submitted but is also rejected), the granting authority may also terminate the grant or the participation of the coordinator (see Article 32).

#### **ARTICLE 30 — PAYMENT SUSPENSION**

#### 30.1 Conditions

The granting authority may — at any moment — suspend payments, in whole or in part for one or more beneficiaries, if:

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed in other EU grants awarded to it under similar conditions systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5).

If payments are suspended for one or more beneficiaries, the granting authority will make partial payment(s) for the part(s) not suspended. If suspension concerns the final payment, the payment (or

recovery) of the remaining amount after suspension is lifted will be considered to be the payment that closes the action.

#### 30.2 Procedure

Before suspending payments, the granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to suspend payments and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

At the end of the suspension procedure, the granting authority will also inform the coordinator.

The suspension will **take effect** the day after the confirmation notification is sent.

If the conditions for resuming payments are met, the suspension will be **lifted**. The granting authority will formally notify the beneficiary concerned (and the coordinator) and set the suspension end date.

During the suspension, no prefinancing will be paid to the beneficiaries concerned. For interim payments, the periodic reports for all reporting periods except the last one (see Article 21) must not contain any financial statements from the beneficiary concerned (or its affiliated entities). The coordinator must include them in the next periodic report after the suspension is lifted or — if suspension is not lifted before the end of the action — in the last periodic report.

#### **ARTICLE 31 — GRANT AGREEMENT SUSPENSION**

#### 31.1 Consortium-requested GA suspension

# 31.1.1 Conditions and procedure

The beneficiaries may request the suspension of the grant or any part of it, if exceptional circumstances — in particular *force majeure* (see Article 35) — make implementation impossible or excessively difficult.

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the date the suspension takes effect; this date may be before the date of the submission of the amendment request and
- the expected date of resumption.

The suspension will **take effect** on the day specified in the amendment.

Once circumstances allow for implementation to resume, the coordinator must immediately request another **amendment** of the Agreement to set the suspension end date, the resumption date (one day

after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the amendment. This date may be before the date of the submission of the amendment request.

During the suspension, no prefinancing will be paid. Moreover, no work may be done. Ongoing work packages must be interrupted and no new work packages may be started.

#### 31.2 EU-initiated GA suspension

#### 31.2.1 Conditions

The granting authority may suspend the grant or any part of it, if:

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed in other EU grants awarded to it under similar conditions systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5)
- (c) other:
  - (i) linked action issues: not applicable
  - (ii) additional GA suspension grounds: not applicable.

#### 31.2.2 Procedure

Before suspending the grant, the granting authority will send a **pre-information letter** to the coordinator:

- formally notifying the intention to suspend the grant and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

The suspension will **take effect** the day after the confirmation notification is sent (or on a later date specified in the notification).

Once the conditions for resuming implementation of the action are met, the granting authority will formally notify the coordinator a **lifting of suspension letter**, in which it will set the suspension end date and invite the coordinator to request an amendment of the Agreement to set the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the lifting of suspension letter. This date may be before the date on which the letter is sent.

During the suspension, no prefinancing will be paid. Moreover, no work may be done. Ongoing work packages must be interrupted and no new work packages may be started.

The beneficiaries may not claim damages due to suspension by the granting authority (see Article 33).

Grant suspension does not affect the granting authority's right to terminate the grant or a beneficiary (see Article 32) or reduce the grant (see Article 28).

#### ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION

# 32.1 Consortium-requested GA termination

# 32.1.1 Conditions and procedure

The beneficiaries may request the termination of the grant.

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the date the consortium ends work on the action ('end of work date') and
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

The termination will **take effect** on the termination date specified in the amendment.

If no reasons are given or if the granting authority considers the reasons do not justify termination, it may consider the grant terminated improperly.

#### **32.1.2 Effects**

The coordinator must — within 60 days from when termination takes effect — submit a **periodic report** (for the open reporting period until termination).

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the lump sum contributions for activities implemented before the end of work date (see Article 22). Partial lump sum contributions for work packages that were not completed (e.g. due to technical reasons) may exceptionally be taken into account.

If the granting authority does not receive the report within the deadline, only lump sum contributions which are included in an approved periodic report will be taken into account (no contributions if no periodic report was ever approved).

Improper termination may lead to a grant reduction (see Article 28).

After termination, the beneficiaries' obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 41 (assignment of claims)) continue to apply.

#### 32.2 Consortium-requested beneficiary termination

# 32.2.1 Conditions and procedure

The coordinator may request the termination of the participation of one or more beneficiaries, on request of the beneficiary concerned or on behalf of the other beneficiaries.

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the opinion of the beneficiary concerned (or proof that this opinion has been requested in writing)
- the date the beneficiary ends work on the action ('end of work date')
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

If the termination concerns the coordinator and is done without its agreement, the amendment request must be submitted by another beneficiary (acting on behalf of the consortium).

The termination will **take effect** on the termination date specified in the amendment.

If no information is given or if the granting authority considers that the reasons do not justify termination, it may consider the beneficiary to have been terminated improperly.

#### **32.2.2 Effects**

The coordinator must — within 60 days from when termination takes effect — submit:

- (i) a report on the distribution of payments to the beneficiary concerned
- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work
- (iii) a second **request for amendment** (see Article 39) with other amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

The granting authority will calculate the amount due to the beneficiary on the basis of the reports submitted in previous interim payments (i.e. beneficiary's lump sum contributions for completed and approved work packages).

Lump sum contributions for ongoing/not yet completed work packages will have to be included in the periodic report for the next reporting periods when those work packages have been completed.

If the granting authority does not receive the report on the distribution of payments within the deadline, it will consider that:

- the coordinator did not distribute any payment to the beneficiary concerned and that
- the beneficiary concerned must not repay any amount to the coordinator.

If the second request for amendment is accepted by the granting authority, the Agreement is **amended** to introduce the necessary changes (see Article 39).

If the second request for amendment is rejected by the granting authority (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the grant may be terminated (see Article 32).

Improper termination may lead to a reduction of the grant (see Article 31) or grant termination (see Article 32).

After termination, the concerned beneficiary's obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 41 (assignment of claims)) continue to apply.

# 32.3 EU-initiated GA or beneficiary termination

#### 32.3.1 Conditions

The granting authority may terminate the grant or the participation of one or more beneficiaries, if:

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40)
- (b) a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)
- (c) following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (d) implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (e) a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)
- (f) a beneficiary (or person with unlimited liability for its debts) is in breach of social security or tax obligations
- (g) a beneficiary (or person having powers of representation, decision-making or control, or person

essential for the award/implementation of the grant) has been found guilty of grave professional misconduct

- (h) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
- (i) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)
- (j) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.)
- (k) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed in other EU grants awarded to it under similar conditions systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5)
- (l) despite a specific request by the granting authority, a beneficiary does not request through the coordinator an amendment to the Agreement to end the participation of one of its affiliated entities or associated partners that is in one of the situations under points (d), (f), (e), (g), (h), (i) or (j) and to reallocate its tasks, or

#### (m) other:

- (i) linked action issues: not applicable
- (ii) additional GA termination grounds: not applicable.

#### 32.3.2 Procedure

Before terminating the grant or participation of one or more beneficiaries, the granting authority will send a **pre-information letter** to the coordinator or beneficiary concerned:

- formally notifying the intention to terminate and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the termination and the date it will take effect (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

For beneficiary terminations, the granting authority will — at the end of the procedure — also inform the coordinator.

The termination will **take effect** the day after the confirmation notification is sent (or on a later date specified in the notification; 'termination date').

#### **32.3.3** Effects

## (a) for **GA termination**:

The coordinator must — within 60 days from when termination takes effect — submit a **periodic report** (for the last open reporting period until termination).

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the lump sum contributions for activities implemented before termination takes effect (see Article 22). Partial lump sum contributions for work packages that were not completed (e.g. due to technical reasons) may exceptionally be taken into account

If the grant is terminated for breach of the obligation to submit reports, the coordinator may not submit any report after termination.

If the granting authority does not receive the report within the deadline, only lump sum contributions which are included in an approved periodic report will be taken into account (no contributions if no periodic report was ever approved).

Termination does not affect the granting authority's right to reduce the grant (see Article 28) or to impose administrative sanctions (see Article 34).

The beneficiaries may not claim damages due to termination by the granting authority (see Article 33).

After termination, the beneficiaries' obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 41 (assignment of claims)) continue to apply.

# (b) for beneficiary termination:

The coordinator must — within 60 days from when termination takes effect — submit:

- (i) a **report on the distribution of payments** to the beneficiary concerned
- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work
- (iii) a **request for amendment** (see Article 39) with any amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

The granting authority will calculate the amount due to the beneficiary on the basis of the

reports submitted in previous interim payments (i.e. beneficiary's lump sum contributions for completed and approved work packages).

Lump sum contributions for ongoing/not yet completed work packages will have to be included in the periodic report for the next reporting periods when those work packages have been completed.

If the granting authority does not receive the report on the distribution of payments within the deadline, it will consider that:

- the coordinator did not distribute any payment to the beneficiary concerned and that
- the beneficiary concerned must not repay any amount to the coordinator.

If the request for amendment is accepted by the granting authority, the Agreement is **amended** to introduce the necessary changes (see Article 39).

If the request for amendment is rejected by the granting authority (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the grant may be terminated (see Article 32).

After termination, the concerned beneficiary's obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 41 (assignment of claims)) continue to apply.

# SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS

#### ARTICLE 33 — DAMAGES

# 33.1 Liability of the granting authority

The granting authority cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of the implementation of the Agreement, including for gross negligence.

The granting authority cannot be held liable for any damage caused by any of the beneficiaries or other participants involved in the action, as a consequence of the implementation of the Agreement.

# 33.2 Liability of the beneficiaries

The beneficiaries must compensate the granting authority for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement, provided that it was caused by gross negligence or wilful act.

The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

#### ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 135 to 145 EU Financial Regulation 2018/1046 and Articles 4 and 7 of Regulation 2988/95<sup>18</sup>).

#### **SECTION 4 FORCE MAJEURE**

#### ARTICLE 35 — FORCE MAJEURE

A party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of other participants involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

#### **CHAPTER 6 FINAL PROVISIONS**

#### ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

#### 36.1 Forms and means of communication — Electronic management

EU grants are managed fully electronically through the EU Funding & Tenders Portal ('Portal').

All communications must be made electronically through the Portal in accordance with the Portal Terms and Conditions and using the forms and templates provided there (except if explicitly instructed otherwise by the granting authority).

Communications must be made in writing and clearly identify the grant agreement (project number and acronym).

Communications must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons, each beneficiary must have designated — before the signature of

<sup>&</sup>lt;sup>18</sup> Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

this Agreement — a 'legal entity appointed representative (LEAR)'. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

If the electronic exchange system is temporarily unavailable, instructions will be given on the Portal.

#### 36.2 Date of communication

The sending date for communications made through the Portal will be the date and time of sending, as indicated by the time logs.

The receiving date for communications made through the Portal will be the date and time the communication is accessed, as indicated by the time logs. Formal notifications that have not been accessed within 10 days after sending, will be considered to have been accessed (see Portal Terms and Conditions).

If a communication is exceptionally made on paper (by e-mail or postal service), general principles apply (i.e. date of sending/receipt). Formal notifications by registered post with proof of delivery will be considered to have been received either on the delivery date registered by the postal service or the deadline for collection at the post office.

If the electronic exchange system is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline.

#### 36.3 Addresses for communication

The Portal can be accessed via the Europa website.

The address for paper communications to the granting authority (if exceptionally allowed) is the official mailing address indicated on its website.

For beneficiaries, it is the legal address specified in the Portal Participant Register.

# ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

The provisions in the Data Sheet take precedence over the rest of the Terms and Conditions of the Agreement.

Annex 5 takes precedence over the Terms and Conditions.

The Terms and Conditions take precedence over the Annexes other than Annex 5.

Annex 2 takes precedence over Annex 1.

# ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES

In accordance with Regulation No 1182/71<sup>19</sup>, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

The day during which that event occurs is not considered as falling within the period.

<sup>&</sup>lt;sup>19</sup> Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).

'Days' means calendar days, not working days.

#### **ARTICLE 39 — AMENDMENTS**

#### 39.1 Conditions

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

Amendments may be requested by any of the parties.

#### 39.2 Procedure

The party requesting an amendment must submit a request for amendment signed directly in the Portal Amendment tool.

The coordinator submits and receives requests for amendment on behalf of the beneficiaries (see Annex 3). If a change of coordinator is requested without its agreement, the submission must be done by another beneficiary (acting on behalf of the other beneficiaries).

The request for amendment must include:

- the reasons why
- the appropriate supporting documents and
- for a change of coordinator without its agreement: the opinion of the coordinator (or proof that this opinion has been requested in writing).

The granting authority may request additional information.

If the party receiving the request agrees, it must sign the amendment in the tool within 45 days of receiving notification (or any additional information the granting authority has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment takes effect on the date of entry into force or other date specified in the amendment.

# ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

#### 40.1 Accession of the beneficiaries mentioned in the Preamble

The beneficiaries which are not coordinator must accede to the grant by signing the accession form (see Annex 3) directly in the Portal Grant Preparation tool, within 30 days after the entry into force of the Agreement (see Article 44).

They will assume the rights and obligations under the Agreement with effect from the date of its entry into force (see Article 44).

If a beneficiary does not accede to the grant within the above deadline, the coordinator must — within 30 days — request an amendment (see Article 39) to terminate the beneficiary and make any changes necessary to ensure proper implementation of the action. This does not affect the granting authority's right to terminate the grant (see Article 32).

#### 40.2 Addition of new beneficiaries

In justified cases, the beneficiaries may request the addition of a new beneficiary.

For this purpose, the coordinator must submit a request for amendment in accordance with Article 39. It must include an accession form (see Annex 3) signed by the new beneficiary directly in the Portal Amendment tool.

New beneficiaries will assume the rights and obligations under the Agreement with effect from the date of their accession specified in the accession form (see Annex 3).

Additions are also possible in mono-beneficiary grants.

#### ARTICLE 41 — TRANSFER OF THE AGREEMENT

In justified cases, the beneficiary of a mono-beneficiary grant may request the transfer of the grant to a new beneficiary, provided that this would not call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

The beneficiary must submit a request for **amendment** (see Article 39), with

- the reasons why
- the accession form (see Annex 3) signed by the new beneficiary directly in the Portal Amendment tool and
- additional supporting documents (if required by the granting authority).

The new beneficiary will assume the rights and obligations under the Agreement with effect from the date of accession specified in the accession form (see Annex 3).

# ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY

The beneficiaries may not assign any of their claims for payment against the granting authority to any third party, except if expressly approved in writing by the granting authority on the basis of a reasoned, written request by the coordinator (on behalf of the beneficiary concerned).

If the granting authority has not accepted the assignment or if the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiaries from their obligations towards the granting authority.

#### ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

#### 43.1 Applicable law

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Belgium.

Special rules may apply for beneficiaries which are international organisations (if any; see Data Sheet, Point 5).

# 43.2 Dispute settlement

If a dispute concerns the interpretation, application or validity of the Agreement, the parties must bring action before the EU General Court — or, on appeal, the EU Court of Justice — under Article 272 of the Treaty on the Functioning of the EU (TFEU).

For non-EU beneficiaries (if any), such disputes must be brought before the courts of Brussels, Belgium — unless an international agreement provides for the enforceability of EU court judgements.

For beneficiaries with arbitration as special dispute settlement forum (if any; see Data Sheet, Point 5), the dispute will — in the absence of an amicable settlement — be settled in accordance with the Rules for Arbitration published on the Portal.

If a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 22 and 34), the beneficiaries must bring action before the General Court — or, on appeal, the Court of Justice — under Article 263 TFEU.

For grants where the granting authority is an EU executive agency (see Preamble), actions against offsetting and enforceable decisions must be brought against the European Commission (not against the granting authority; see also Article 22).

### **ARTICLE 44 — ENTRY INTO FORCE**

The Agreement will enter into force on the day of signature by the granting authority or the coordinator, depending on which is later.

**SIGNATURES** 

For the coordinator

For the granting authority



ANNEX 1



# Citizens, Equality, Rights and Values Programme (CERV)

# **Description of the action (DoA)**

Part A

Part B

# **DESCRIPTION OF THE ACTION (PART A)**

# **COVER PAGE**

Part A of the Description of the Action (DoA) must be completed directly on the Portal Grant Preparation screens.

PROJECT	PROJECT						
Grant Preparation (General Information screen) — Enter the info.							
Project number:	101053547						
Project name:	Young people in the mill						
Project acronym:	Young of EU						
Call:	CERV-2021-CITIZENS-TOWN						
Topic:	CERV-2021-CITIZENS-TOWN-TT						
Type of action:	CERV-LS						
Service:	EACEA/B/03						
Project starting date: first day of the month following the entry into force date							
Project duration:	9 months						

# **TABLE OF CONTENTS**

Project summary	3
List of participants	3
List of work packages	4
Staff effort	6
List of deliverables	7
List of milestones (outputs/outcomes)	10
List of critical risks	10

#### PROJECT SUMMARY

#### **Project summary**

Grant Preparation (General Information screen) — Provide an overall description of your project (including context and overall objectives, planned activities and main achievements, and expected results and impacts (on target groups, change procedures, capacities, innovation etc.)). This summary should give readers a clear idea of what your project is about.

Use the project summary from your proposal.

#### asdds

The project aims to facilitate the, to give citizens the opportunity to discover the cultural diversity of the European Union and to understand that European values and cultural heritage are the basis of a common future and guarantee peaceful relations between Europeans. and to ensure their active participation at local level, to strengthen mutual understanding and friendship between European citizens, to strengthen cooperation between local authorities and to strengthen their position in the European integration process.

The project partnership is based on past collaboration, which has produced a number of positive outcomes in the form of successful events, with results that have had a positive impact not only on the collaboration of the partners but also on the real lives of the twin residents.

Based on the cooperation, the main objectives of the project have been developed in line with the objectives of this call:

- -Supporting cultural diversity
- -Facilitating the exchange of information
- -Strengthening mutual understanding and friendship, strengthening peaceful relations between Europeans, promoting European cohesion, through open debates on the future of Europe, expressing citizens' views on what they want from Europe for themselves, how they want to live in cooperation with other nations.
- -An important aspect of the project is the reference to persistent gender inequality between men and women
- To raise awareness in order to support the building of collective immunity, which is one way of combating the COVID 19 epidemic.

#### LIST OF PARTICIPANTS

#### **PARTICIPANTS**

Grant Preparation (Beneficiaries screen) — Enter the info.

Number	Role	Short name	Legal name	Country	PIC
1	COO	JANOSSOMORJA	JANOSSOMORJA VAROS ONKORNMANYZATA	HU	917514465
2	AP	Úľany	OBEC VELKE ULANY	SK	938404967
3	AP	Andau	Marktgemeinde Andau	AT	938308840

# LIST OF WORK PACKAGES

# Work packages

Grant Preparation (Work Packages screen) — Enter the info.

Work Package No	Work Package name	Lead Beneficiary		Start Month	End Month	Deliverable No(s)
WP1	Young of EU	1 - JANOSSOMORJA	1.00	1	9	D1.1

# Work package WP1 - Young of EU

Work Package Number	WP1	Lead Beneficiary	1. JANOSSOMORJA
Work Package Name	Young of EU		
Start Month	1	End Month	9

#### **Objectives**

Supporting cultural diversity

Facilitating the exchange of information

Strengthening mutual understanding and friendship, strengthening peaceful relations between Europeans, promoting European cohesion

To save the cult but abandoned building as an event venue

#### Description

#### T1.1

Event preparation

Preparatory work includes the establishment of statutes for participating, cooperation with the city, the organizers, together they would build the camp, decorate the concert hall serving as the venue of the festival, building, would be prepared for the joint programs of the coming days

Municipality of Jánossomorja

#### T1.2

Young people in Europe

Programs are not organized for outsiders, only for young people - not only the organizers, but the whole teams take part in it. About building a stronger partnership with partners. Free exchange of views on democracy and its potential in Europe. Motivating young people to build a better, better European future with their active participation and ideas Municipality of Jánossomorja, Municipality of Veľké Úľany, Municipality of Andau

#### T1.3

Meeting of culture

The project partners are presented the nationality and country

Municipality of Jánossomorja, Municipality of Veľké Úľany, Municipality of Andau

#### T1.4

European vision and multilingualism as an EU value

Cultural cavalcade takes place with the participation of partners' performers and local and regional performers

Cultural programs are now completely publicly and for free

Opportunity to share the thoughts of the young people and the messages of the two-day project with the general public Strengthen cooperation between young people in the affected area

Forging the young community of Jánossomorja into unity through the work of organizers

Strengthening cooperation between municipalities through young people

Creating a meeting for young people in the mill on a regular basis

Municipality of Jánossomorja, Municipality of Veľké Úľany, Municipality of Andau

# **STAFF EFFORT**

# Staff effort per participant

Grant Preparation (Work packages - Effort screen) — Enter the info.

Participant	WP1	<b>Total Person-Months</b>
1 - JANOSSOMORJA	1.00	1.00
<b>Total Person-Months</b>	1.00	1.00

# LIST OF DELIVERABLES

#### **Deliverables**

Grant Preparation (Deliverables screen) — Enter the info.

The labels used mean:

Public — fully open ( automatically posted online)

Sensitive — limited under the conditions of the Grant Agreement

EU classified —RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision 2015/444

Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Туре	Dissemination Level	Due Date (month)
D1.1	Young people in the mill	WP1	1 - JANOSSOMORJA	OTHER	PU - Public	1

## Deliverable - Young people in the mill

<b>Deliverable Number</b>	D1.1	Lead Beneficiary	1. JANOSSOMORJA		
<b>Deliverable Name</b>	Young people in the mill				
Туре	OTHER	<b>Dissemination Level</b>	PU - Public		
Due Date (month)	1	Work Package No	WP1		

#### **Description**

Title of the event: Young people in the mill Place: Municipality of Jánossomorja

Indicative dates of the event: 07/09/2022 - 10/09/2022

Brief description / agenda of the event(s):

DAY 0 - Wednesday – on 7.9 2022 the organizing teams of the participating partners would meet, in cooperation with the city, the organizers, together they would build the camp, decorate the concert hall serving as the venue of the festival, building, would be prepared for the joint programs of the coming days.

DAY 1 - Thursday – on 8.9 2022 the topic will be the self-organization, democracy and opportunities among young people in Europe.

This days programs are not organized for outsiders, only for young people - not only the organizers, but the whole teams take part in it.

This day is about team building programs. About building a stronger partnership with partners. Free exchange of views on democracy and its potential in Europe. Motivating young people to build a better, better European future with their active participation and ideas.

#### Activities:

Project day with fun, relaxed quizzes, where we assess our general knowledge of the function of the European Union as an institution, an informal lecture, a campfire free discussion on the future of the European Union in the evening, acoustic concerts, garden cinema.

#### DAY 2 - Friday On 09.09.2022, the theme is the meeting of cultures.

- -On the second day, the European Union, resp. the nationality and country of the project partners are presented. Here, the partners present their country one by one and focus on the EU, highlighting the importance of Member States and, from a subjective point of view, its positive role, not only for states but especially for the population.
- -The mission of the project is to involve participants in the union by explaining and understanding the concepts that are key and most of the citizens are not well informed. The program harmonium is set up to cover each topic at the end to form an understandable set of information that conveys to participants the EU ideology itself, making its function and key importance understandable.

#### DAY 3 - Activities:

- programs for young people only until the early afternoon, but also announced for young people arriving independently from the area and the settlements.
- Multilingual lectures cover current and inclusive topics such as Euroscepticism, gender equality and its manifestations in everyday life, manifestations of discrimination in certain areas of social life and how racism affects the common social life, the role and use of eurofunds and their impact on citizens.
- project day with cheerful quizzes, informal performance, evening concert with performers representing the spirit of the theme, building projection with relevant materials

Number of countries involved: 3

Estimated number of individual direct participants: 4200

Estimated number of invited/international participants per country:

JANOSSOMORJA VAROS ONKORNMANYZATA - 3900

OBEC VELKE ULANY - 250

Marktgemeinde Andau - 50

Brief description of Target groups: The project aims to address the general public, regardless of age. The project focuses on all ages and on motivating the younger generation as it represents the future of Europe, but also on middle-aged and older people. We pay special attention to training and educating children as children are our future and then they will shape the image of tomorrow. General information is not age dependent. We want to pay more attention to issues relating to the European Union and European citizenship, to strengthening intercultural dialogue, to promoting the active participation of citizens in society and to thinking about the future of the European Union.

#### Dissemination activities:

- Propagation materials will be prepared to start the propagation. They are made up of flyers, posters, billboard-sized advertisements, invitations, diplomas for the honorary representatives of the partners. These will be produced in trilingual mutations (HU, SK. DE)
- The brochure is published electronically on the websites of our partners
- Memorabilia is essential for propaganda so that even in this way, over time, participants recall the importance and idea of the set of events in question.
- -We place special emphasis on making a commemorative film about the project, which will be recorded in DVD format.
- Participants will be presented with souvenirs consisting of mugs, pens, keychains, a mouth mask with the logo of the project, and magnets. The souvenirs and other propaganda materials will be provided with the logo of the European Union to inform the participants that the project was supported by and thanks to the support of the European Union.
- -diesemination will be provide as well on social media

Outputs: https://www.janossomorja.hu/

# **LIST OF MILESTONES**

#### Milestones

Grant Preparation (Milestones screen) — Enter the info.

Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
1	Young of EU	WP1	1-JANOSSOMORJA	The aim of the project is to bring together different nationalities and teach individual citizens to cooperate with each other in order to advance the European Union. The outputs of individual activities will be evaluated by the representatives of the partners and the summary together with the photo documentation will be published on the applicant's website.	

# LIST OF CRITICAL RISKS

# Critical risks & risk management strategy

Grant Preparation (Critical Risks screen) — Enter the info.

Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
1	N/A	WP1	N/A





# Citizens, Equality, Rights and Values Programme (CERV)

# **Application Form**

Technical Description (Part B)

(CERV Standard)

Version 1.0 o1 April 2021

#### Disclaimer

This document is aimed at informing applicants for EU funding. It serves only as an example. The actual web forms and templates are provided in the Funding & Tenders Portal Submission System (and may contain certain differences). The applications (including annexes and supporting documents) must be prepared and submitted online via the Portal.

EU Grants: Application form (CERV): V1.0 - 01.04.2021

#### **IMPORTANT NOTICE**

#### What is the Application Form?

The Application Form is the template for EU grants applications; it must be submitted via the EU Funding & Tenders Portal before the call deadline.

The Form consists of 2 parts:.

- Part A contains structured administrative information
- Part B is a narrative technical description of the project.

Part A is generated by the IT system. It is based on the information which you enter into the Portal Submission System screens

Part B needs to be uploaded as PDF (+ annexes) in the Submission System. The templates to use are available there.

#### How to prepare and submit it?

The Application Form must be prepared by the consortium and submitted by a representative. Once submitted, you will receive a confirmation.

#### Character and page limits:

- page limit normally 45 pages (unless otherwise provided in the Call document)
- supporting documents can be provided as an annex and do not count towards the page limit
- minimum font size Arial 9 points
- page size: A4
- margins (top, bottom, left and right): at least 15 mm (not including headers & footers).

Please abide by the formatting rules. They are NOT a target! Keep your text as concise as possible. Do not use hyperlinks to show information that is an essential part of your application.

⚠ If you attempt to upload an application that exceeds the specified limit, you will receive an automatic warning asking you to shorten and re-upload your application. For applications that are not shortened, the excess pages will be made invisible and thus disregarded by the evaluators.

⚠ Please do NOT delete any instructions in the document. The overall page limit has been raised to ensure equal treatment of all applicants.

# **TECHNICAL DESCRIPTION (PART B)**

# **COVER PAGE**

Part B of the Application Form must be downloaded from the Portal Submission System, completed and then assembled and re-uploaded as PDF in the system.

Note: Please read carefully the conditions set out in the Call document (for open calls: published on the Portal). Pay particular attention to the award criteria; they explain how the application will be evaluated.

PROJECT	
Project name:	Young people in the mill
Project acronym:	Young of EU
Coordinator contact:	Lőrincz György], The municipality of Jásnossomorja

#### **TABLE OF CONTENTS**

TECHNICAL DESCRIPTION (PART B)	3
COVER PAGE	3
PROJECT SUMMARY	4
1. RELEVANCE	
1.1 Background and general objectives	
1.2 Needs analysis and specific objectives	5
1.3 Complementarity with other actions and innovation — European added value	6
2. QUALITY	8
2.1 Concept and methodology	8
2.2 Consortium set-up	8
2.3 Project teams, staff and experts	8
Lőrincz György - mayor	9
2.4 Consortium management and decision-making	9
2.5 Project management, quality assurance and monitoring and evaluation strategy	10
2.6 Cost effectiveness and financial management	11
2.7 Risk management	
3. IMPACT	
3.1 Impact and ambition	12
3.2 Communication, dissemination and visibility	
3.3 Sustainability and continuation	14
4. WORK PLAN, WORK PACKAGES, TIMING AND SUBCONTRACTING	
4.1 Work plan	15
4.2 Work packages and activities	17
Work Package 1	18
Work Package	23
Overview of Work Packages (n/a for Lump Sum Grants)	
4.3 Timetable	24
4.4 Subcontracting	26

EU Grants: Application form (CERV): V1.0 - 01.04.2021

	5. OTHER	27
	5.1 Ethics and EU values	27
	5.2 Security	27
	6. DECLARATIONS	28
_	ANNEXES	20

#### PROJECT SUMMARY

#### **Project summary**

See Abstract (Application Form Part A).

#### 1. RELEVANCE

#### 1.1 Background and general objectives

#### Background and general objectives

Describe the background and rationale of the project.

How is the project relevant to the scope of the call? How does the project address the general objectives of the call? What is the project's contribution to the priorities of the call?

Which target groups will be supported/assisted by/in the project. Why have you chosen to focus on them?

The project aims to facilitate the, to give citizens the opportunity to discover the cultural diversity of the European Union and to understand that European values and cultural heritage are the basis of a common future and guarantee peaceful relations between Europeans, and to ensure their active participation at local level, to strengthen mutual understanding and friendship between European citizens, to strengthen cooperation between local authorities and to strengthen their position in the European integration process.

For the 9th year in a row, the civilians of Jánossomorja have been organizing the Collapse Flowers Mill Festival in the building of an empty rolling mill, which is a monument of the city's industrial history. The goal is to save the cultic but abandoned building as an event venue and put it at the service of society. On the 10th anniversary, the event would focus on young people, reviving the spirit of the highly successful Hanseatic Youth Meetings held here between 2000 and 2011, which to this day defines the cooperation, social and settlement relations of the young people of the region.

In 2021, the City of Jánossomorja launched a new youth program to re-strengthen the youth community of the region and the city, involving the 12-25 year olds in the public life of the city, encouraging international connections for the city's youth - which had a long tradition around 2010. The beginning of this confirmatory process is the meeting, which can be followed by new ones later.

The project partnership is based on past collaboration, which has produced a number of positive outcomes in the form of successful events, with results that have had a positive impact not only on the collaboration of the partners but also on the real lives of the twin residents.

Following this cooperation, and in order to do so, we would like to continue this established and inspiring cooperation based on our solid partnership foundations.

Based on the cooperation, the main objectives of the project have been developed in line with the objectives of this call:

-Supporting cultural diversity - which will be presented as part of a cultural event as the subject of a project in which we want to bring together people of different nationalities and languages through intercultural dialogue. The project will therefore increase the richness of Europe's cultural and linguistic

environment. In doing so, we want to promote mutual understanding and tolerance and thus contribute to a diverse European identity and respect for common values, democracy and fundamental rights,

-Facilitating the exchange of information - We want to ensure that perceptions can be overcome at national level by promoting mutual understanding through discussion forums and presentations. We see the way in supporting solidarity as a fundamental pillar of the EU that creates cohesion and responds to societal challenges. The purpose of this point is to draw attention to the importance of supporting the EU integration process based on solidarity. The debates take place in a democratic exchange of views, in which the views of all participants are valued equally, regardless of their gender, age or ethnic background. As a result of the discussions, we expect real suggestions from the participants, who will at the same time fight Euroscepticism. We want to create an opportunity to promote projects by promoting mutual understanding and solutions in a constructive way.

-Strengthening mutual understanding and friendship, strengthening peaceful relations between Europeans, promoting European cohesion, through open debates on the future of Europe, expressing citizens' views on what they want from Europe for themselves, how they want to live in cooperation with other nations. An important aspect of the project is the reference to persistent gender inequality between men and women, the positive curve of which has been negatively affected by the COVID19 epidemic. By referring to the equal rights of men and women in different areas of social life, this decline could be reversed. However, we also point to other forms of discrimination, such as discrimination against people with disabilities and national minorities,

-Since the COVID19 pandemic and its mutations have become an active part of social life as well as the life of the individual, the project will be provided in accordance with the pandemic precautions in force at the time. Among other things, however, basic precautions are provided, the event is provided with an adequate amount of disinfectant, mouth masks, and more frequent disinfection of contact areas and toilets is ensured. The event will be a living manifestation of the need for mutual protection and a way to face this modern challenge that calls for citizens to belong together for common security and health. During the discussions, there will be an opportunity to tell the stories of individuals about how the epidemic affected their lives and how it affected the life of the local community. The aim is also to raise awareness in order to support the building of collective immunity, which is one way of combating the COVID 19 epidemic.

The project aims to address the general public, regardless of age. The project focuses on all ages and on motivating the younger generation as it represents the future of Europe, but also on middle-aged and older people. We pay special attention to training and educating children as children are our future and then they will shape the image of tomorrow. General information is not age dependent. We want to pay more attention to issues relating to the European Union and European citizenship, to strengthening intercultural dialogue, to promoting the active participation of citizens in society and to thinking about the future of the European Union.

Given that the partners have already been successful in working together, the project focuses on specific issues in addition to the above, namely the protection of children and young people and forms of discrimination. We want to actively involve participants in the programs, not only to inform them, but also to increase the level of information about the European Union. This project will also make it possible to measure the awareness of the EU population. We would like to invite speakers, historians, teachers, politicians to pass on their knowledge to the participants in order to gain the best knowledge and experience and, above all, to be able to actively answer questions on the topic. The overall goal is to attract as many participants as possible to the event.

## 1.2 Needs analysis and specific objectives

Needs analysis and specific objectives (n/a for Programme Contact Points)

Provide a needs assessment. A need is a gap between what is and what should/ would be helpful or useful.

The needs assessment should be your starting point. Specify what needs will be addressed and how they have been identified. It should be specific and focus on the actual needs of the target group. It should include relevant, reliable data and, a robust analysis clearly demonstrating the need for the action (therefore, avoid references to generic statements and information about the problems and needs of the target group). The needs assessment should incorporate gender equality issues and non-discrimination considerations that identify the differences between and among women and men, girls and boys, in terms of their relative position in society and the distribution of resources, opportunities, constraints and power in a given context. The data supporting the needs assessment should be dissaggregated by sex, as well as age or disability, whenever possible. You can refer to existing research, studies and previous projects that already demonstrate the need for action.

If your project is supported by a public authority, annex the Letter of support.

As part of the project, we would like to reflect on the current needs of social life. COVID19 had an impact on our daily lives. Through this project, we want to raise awareness at global level of the need and importance of epidemic protection and the need to protect each other. We would like to reinforce the need for collective immunity by referring to collective responsibility. The proportion of vaccinations in Hungary is relatively high and plays a leading role among European countries. As part of the partnership and in order to maintain good relations, we would therefore highlight the experience with the need for vaccination, especially for the residents of the Slovak partner. Slovakia has a relatively low vaccination rate against COVID19 compared to other countries, and the current vaccination rate of the Slovak population is 41.18%. Therefore, in close cooperation with other partners, we would like to exchange mutual experiences and information so that we can improve the level of the ratio. Through therapists and volunteers, we want to mitigate the negative impact of the epidemic on real life, especially for older people who are less flexible and have difficulty adapting to current societal needs and interventions.

The COVID19 epidemic has also caused a significant decline in gender equality. Inequalities in Europe have not yet been fully eliminated, and the EU has made significant progress in recent decades in the field of gender equality, in which the epidemic is causing a decline. The epidemic has exacerbated inequalities between women and men in almost every area of life, both inside and outside Europe, undermining the results of serious struggles in recent years. At the same time, gender equality has never been so strongly emphasized in EU policy, and the Commission has made significant efforts to implement the gender equality strategy adopted a year ago.

- The Covid19 pandemic proved to be a major challenge for gender equality. The number of cases of intimate partner violence has jumped: in France, for example, the number of reported cases of intimate partner violence has increased by 32% in the first week of closure and in Lithuania by 20% in the first three weeks. In Ireland, the number of decisions on cases of intimate partner violence has increased fivefold, and the Spanish authorities have reported 18% more reports in the first two weeks of curfews.
  - Women were at the forefront of the fight against the pandemic: 76% of those working in health and social care and 86% of those working in personal care in health services are women. The pandemic has seen an unprecedented increase in the workload, health risks and work-life balance for women working in these sectors.
  - Closures had a serious impact on unpaid care work and work-life balance: Women spent an average of 62 hours a week caring for children (compared to 36 hours for men) and 23 hours for housework (15 hours for men).
  - There are consistently few women in decision-making bodies on Covid19: According to a 2020 survey, the number of men is significantly higher than the number of women in pandemic response bodies.

The gender equality strategy for 2020-2025, adopted a year ago, is based on a vision for a Europe in which women and men, girls and boys can live in full diversity, free from violence and stereotypes, and have equal opportunities. for prosperity and leadership. The strategy sets out key actions for the five-year period and commits itself to ensuring that the Commission mainstreaming equality in all EU policies.

However, the project also focuses on the protection of children and youth. Children in Council of Europe member states are entitled to the full range of human rights guaranteed by the European Convention on Human Rights, the United Nations Convention on the Rights of the Child (UNCRC) and other international human rights instruments.

1.3 Complementarity with other actions and innovation — European added value

## **Complementarity with other actions and innovation** (n/a for Programme Contact Points)

Explain how the project builds on the results of past activities carried out in the field and describe its innovative aspects. Explain how the activities are complementary to other activities carried out by other organisations.

Illustrate the European dimension of the activities: trans-national dimension of the project; impact/interest for a number of EU countries; possibility to use the results in other countries, potential to develop mutual trust/cross-border cooperation among EU countries, etc.

Which countries will benefit from the project (directly and indirectly and why have you chosen them)? Where will the

### activities take place?

Clarify to what extent the project builds on synergies with other EU projects. If applicable, explain to what extent your project builds on previous project results in this field (state of play, relation to existing/recent developments, approaches, achievements, other EU programmes).

**Note:** The project should also complement or add benefits to the EU Member States' interventions in the area of gender equality and non-discrimination mainstreaming.

As Jánossomorja and its project partners already have a successful project based on an introduction to the EU and its multiculturalism, the partners decided to take this successful cooperation further and deepen by tuning in to specific issues in addition to general EU dissemination. The implementation of this project would also like to shed more light on gender discrimination, discrimination against minorities and the protection of children. Transform this collection of shared experiences into partners in their daily lives so that their citizens can live their daily lives better within the EU.

Jánossomorja is a small town of 6,000 inhabitants in the western part of Győr-Moson-Sopron county, along the main road No. 86, right next to the Austrian border. The settlement, located at the confluence of the Mosoni plain and the Fertő-Hanság basin, has been called Jánossomorja since the unification of the once independent villages of Mosonszentjános, Mosonszentpéter and Pusztasomorja in 1970. The city borders the northern and southern Hanseatic districts of the Fertő-Hanság National Park. Since the abolition of the Schengen borders, the passage to Austria and to Lake Neusiedl has also been free.

Jánossomorja plays a key role in the project as it is the main organizer. The project aims to encourage the democratic participation of the population in the processes of European integration. The municipality of Jánossomoja organizes and implements certain parts of the project, provides the venue - as an outdoor program event, provides an outdoor venue, actively involves local cultural, cultural and sports clubs in the implementation of the project, and initiates the participation of local institutions. To implement the project, the technical and organizational part will be coordinated and held in the hands of a prisoner of an organizing team, which will be composed of employees of Jánossomojra municipality, civic organizations and volunteers, which will be led by the mayor.

The sister settlement of Jánossomorja, Velké Úlany, is located in the south-western part of Slovakia, between the Little Danube and the Black Water, on the Matthias Land. The village with 4,200 inhabitants is located near the main road Bratislava-Senec-Nitra. The twinning agreement was signed on September 24, 2004 in Jánossomorja. The aim of the settlements is to form a growing bond between their inhabitants, to pass on the traditions of their settlements and, building on their common past, to build their future together in the European Union. Nagyfedemes and its project representatives play an active role in the organization itself in terms of distance, but they all the more play a part in the implementation itself and in the successful implementation of the program. In the organizational stage, each step of the project implementation is agreed with the main project organizer via telephone and e-mail communication. Within this stage, an important role is played by informing its population about the common project and the importance of its participation.

Jánossomorja's relationship with Andau is quite new. The deputy mayor of Jánossomorja and the mayor of the municipality of Andau established their relationship in 2016 by signing a partnership agreement.

Due to its location, Andau is one of the oldest member states of the European Union. As a result, it is playing a leading role in the partnership in raising public awareness. It has unique experience in how to explain the EU membership to the population, why membership is important, why membership is important mainly for the population and how the population can benefit from it. It also provides these experiences to the Hungarian and Slovak populations within the partnership. Thus, one of the important objectives of the meeting is for the delegations of the municipalities to function as an active community. The Andau group will also be an active participant and contributor, as well as a professional manager of each program element.

The aims and milestones of the project are in synergy with the gender equality strategy for 2020-2025, which is based on a vision of a Europe where women and men, girls and boys can live their lives in full diversity, free from violence and stereotypes, and they have equal opportunities for prosperity and leadership.

The project points out and seeks a cure at regional level, in accordance with local conditions, for the constant problem posed by the difficult-to-adapt population in all partner countries. It wants to involve this particular minority, which is made up of a large Roma population, in social life through local adaptation and to encourage solidarity and inclusion among the majority of the population.

The third and final aspect of the project is child protection and the preservation and protection of children's rights, which is in line with the EU Charter of Fundamental Rights and the UN Convention on

the Rights of the Child (UNCRC).

### 2. QUALITY

### 2.1 Concept and methodology

### Concept and methodology

Outline the approach and methodology behind the project. Explain why they are the most suitable for achieving the project's objectives. Include ethical and safety considerations to ensure that target groups are not subjected to harm in any way.

Note: Methodology is not a list of activities but are instruments, approaches that will be used, applied and created.

The 3-day long program event co-operates with the ideology of the project and the program schedule is set up in this way. It includes lectures, presentations, workshops and dialogues on solidarity, Euroscepticism, culture, politics, education and culture within the EU, but also on increasingly sensitive racial discrimination and deepening gender differences. The method of the program includes increasing the level of intelligence of children against the manifestation of racism and combating gender stereotypes. The program is set up to cover each topic and to form an understandable set of information that conveys to participants the EU ideology itself, its function and its key importance. Multilingual lectures cover current and inclusive topics such as Euroscepticism, the importance of solidarity and tolerance, the fight against racism, gender equality and the general and legal protection of children. The series of events will end with the evaluation of the results of the competition and the definition of cooperation goals and activities. The project is to convey to participants the EU ideology itself through lectures and free discussions, explaining and understanding the concepts that are key to the credible functioning of the EU. The methodology of the project is led in the spirit of tolerance and is led in line with it. Tolerance of racial discrimination and sex discrimination. As the event is multicultural, we place great emphasis on the ethical manifestation of each nation in relation to each other. Adherence to fair behavior, good manners, and mutual solidarity will be ensured by volunteer prisoners who will receive primary education to address racial discrimination and possible violent behavior without effort or aggression.

All project partners will be given equal attention, the same duration for the presentation, and an equal number of performers, where gender equality will be at the same level.

## 2.2 Consortium set-up

Consortium cooperation and division of roles (if applicable) (n/a for Town Twinning and Programme Contact Points)

Describe the participants (Beneficiaries, Affiliated Entities and Associated Partners, if any) and explain how they will work together to implement the project. How will they bring together the necessary expertise? How will they complement each other?

In what way does each of the participants contribute to the project? Show that each has a valid role and adequate resources to fulfil that role.

**Note:** When building your consortium you should think of organisations that can help you reach objectives and solve problems.

## 2.3 Project teams, staff and experts

### Project teams and staff

Describe the project teams and how they will work together to implement the project.

List the staff included in the project budget (budget category A) by function/profile (e.g. project manager, senior expert/advisor/researcher, junior expert/advisor/researcher, trainers/teachers, technical personnel, administrative personnel etc. and describe briefly their tasks. Provide CVs of all key actors (if required).

Note: Please ensure a gender-balanced representation in the composition of project teams and staff performing the action.

Name and function	Organisation	Role/tasks/professional profile and expertise
Lőrincz György - mayor	Municipality of Jánossomorj a	organizes and implements certain parts of the project, provides the venue - as an outdoor program event, provides an outdoor venue, actively involves local cultural, cultural and sports clubs in the implementation of the project, and initiates the participation of local institutions. To implement the project, the technical and organizational part will be coordinated and held in the hands of a prisoner of an organizing team, which will be composed of employees of Jánossomojra municipality, civic organizations and volunteers, which will be led by the mayor.
Ing. František Gőgh, DBA - mayor	Municipality of Veľké Úľany	Providing information on the development of public projects and public relations.  Telephone cooperation with the project organizers in ensuring a smooth course of the event.  personal participation in the organization and supervision of the project during implementation.
Andreas Peck - mayor	Municipality of Andau	As the main representative of the partner raising public, based on experience, its role is to raise participants' awareness of the EU.  Provides experience in presenting European membership
Otto Gruber - Austro- Hungarian cultural referent	Municipality of Andau	organize, together with the mayor, a delegation from Andau, provide participants and representatives, oversees the gender equality of the delegation

### Outside resources (subcontracting, seconded staff, etc)

If you do not have all skills/resources in-house, describe how you intend to get them (contributions of members, partner organisations, subcontracting, etc).

If there is subcontracting, please also complete the table in section 4. Moreover, ensure that subcontractors are aware of gender mainstreaming and non-discrimination mainstreaming.

As the project manager, Jánossomorja procures some of the needs of the project on itsown in close cooperation with itspartners. As the main organizer, it provides catering for guest performers and members of the delegation of partner municipalities, which includes accommodation and catering.

The organizing team consists of the mayor of the partners and the designated cultural officer, who ensures that the project process is followed.

The main task of the executive team is to procure and contract performers, performers, educators, psychologists, animators. Furthermore, to prepare the propaganda material and souvenirs of the project, to coordinate the organization and work of the dressing teams.

Each team will be assembled in accordance with gender equality to match the ideology of the project.

## 2.4 Consortium management and decision-making

Consortium management and decision-making (if applicable) (n/a for Town Twinning and Programme

#### Contact Points)

Explain the management structures and decision-making mechanisms within the consortium. Describe how decisions will be taken and how regular and effective communication will be ensured. Describe methods to ensure planning and control.

**Note:** The concept (including organisational structure and decision-making mechanisms) must be adapted to the complexity and scale of the project.

2.5 Project management, quality assurance and monitoring and evaluation strategy

### Project management, quality assurance and monitoring and evaluation strategy

Describe the measures planned to ensure that the project implementation is of high quality and completed in time. Describe the methods to ensure good quality, monitoring, planning and control.

Describe the evaluation methods and indicators (quantitative and qualitative) to monitor and verify the outreach and coverage of the activities and results (including unit of measurement, baseline and target values). The indicators proposed to measure progress should be relevant, realistic and measurable.

**Note:** The monitoring and evaluation strategy should also incorporate gender and non-discrimination considerations in order to measure changes and assess impact on gender equality issues. The indicators should be gender responsive so that they can measure gender equality changes over time. For instance, a gender responsive indicator can measure the increase in women's rate of employment or changes in social attitudes towards gender roles in work-life balance. The evaluation should be participatory and inclusive to all stakeholders, ensuring that women's and men's voices are prevalent throughout the entire evaluation process.

As we already have joint experience in organizing events with our partners, we can be more practical in organizing and implementing the event together. We eliminate errors so that we can run the project smoothly.

Project implementation is based on a simple management structure consisting of four points.

- 1. Project manager
- 2. Organizing team
- 3. Executive team
- 4. Volunteers
- 1. Jánossomoja, as the project manager, has the task of assembling an organizing team, which has the task to implement the objectives of the project in a planned, expected time, within a budget, in accordance with quality expectations and in a regular manner. Organizes and monitors the work of project members, manages changes that do not affect the project framework ensures proper documentation of project management tasks and the achievement of project quality objectives. Carrying out the tasks of the project related to the EU support and complying with the standards and regulations set by the audit bodies, ensuring the availability of the necessary information, data and the required documentation
- 2. Members of the organizing team the mayor of each partner and its nominee, ie the person in charge of culture. Ensures that the project budget is adhered to. Controls the implementation of the defined professional task of the executive working group on time, responsibility for their fulfillment, quality control in accordance with the expectations. Monitoring the fulfillment of the deadlines specified in the Project Schedule, proposal for updating the Project Schedule. Each partner sets up its own implementation team, which is responsible for providing, inviting and delivering each program participant.
- 3. Implementation team the implementation of steps to specify the objectives of the project and to achieve the objectives of the project, to manage and coordinate project activities in order to achieve the objective of the project, the appropriate distribution of information and the selection of suppliers.
- 4. Volunteers

The setting up of the project, the selection of performers, individual participants and speakers is based

on a consensual agreement. The partners present their proposals and the reasons why they recommend the specific participant. The consensus aims to keep the program and the project itself colorful, incorporating the multicultural goal of the project.

Adherence to the project implementation schedule will be the main task of the organizing group. To this end, the members of the designated organizing group will hold a regular meeting accordingly. Their task is to take over the schedule at specified intervals, eliminate any problems and rectify them immediately.

This will take place through a regular conference call where designated members will take over their responsibilities and most importantly the steps of the project plan and its adherence. Conference calls are made due to the distance between the partners and are scheduled on a weekly basis as agreed.

Each working group will be set up to suit gender equality. The proportion of men and women will be evenly distributed according to the purpose of the project to demonstrate the message of the project to the target group in the organization as well.

The concept of the project program is based on the principles of multiculturalism, anti-discrimination and child protection.

This is manifested in the cultural nobility of the participants. In addition to presenting their own culture, partners also receive significant attention from minorities to take ownership and manifest themselves to the outside world. With this method, we want to bring people of different ethnicities closer together. To get to know others better - the culture of the minority. We want to give a specific voice to the Roma, who are in a minority in the home country of all project partners. With this, we want to bring the culture of the Roma to the majority of the population and place emphasis on eliminating racist manifestations. The other aspect, on the other hand, would be the gradual integration of the Roma into society as equal members who play their part in the tasks of society.

With the help of anonymous questionnaires, we would like to assess the level of racism and attitudes towards gender equality on the ground.

The project team evaluates the positive and negative experiences of the project and collects and documents the most important experiences for later use.

With the help of the questionnaires, we can outline the situation at the local level and, based on this, we can take measures to alleviate racist manifestations and increase gender equality at the local level.

In the last phase of the project, the administrative and financial closure of the project will be completed: the arrangement of pending payments, the conclusion of contracts, the archiving of the necessary documents, the re-routing of participants, the return of leased assets, etc.

### 2.6 Cost effectiveness and financial management

## Cost effectiveness and financial management (n/a for prefixed Lump Sum Grants)

Describe the measures adopted to ensure that the proposed results and objectives will be achieved in the most cost-effective way.

Indicate the arrangements adopted for the financial management of the project and, in particular, how the financial resources will be allocated and managed within the consortium.

⚠ Do NOT compare and justify the costs of each work package, but summarize briefly why your budget is cost effective.

### 2.7 Risk management

## Critical risks and risk management strategy (n/a for Town Twinning)

Describe critical risks, uncertainties or difficulties related to the implementation of your project, and your measures/strategy for addressing them.

Indicate for each risk (in the description) the impact and the likelihood that the risk will materialise (high, medium, low), even after taking account the mitigating measures.

Note: Uncertainties and unexpected events occur in all organisations, even if very well-run. The risk analysis will help you to predict issues that could delay or hinder project activities. A good risk management strategy is essential for good project management. The strategy should also incorporate risk mitigation measures that redress any gender inequalities and multiple discriminatory effects in project implementation. For instance, to ensure full participation of target groups in project activities, gender, age or disability-specific constrains should be taken into account. The target groups may face more than one barrier to access project activities (accessibility barriers; language barriers, availibility of childcare provision, etc.). Therefore, it is essential to identify these risks and undertake preventive measures in order to ensure full participation of women and men in all their diversity in project design and implementation.

Risk No	Description of risk	Work package No	Proposed risk-mitigation measures

## 3. IMPACT

## 3.1 Impact and ambition

### Impact and ambition

Define the short, medium and long-term effects of the project.

Who are the target groups? How will the target groups benefit concretely from the project and what would change for them? In what way will the gap identified be reduced? How will the activities contribute to improve the situation (difference between starting point/state of play and the situation after the end of the project?) How will the activities contribute to the promotion and advancement of gender equality and non-discrimination mainstreaming?

Does the project aim to trigger change/innovation? If so, describe them and the degree of ambition (progress beyond the status quo).

**Note:** Results/outcomes are immediate changes that materialise for the target groups after the end of the project (e.g. improved knowledge, increased awareness). Results/outcomes are different to deliverables. Deliverables are activities undertaken and outputs produced with the resources allocated to the project, e.g. training courses, conferences, manuals, video etc.

When defining expected results/outcomes and deliverables please consider if and how they will reduce, maintain, or increase inequalities between women and men, boys and girls, in all their diversity. What gender, age and disability differentiated results can be expected? How expected results will affect women and men, boys and girls from a range of diverse social groups, differently?

The project aims to reach the general public regardless of age. It focuses on all ages and encourages the younger generation, as they represent the European future, and also targets the middle and older ages. General information is not age-related. We want to pay more attention to issues related to the European Union and European citizenship, to strengthening intercultural dialogue, to encouraging the active participation of citizens in social life and to thinking about the future of the European Union. We want to actively involve the participants in the programs, not only informing them, but also making the level of information of the participants as general information about the European Union general. This project will also make it possible to measure the level of awareness of the population in the EU.

One of the main goals of the project is to restore discrimination and gender inequality.

We would like to invite lecturers, historians, teachers, politicians who, to the best of their knowledge and experience, pass on their knowledge to the participants and, above all, can actively respond to questions on the topic. We call on local Roma organizations who can ask the Roma minority to take an active part in the project. We would also like to point out the gender difference with the participation of women's organizations. Abused women and women who have experienced female inequality will give a presentation, which would meet the short-term goal of the project.

With the involvement of women and Roma organizations, we draw attention to racial discrimination and

gender differences. To develop medium- and long-term plans, we conduct a questionnaire-based anonymous survey of participants to assess general discrimination and the extent of racial discrimination and gender differences at the local level. By evaluating this, we can work with partners to make provisions that we can adapt at local and regional level to measure these negative manifestations.

We want to lead the child in a playful way to the negative side of racism and thus the importance of tolerance and cooperation. At the same time, we point out to family and children the negative family stereotypes that in today's society, a woman will perform a more difficult function.

## 3.2 Communication, dissemination and visibility

## Communication, dissemination and visibility of funding

Describe the communication and dissemination activities which are planned in order to promote the activities/results and maximise the impact (to whom, which format, how many, etc.). Clarify how you will reach the target groups, relevant stakeholders, policymakers and the general public and explain the choice of the dissemination channels.

Describe how the visibility of EU funding will be ensured.

Communication and dissemination activities should also contribute to the promotion of gender equality and non-discrimination. Communication materials should use gender inclusive language and positive visual representations. E.g.: When developing videos or leaflets ensure that women and men, in all their diversity, are equally represented in a non-stereotypical fashion and portrayed in active empowered roles. In addition, consider using communication channels that they are accessible to general audience, in particular to persons with disabilities, or people from marginalised groups.

Dissemination of the project plays an important role in reaching the target group, with the aim of informing the public about the implementation of the project, while disseminating and sharing the results of the project among the direct and indirect target groups. In accordance with this fact and for this purpose, the appropriate means will be used. As a dissemination tool, we chose tools to cover the entire target group. The start of the promotion itself is limited to 1 month before the date of the project. However, this period is preceded by the graphic and textual design and production process of the promotional materials themselves, which is limited so that the dissemination starts at least 1 month before the date of the project in order to reach as many target groups as possible. The duration of this will be bridged for the duration of the event itself and after that the results of the project will be propagated. Propagation materials will be prepared to start the propagation. They are made up of flyers, posters, billboard-sized advertisements, invitations, diplomas for the honorary representatives of the partners. These will be produced in trilingual mutations (HU, SK, DE) so that the partners can propagate this in their own environment. For promotion, we use local media and information channels related to the program location, such as the municipal and community social website. Volunteers from the participating partners will ensure that the leaflets reach as many households as possible within and around the partner settlements.

The promotional materials include the mission of the project itself and a brief program briefing. Brochures are prepared on the summary of the project, which includes the presentation of the project partners, the purpose of the project implementation and its results, a program harmonogram and, of course, photo documentation. The brochure is published electronically on the websites of our partners. Memorabilia is essential for propaganda so that even in this way, over time, participants recall the importance and idea of the set of events in question. We place special emphasis on making a commemorative film about the project, which will be recorded in DVD format. The commemorative film will be made in several language mutations, mainly in the partners' mother tongues, and a universal English version will not only address the participants, but spread this message to as many countries as possible, spreading the ideology of harmonious European coexistence and emphasizing EU facilities. A short film will be available for free download from our partners' websites in the language of your choice. With this practice, we also want to educate citizens and provide a general overview of the role of the European Union in our daily lives. Participants will be presented with souvenirs consisting of mugs, pens, keychains, a mouth mask with the logo of the project, and magnets. The souvenirs and other propaganda materials will be provided with the logo of the European Union to inform the participants that the project was supported by and thanks to the support of the European Union.

At the request of the Roma minority, we ask for the help of local Roma organizations, which have a greater impact on the Roma, thus increasing the chances of their participation.

We want to apply this method to local women's organizations to encourage women to act for themselves. We would also like to encourage women who have actual experience of some form of

discrimination or abuse to attend or perform.

### 3.3 Sustainability and continuation

### Sustainability, long-term impact and continuation

Describe the follow-up of the project after the EU funding ends. How will the project impact be ensured and sustained?

What will need to be done? Which parts of the project should be continued or maintained? How will this be achieved? Which resources will be necessary to continue the project? How will the results be used?

Are there any possible synergies/complementarities with other (EU funded) activities that can build on the project results?

The project aims to explain what the EU is doing in areas where it has competence, why it needs to take action and what the results of its work are. Presenting the EU from different perspectives aims to extract information. Lectures, presentations, workshops facilitate the EU's approach in traditional and less traditional ways. As the key pillar of the project is to increase European solidarity, harmonize gender equality, combat discrimination and combat the COVID19 epidemic, a set of related programs will be drawn up on the second and third days with an important focus on this topic. Getting to know the EU creates a sense of united European awareness and solidarity for all participants and brings the EU closer to the citizens of each Member State and helps to increase equality and equity. Getting to know the EU and the cultural mobilization of European citizenship will increase citizens' interest in learning about Europe's multiculturalism. The aim and result of this and the project itself is to increase solidarity and torelance between partners and project participants. The long-term goal of the project is to make a deep impression on partners and participants in terms of gender equality and racism. Educators, psychologists, Roma organizations, women's associations help to further spread their ideas and shed light on the obsolescence of entrenched stereotypes in relation to the needs of today's society. The concluding part of the project includes a project summary within the partner conference, where the partners evaluate the short-term effectiveness of the project and take measures to achieve the mediumand long-term goals. With the help of anonymous questionnaires, they assess the extent of the project's results and, based on this, continue their partnership in the spirit of a harmonious partnership, fostering a long-term positive relationship, where partners and partners can ensure the living standards of their residents.

## 4. WORK PLAN, WORK PACKAGES, TIMING AND SUBCONTRACTING

### 4.1 Work plan

#### Work plan

Provide a brief description of the overall structure of the work plan (list of work packages or graphical presentation (Pert chart or similar)).

The 3-day program event, with a zero day, unanimously cooperates with the project ideology and the program schedule is set up that way. Through programs, lectures, presentations, workshops and open discussions, which address solidarity, Euroscepticism, culture, politics, education and culture within the EU, build a common European future, but also address the growing sensitivity of gender inequality, discrimination and racial discrimination. Children will enjoy playful but at the same time cultural programs.

Participation: the project enables meetings with the participation of 3900 citizens, of whom 3490 are from Jánossomorja (Hungary), 350 from Veľké Úľany (Slovakia), and 60 from Andau (Austria)

The location of the programs will be implemented in Jánossomorja from 7.9 2022, until 10.09.2022

<u>0. Wednesday – on 7.9 2022</u> the organizing teams of the participating partners would meet, in cooperation with the city, the organizers, together they would build the camp, decorate the concert hall serving as the venue of the festival, building, would be prepared for the joint programs of the coming days.

1.Thursday – on 8.9 2022 the topic will be the self-organization, democracy and opportunities among young people in Europe.

This days programs are not organized for outsiders, only for young people - not only the organizers, but the whole teams take part in it.

This day is about team building programs. About building a stronger partnership with partners. Free exchange of views on democracy and its potential in Europe. Motivating young people to build a better, better European future with their active participation and ideas.

### Activities:

Project day with fun, relaxed quizzes, where we assess our general knowledge of the function of the European Union as an institution, an informal lecture, a campfire free discussion on the future of the European Union in the evening, acoustic concerts, garden cinema.

## 2. Friday On 09.09.2022, the theme is the meeting of cultures.

- -On the second day, the European Union, resp. the nationality and country of the project partners are presented. Here, the partners present their country one by one and focus on the EU, highlighting the importance of Member States and, from a subjective point of view, its positive role, not only for states but especially for the population.
- -The mission of the project is to involve participants in the union by explaining and understanding the concepts that are key and most of the citizens are not well informed. The program harmonium is set up to cover each topic at the end to form an understandable set of information that conveys to participants the EU ideology itself, making its function and key importance understandable.

### Activities:

- programs for young people only until the early afternoon, but also announced for young people arriving independently from the area and the settlements.
- Multilingual lectures cover current and inclusive topics such as Euroscepticism, gender equality and its manifestations in everyday life, manifestations of discrimination in certain areas of social life and how racism affects the common social life, the role and use of eurofunds and their impact on citizens.
- project day with cheerful quizzes, informal performance, evening concert with performers representing the spirit of the theme, building projection with relevant materials

### 3. On 10.09, 2022 the theme is the development of a common European vision and multilingualism as an EU value

- -In the morning, guests can get acquainted with the cultural, historical and natural values of the region as part of a study tour.
- -The cultural cavalcade takes place with the participation of partners' performers and local and regional performers. As an accompanying program, guests can enjoy a tasting from their characteristic foods.
- -Cultural programs are now completely publicly (and for free!) A cultural festival in the spirit of the previous Fall Flowers Festival children's and adult theater performances, blues and world music concerts

The project takes the opportunity to share the thoughts of the young people and the messages of the two-day project with the general public! (In two days, young people would create an exhibition using video, photo, paper-based installations!)

-The series of events will end with the evaluation of the results of the competition and the definition of cooperation goals and activities.

### -Long-term goals:

- Strengthen cooperation between young people in the affected area
- Forging the young community of Jánossomorja into unity through the work of organizers
- Strengthening cooperation between municipalities through young people
- Effective and helpful informative work for young people on important topics (self-organization, democracy; environmental protection)!
- Formulating and communicating the thoughts and goals of young people to the adult generations
- Creating a meeting for young people in the mill on a regular basis

- Promoting the creation of a permanent community arena for young people in one of the wings of the mill (creating their own space/office is the long-term goal) - thus facilitating and encouraging the renovation of the mill.

### 4.2 Work packages and activities

#### **WORK PACKAGES**

This section concerns a detailed description of the project activities.

Group your activities into work package. A work package means a major sub-division of the project. For each work package, enter an objective (expected outcome) and list the activities, milestones and deliverables that belong to it. The grouping should be logical and guided by identifiable outputs.

Projects should normally have a minimum of 2 work packages. WP1 should cover the management and coordination activities (meetings, coordination, project monitoring and evaluation, financial management, progress reports, etc) and all the activities which are cross-cutting and therefore difficult to assign to another specific work package (do not try splitting these activities across different work packages). WP2 and further WPs should be used for the other project activities. You can create as many work packages as needed by copying WP1.

For very simple projects, it is possible to use a single work package for the entire project (WP1 with the project acronym as WP name). For Lump Sum Grants, each event should be one work package.

Work packages covering financial support to third parties ( only allowed if authorised in the Call document) must describe the conditions for implementing the support (for grants: max amounts per third party; criteria for calculating the exact amounts, types of activity that qualify (closed list), persons/categories of persons to be supported and criteria and procedures for giving support; for prizes: eligibility and award criteria, amount of the prize and payment arrangements).

Please limit the number of work packages and reduce the number of deliverables (max 10 to 15 for the entire project). (n/a for Lump Sum Grants).
 Enter each activity/milestone/output/outcome/deliverable only once (under one work package).

## Work Package 1

Work Package 1: [Name	e, e.g. Project ma	nagement and coordination]	
Duration:	M9	Lead Beneficiary:	Municipality of Jánossomorja

### **Objectives**

List the specific objectives to which this work package is linked.

- Supporting cultural diversity
- Facilitating the exchange of information
- Strengthening mutual understanding and friendship, strengthening peaceful relations between Europeans, promoting European cohesion
- To save the cult but abandoned building as an event venue

### Activities (what, how, where) and division of work

Provide a concise overview of the work (planned tasks). Be specific and give a short name and number for each task.

Show who is participating in each task: Coordinator (COO), Beneficiaries (BEN), Affiliated Entities (AE), Associated Partners (AP), indicating in bold the task leader.

Add information on other participants' involvement in the project e.g. subcontractors, in-kind contributions.

#### Note:

In-kind contributions: In-kind contributions for free are cost-neutral, i.e. cannot be declared as cost. Please indicate the in-kind contributions that are provided in the context of this work package. The Coordinator remains fully responsible for the coordination tasks, even if they are delegated to someone else. Coordinator tasks cannot be subcontracted (see Model Grant Agreement).

If there is subcontracting, please also complete the table below.

Associated with document Ref. Ares(2022)2436378 - 01/04/2022 EU Grants: Application form (CERV): V1.0 - 01.04.2021

Task No (continuous	Task Name	Description	Participants		In-kind Contributions and Subcontracting
numbering linked to WP)			Name	Role (COO, BEN, AE, AP, OTHER)	(Yes/No and which)
T1.1	Event preparation	Preparatory work includes the establishment of statutes for participating, cooperation with the city, the organizers, together they would build the camp, decorate the concert hall serving as the venue of the festival, building, would be prepared for the joint programs of the coming days	Municipality of Jánossomorja	BEN	NO
T1.2	Young people in Europe	Programs are not organized for outsiders, only for young people - not only the organizers, but the whole teams take part in it. About building a stronger partnership with partners. Free exchange of views on democracy and its potential in Europe. Motivating young people to build a better, better European future with their active participation and ideas	Municipality of Jánossomorja, Municipality of Veľké Úľany, Municipality of Andau	BEN	NO
T1.3	Meeting of culture	The project partners are presented the nationality and country	Municipality of Jánossomorja, Municipality of Veľké Úľany, Municipality of Andau	BEN	NO
T1.4	European vision and multilingualism as an EU value	Cultural cavalcade takes place with the participation of partners' performers and local and regional performers  Cultural programs are now completely publicly and for free  Opportunity to share the thoughts of the young people and the messages of the two-day	Municipality of Jánossomorja, Municipality of Veľké Úľany, Municipality of Andau	BEN	NO

project with the general public	
Strengthen cooperation between young people in the affected area	
Forging the young community of Jánossomorja into unity through the work of organizers	
Strengthening cooperation between municipalities through young people	
Creating a meeting for young people in the mill on a regular basis	

### Milestones and deliverables (outputs/outcomes)

Milestones are control points in the project that help to chart progress. They may correspond to the completion of a key deliverable allowing the next phase of the work to begin. Use them only for major outputs in complex projects. Otherwise leave the section on milestones empty. Please limit the number of milestones by work package.

Means of verification are how you intend to prove that a milestone has been reached. If appropriate, you can also refer to indicators.

**Deliverables** are project outputs which are submitted to show project progress (any format). Refer only to major outputs. Do not include minor sub-items or internal working papers, meeting minutes, etc. Limit the number of deliverables (and their data volume) to max 10-15 for the entire project. You may be asked to further reduce the number during grant preparation.

For deliverables such as meetings, events, seminars, trainings, workshops, webinars, conferences, etc., enter each deliverable separately and provide the following in the 'Description' field: invitation, agenda, signed presence list, target group, number of estimated participants, duration of the event, report of the event, training material package, presentations, evaluation report, feedback questionnaire.

For deliverables such as manuals, toolkits, guides, reports, leaflets, brochures, training materials etc., add in the 'Description' field: format (electronic or printed), language(s), approximate number of pages and estimated number of copies of publications (if any).

For each deliverable you will have to indicate a due month by when you commit to upload it in the Portal. The due month of the deliverable cannot be outside the duration of the work package and must be in line with the timeline provided below. Month 1 marks the start of the project and all deadlines should be related to this starting date.

The labels used mean:

Public — fully open ( automatically posted online on the Project Results platforms)

Sensitive — limited under the conditions of the Grant Agreement

EU classified -RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision 2015/444.

Associated with document Ref. Ares(2022)2436378 - 01/04/2022 EU Grants: Application form (CERV): V1.0 - 01.04.2021

Milestone No (continuous numbering not linked to WP)	Milestone Name	Work Package No	Lead Beneficiary	Descr	iption	Due Date (month number)	Means of Verification
MS1		1					
MS2		1					
Deliverable No (continuous numbering linked to WP)	Deliverable Name	Work Package No	Lead Beneficiary	Туре	Dissemination Level	Due Date (month number)	Description (including format and language)
D1.1	Event preparation	1	Municipality of Jánossomorja	OTHER	PU — Public	M9	build the camp, decorate the concert hall serving
D1.2	Young people in Europe	1	Municipality of Jánossomorja	OTHER	PU — Public	M9	Presentation, lectures, relaxed quizzes, informal performance, evening concert  Slovak, english
D1.3	Meeting of culture	1	Municipality of Jánossomorja	OTHER	PU — Public	M9	Presentation, lectures, cultural cavalcade Slovak, english
D1.4	European vision and multilingualism as an EU value	1	Municipality of Jánossomorja	OTHER	PU — Public	M9	Presentation, lectures, cultural cavalcade, study trip in area, children's and adult theater performances  Slovak, english

Estimated bud	get — Reso	urces												
D (: : )								Costs						
Participant	A. Perso	onnel	B. Subcontrac ting	(	C.1a Trave Cestovanie	I	C.1b Accomod ation	C.1c	C.2 Equipment	C.3	D.1 Finan	cial	E. Indirect costs	Total costs
	Personál		Subdodávky				Ubytovanie	Subsi stenc	Vybavenie	Other goods,	support to third		Nepriame	Celkové
								e		works	Finančná podpora tretím		náklady	náklady
								Životné		and	stranám			
							minimu		services					
							m		Ostatný tovar, práce a služby					
[name]	X person months	X EUR	X EUR	X travels	X persons travellin g	X EUR	X EUR	X EUR	X EUR	X EUR	X grants	X EUR	X EUR	X EUR
[name]	X person months	X EUR	X EUR	X X X EUR persons travellin g		X EUR	X EUR	X EUR	X EUR	X prizes	X EUR	X EUR	X EUR	

Associated with document Ref. Ares(2022)2436378 - 01/04/2022 EU Grants: Application form (CERV): V1.0 – 01.04.2021

Total	X person months	X EUR	X EUR	X travels	X persons travellin g	X EUR	X grants X prizes	X EUR	X EUR	X EUR				
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For Lump Sum Grants, see detailed budget table/calculator (annex 1 to Part B; see Portal Reference Documents)

## Work Package ...

To insert work packages, copy WP1 as many times as necessary.

## Overview of Work Packages (n/a for Lump Sum Grants)

## Staff effort per work package

Fill in the summary on work package information and effort per work package. Make sure the figures are consistent with the section estimated budget from each work package (if applicable). There is no automatic reconciliation function across the different tables within this document.

Work Package No	Work Package Title	Lead Participant No	Lead Participant Short Name	Start Month	End Month	Person-Months
1						
2						
3						
4						
					Total Person- Months	

Associated with document Ref. Ares(2022)2436378 - 01/04/2022 EU Grants: Application form (CERV): V1.0 – 01.04.2021

## Staff effort per participant

Fill in the effort per work package and Beneficiary/Affiliated Entity.

Please indicate the number of person/months over the whole duration of the planned work. Make sure the figures are consistent with the section estimated budget from each work package (if applicable). There is no automatic reconciliation function across the different tables within this document.

Identify the work-package leader for each work package by showing the relevant

person/month figure in bold.

Participant	WP1	WP2	WP	Total Person-Months
[name]				
[name]				
Total Person-Months				

#### 4.3 Timetable

## Timetable (projects up to 2 years)

Fill in cells in beige to show the duration of activities. Repeat lines/columns as necessary.

Note: Use the project month numbers instead of calendar months. Month 1 marks always the start of the project. In the timeline you

should indicate the timing of each activity per WP.

ACTIVITY		MONTHS																						
	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12	M 13	M 14	M 15	M 16	M 17	M 18	M 19	M 20	M 21	M 22	M 23	M 24
Task 1.1 - Event preparation																								
Task 1.2 - Young people in Europe																								
Task 1.3 - Meeting of culture																								
Task 1.4 - European vision and multilingualism as an EU value																								

## Timetable (projects of more than 2 years)

Fill in cells in beige to show the duration of activities. Repeat lines/columns as necessary.

Note: Use actual, calendar years and quarters. In the timeline you should indicate the timing of each activity per WP. You may add additional columns if your project is longer than 6 years.

ACTIVITY		YEA	AR 1		YEAR 2				YEAR 3					YEA	AR 4			YEA	R 5		YEAR 6			
ACTIVITY	Q 1	Q 2	Q 3	Q 4																				
Task 1.1																								

Task 1.2												
Task												

### 4.4 Subcontracting

## **Subcontracting**

Give details on subcontracted project tasks (if any) and explain the reasons why (as opposed to direct implementation by the Beneficiaries/Affiliated Entities).

Subcontracting — Subcontracting means the implementation of 'action tasks', i.e. specific tasks which are part of the EU grant and are described in Annex 1 of the Grant Agreement.

**Note:** Subcontracting concerns the outsourcing of a part of the project to a party outside the consortium. It is not simply about purchasing goods or services. We normally expect that the participants have sufficient operational capacity to implement the project activities themselves. Subcontracting should therefore be exceptional.

Include only subcontracts that comply with the rules (i.e. best value for money and no conflict of interest; no subcontracting of coordinator

tasks). Make sure that subcontractors are aware of the principles of gender mainstreaming and non-discrimination mainstreaming.

Work Package No	Subcontract No (continuous numbering linked to WP)	Subcontract Name (subcontracted action tasks)	Description (including task number and BEN to which it is linked)	Estimated Costs (EUR)	Justification (why is subcontracting necessary?)	Best-Value-for-Money (how do you intend to ensure it?)
	S1.1					
	S1.2					

Other issues:	Insert text
If subcontracting for the project goes beyond 30% of the total eligible costs, give specific reasons.	

## 5. OTHER

### 5.1 Ethics and EU values

## **Ethics and EU values**

Describe ethics issues that may arise during the project implementation and the measures you intend to take to solve/avoid them

Describe how you will ensure gender and non-discrimination mainstreaming in the project cycle. This means integrating gender equality and non-discrimination considerations in the design, implementation, monitoring and evaluation of project activities. Projects activities should be pro-active and contribute to the equal empowerment of women and men, girls and boys, in all their diversity, and ensure that they achieve their full potential, enjoy the same rights and opportunities. Gender and non-discrimination mainstreaming are a key mechanism for achieving gender equality and combating multiple and intersecting discrimination. In the delivery of project activities gender mainstreaming shall be ensured by systematically monitoring access, participation, and benefits among different genders, and by incorporating remedial action that redresses any gender inequalities and discriminatory effects in implementation of planned activities. The activities shall also seek to reduce levels of discrimination suffered by particular groups (as well as those at risk of multiple discrimination) and to improve equality outcomes for individuals.

If your project has a direct or indirect impact on children and their rights, indicate it clearly here. Make sure that your project is based on a child rights approach, i.e. that all the rights of the EU Charter of Fundamental Rights and the United Nations Convention on the Rights of the Child (UNCRC) and the Optional protocols, are promoted, respected, protected and fulfilled. The project should address children as rights holders and should ensure their participation in the design and implementation of the project. If you will have direct contacts with children you will have to provide a child protection policies in line with the Keeping Children Safe Child Safeguarding Standards.

Explain how you intend to address privacy/data protection issues related to data collection, analysis and dissemination.

Outline measures to be taken and the policies in place to guarantee full compliance with the EU values mentioned in Article 2 of the Treaty on the European Union and Article 21 of the EU Charter of Fundamental Rights.

Inadequate ethical expression with the participation of disadvantaged residents. Socialization into the company. We want to facilitate this with the help of institutions dealing with smaller organizations that can make a greater impact on certain target groups.

An important subject and debate of individual programs, lectures and free discussions is gender equality and its extrinsic manifestation in today's society. The programs focus on widening the gender gap caused by the COVID 19 epidemic, such as division of labor, child rearing, household care, and maintaining family cohesion itself.

We would like to draw the attention of local entrepreneurs, without pressure, to emphasize gender employment, of course depending on the occupation, equal pay and, if possible, their working hours for women who are under heavy burden, in addition to being employees, they also had to play the role of teacher and mother.

The project includes child protection and children's equality against racial or other manifestations as part of its programs on a global scale, with an emphasis on the superior manifestations of each social stratum in schools. We want to restore this balance with the help of educators and psychologists, not only by affecting children, but also in harmony with their parents in line with the EU Convention on Fundamental Rights and the UN Convention on the Rights of the Child (UNCRC).

The majority of the surveys will be anonymous and the delegations of the participating partners, the personal data of the castings will be processed in accordance with the legislation on the GDPR, in compliance with and in compliance with EU and national legislation.

## 5.2 Security

Security	
Not applicable.	

## 6. DECLARATIONS

Double funding	
Information concerning other EU grants for this project  • Please note that there is a strict prohibition of double funding from the EU budget (except under EU Synergies actions).	YES/NO
We confirm that to our best knowledge neither the project as a whole nor any parts of it have benefitted from any other EU grant (including EU funding managed by authorities in EU Member States or other funding bodies, e.g. Erasmus, EU Regional Funds, EU Agricultural Funds, European Investment Bank, etc). If NO, explain and provide details.	YES
We confirm that to our best knowledge neither the project as a whole nor any parts of it are (nor will be) submitted for any other EU grant (including EU funding managed by authorities in EU Member States or other funding bodies, e.g. Erasmus, EU Regional Funds, EU Agricultural Funds, European Investment Bank, etc). If NO, explain and provide details.	YES

## Financial support to third parties (if applicable)

If in your project the maximum amount per third party will be more than the threshold amount set in the Call document, justify and explain why the higher amount is necessary in order to fulfil your project's objectives.

Insert text

Associated with document Ref. Ares(2022)2436378 - 01/04/2022 EU Grants: Application form (CERV): V1.0 - 01.04.2021

## **ANNEXES**

## **LIST OF ANNEXES**

### Standard

Detailed budget table/Calculator (annex 1 to Part B) — mandatory for Lump Sum Grants (see Portal Reference

Documents)

CVs (annex 2 to Part B) — mandatory, if required in the Call document

Annual activity reports (annex 3 to Part B) — mandatory, if required in the Call document

List of previous projects (annex 4 to Part B) — mandatory, if required in the Call document

Special Other annexes (annex 5 to Part B) — mandatory, if required in the Call document

## LIST OF PREVIOUS PROJECTS

## ZOZNAM PREDCHÁDZAJÚCICH PROJEKTOV

List of previous projects  Please provide a list of your previous projects for the last 4 years.											
Participant	Project Reference No and Title, Funding programme	Period (start and end date)	Role (COO, BEN, AE, OTHER)	Amount (EUR)	Website (if any)						
Municipality of Jánosomorja	"Homecoming - Minority Cultural Heritage" SKHU/WETA/1901/4.1/2 15	01.03.2021– 31.08.2021	BEN	56.375,52	https://www.janos somorja.hu/						
Municipality of Jánosomorja	Development of the Blue Owl Nursery in Jánossomorja TOP- 1.4.1-19-GM'- 2019-00012	01.11.2019– 29. 01. 2022.	BEN	200.000,-	https://www.janos somorja.hu/						
Municipality of Jánosomorja	Together is better 617571-CITIZ-1-2020-1- HU-CITIZ-TT	17.9.2021 – 19.09.2021	BEN	25,000,-	https://www.janos somorja.hu/						

HISTORY OF CHANGES										
PUBLICATION DATE	CHANGE									
01.04.2021	Initial version (new MFF)									
	DATE									

# ANNEX 2

## ESTIMATED BUDGET (LUMP SUM BREAKDOWN) FOR THE ACTION

	Estimated EU contribution						
	Estimated eligible lump sum contributions (per work package)						
	WP1 Young of EU	Maximum grant amount <sup>1</sup>					
Forms of funding	Lump sum contribution						
	a	b = a					
1 - JANOSSOMORJA	30 000.00	30 000.00					
2 - Úľany							
3 - Andau							
$\Sigma$ consortium	30 000.00	30 000.00					

<sup>&</sup>lt;sup>1</sup> The 'maximum grant amount' is the maximum grant amount fixed in the grant agreement (on the basis of the sum of the beneficiaries' lump sum shares for the work packages).

## FINANCIAL STATEMENT FOR THE ACTION FOR REPORTING PERIOD [NUMBER]

	EU contribution											
	Eligible lump sum contributions (per work package)											
	WP1 [name]	WP2 [name]	WP3 [name]	WP4 [name]	WP5 [name]	WP6 [name]	WP7 [name]	WP8 [name]	WP9 [name]	WP10 [name]	WP [XX]	Requested EU contribution
Forms of funding	[ Lump sum contribution][ Financing not linked to costs]	[ Lump sum contribution][ Financing not linked to costs]	[ Lump sum contribution][ Financing not linked to costs]	[ Lump sum contribution][ Financing not linked to costs]	[ Lump sum contribution][ Financing not linked to costs]	[ Lump sum contribution][ Financing not linked to costs]	[ Lump sum contribution][ Financing not linked to costs]	[ Lump sum contribution][ Financing not linked to costs]	[ Lump sum contribution][ Financing not linked to costs]	[ Lump sum contribution][ Financing not linked to costs]	[ Lump sum contribution][ Financing not linked to costs]	
Status of completion	COMPLETED	COMPLETED	COMPLETED	COMPLETED	COMPLETED	COMPLETED	COMPLETED	PARTIALLY COMPLETED	PARTIALLY COMPLETED	COMPLETED	NOT COMPLETED	
	a	b	c	d	e	f	g	h	i	j	k	I = a + b+ c + d+ e+ f+ g+ h+ i+ j+ k
1 – [short name beneficiary]												
1.1 – [short name affiliated entity]												
2 – [short name beneficiary]												
2.1 – [short name affiliated entity]												
X – [short name associated partner]												
Total consortium												

## The consortium hereby confirms that:

The information provided is complete, reliable and true.

The lump sum contributions declared are eligible (in particular, the work packages have been completed and the work has been properly implemented and/or the results were achieved; see Article 6).

The proper implementation of the action/achievement of the results can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 19, 21 and 25).

## ANNEX 5

## **SPECIFIC RULES**

## <u>INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS —</u> ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16)

Rights of use of the granting authority on results for information, communication, dissemination and publicity purposes

The granting authority also has the right to exploit non-sensitive results of the action for information, communication, dissemination and publicity purposes, using any of the following modes:

- **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- **distribution to the public** in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file
- **editing** or **redrafting** (including shortening, summarising, changing, correcting, cutting, inserting elements (e.g. meta-data, legends or other graphic, visual, audio or text elements extracting parts (e.g. audio or video files), dividing into parts or use in a compilation
- translation (including inserting subtitles/dubbing) in all official languages of EU
- **storage** in paper, electronic or other form
- **archiving** in line with applicable document-management rules
- the right to authorise **third parties** to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out in this provision
- processing, analysing, aggregating the results and producing derivative works
- **disseminating** the results in widely accessible databases or indexes (such as through 'open access' or 'open data' portals or similar repositories, whether free of charge or not.

The beneficiaries must ensure these rights of use for the whole duration they are protected by industrial or intellectual property rights.

If results are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they

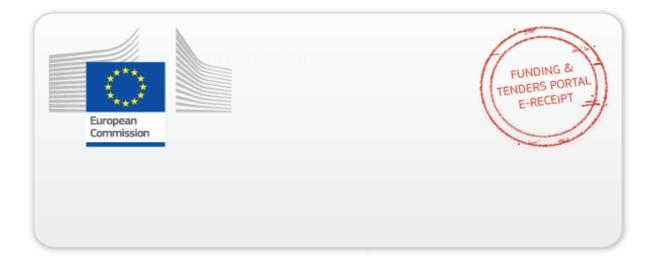
comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

## COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17)

## Additional communication and dissemination activities

The beneficiaries must engage in the following additional communication and dissemination activities:

- present the project (including project summary, coordinator contact details, list of participants, European flag and funding statement and project results) on the beneficiaries' websites or social media accounts
- for actions involving **publications**, mention the action and the European flag and funding statement on the cover or the first pages following the editor's mention
- for actions involving public **events**, display signs and posters mentioning the action and the European flag and funding statement
- upload the public **project results** to the Rights and Values Project Results platform, available through the Funding & Tenders Portal.



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(https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/support/faq)