



Partnerská smlouva  
Projektu FUTURE for Czech LIFE  
(LIFE21-CAP-CZ-LIFE FOR CZECHIA)

Koordinující příjemce

*Česká republika – Ministerstvo životního prostředí (MŽP)  
Vršovická 1442/65, 100 10 Praha 10*

zastoupený

*Ing. Tomáš Kažmierski  
Ředitel odboru finančních a dobrovolných nástrojů*

a

Partner projektu

*Komora obnovitelných zdrojů energie, z.s.  
Sněmovní 174/7, 118 00, Praha*

zastoupený

*Štěpán Chalupa  
Předseda komory*

uzavírají níže psaného dne, měsíce, roku tuto partnerskou smlouvu:

## **1. Předmět smlouvy**

Tato partnerská smlouva (dále jen „smlouva“) upravuje vzájemné vztahy smluvních stran při realizaci projektu LIFE „**FUTURE for Czech LIFE**“. Tento projekt je upraven v grantové dohodě pod akronymem **LIFE21-CAP-CZ-LIFE FOR CZECHIA**, registrovaný pod číslem **101101830**, uzavřené dne **14. 12. 2022**, včetně platných příloh (dále jen „grantová dohoda“). Grantová dohoda je podepsána koordinujícím příjemcem a Evropskou unií (dále jen „EU“) zastoupenou European Climate Infrastructure and Environment Executive Agency (dále jen „CINEA“).

Grantová dohoda (a veškeré její dodatky), která obsahuje zvláštní podmínky, všeobecné podmínky grantové dohody LIFE (dále jen „všeobecné podmínky“), úplný projektový návrh a další přílohy, tvoří nedílnou součást této smlouvy. Není-li výslovně uvedeno jinak, jsou všechny části všeobecných podmínek relevantní a vztahují se na koordinujícího příjemce a partnera projektu.

## **2. Platnost smlouvy**

Tato smlouva nabývá platnosti okamžikem jejího podpisu oběma smluvními stranami a účinnosti dnem jejího uveřejnění v Informačním systému registru smluv zejména dle zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv), ve znění pozdějších předpisů (dále jen „zákon o registru smluv“). Smluvní strany se dohodly, že k zajištění uveřejnění smlouvy v Informačním systému registru smluv v souladu se zákonem o registru smluv se tímto zavazuje koordinující příjemce. Údaje, které nebyly předem řádně označeny, smluvní strany povolují zveřejnit ve veřejném registru smluv v souladu se zákonem o registru smluv. Platnost smlouvy je ukončena 5 let po provedení platby zůstatku v projektu od koordinujícího příjemce k partnerovi projektu.

## **3. Role a povinnosti koordinujícího příjemce**

Všeobecné povinnosti koordinujícího příjemce jsou:

- a) nese odpovědnost za realizaci pracovních balíčků: WP 1, WP 2, WP 3, WP 5 a WP 6 a dosažení výstupů, které jsou stanoveny ve schválené projektové žádosti ve znění pozdějších změn projektu;
- b) nese spoluodpovědnost za realizaci pracovního balíčku WP 4 a dosažení výstupů, které jsou stanoveny ve schválené projektové žádosti ve znění pozdějších změn projektu;
- c) koordinující příjemce musí poskytnout partnerovi projektu kopie technických a finančních zpráv předložených CINEA stejně jako reakce CINEA na tyto dokumenty; koordinující příjemce musí pravidelně informovat partnera projektu o komunikaci se CINEA týkající se projektu;
- d) partner projektu zmocňuje koordinujícího příjemce, aby jednal jeho jménem, koordinující příjemce náležitě zváží zájmy a hlediska partnera projektu, s nímž koordinující příjemce vždy, když je to vhodné, bude konzultovat, a to zejména před tím, než požádá o jakoukoli změnu grantové dohody;
- e) musí sledovat implementaci projektu, aby se ujistil, že byl projekt implementován v souladu s grantovou dohodou;
- f) je zprostředkovatelem pro účely veškeré komunikace mezi příjemci a CINEA, s výjimkou případů, kdy partner komunikuje v rámci plnění svých projektových aktivit; koordinující příjemce musí neprodleně informovat CINEA zejména:
  - o všech změnách jména, adresy nebo právního zástupce kteréhokoli z příjemců;
  - o všech změnách právní, finanční, technické, organizační či vlastnické situace kteréhokoli z příjemců;

- o všech událostech nebo okolnostech, kterých si je koordinující příjemce vědom a které mohou ovlivnit nebo zpozdit implementaci projektu;
- g) koordinující příjemce přijme opatření, která přesvědčí ostatní subjekty s vazbou na projekt, aby upustily od činností, které by mohly mít významný negativní dopad na cíle projektu, na které je projekt zaměřen; pokud sám případně s partnerem nemůže taková opatření přijmout, musí posoudit relevanci dopadu na projekt; v případě ohrožení cílů projektu je povinen o takové situaci informovat CINEA;
- h) ponese odpovědnost za poskytnutí všech dokumentů a informací CINEA, které mohou být požadovány na základě grantové dohody, s výjimkou případů, kdy je v grantové dohodě stanoveno jinak; v případech, kdy jsou informace vyžadovány od jiných příjemců, je koordinující příjemce odpovědný za získání a ověření těchto informací předtím, než je předá CINEA;
- i) připraví žádosti o platbu v souladu s grantovou dohodou;
- j) pokud je označen jako jediný příjemce plateb jménem všech příjemců, musí zajistit, aby byly všechny příslušné platby zaslány do 30 dní od přijetí finančních prostředků poskytnutých CINEA, pokud nedojde k odůvodněnému prodlení;
- k) ponese odpovědnost za poskytnutí veškerých nezbytných dokumentů v případě kontrol a auditů zahájených před vyplacením zůstatku, a v případě hodnocení v souladu s kapitolou IV. článkem 26 grantové dohody, a rovněž za zajištění kopií veškerých podpůrných dokumentů od partnera projektu nejméně za období 5 let od vyplacení zůstatku;
- l) koordinující příjemce nesmí zadat žádnou část svých úkolů uvedených v písmenech a) až h) jinému subjektu.

#### **4. Role a povinnosti partnera projektu**

Všeobecné povinnosti partnera projektu jsou:

- a) nese odpovědnost za realizaci pracovního balíčku WP 4 a dosažení výstupů, které jsou stanoveny ve schválené projektové žádosti ve znění pozdějších změn projektu;
- b) musí neprodleně informovat koordinujícího příjemce o všech změnách, které by mohly ovlivnit nebo zpozdit implementaci projektu, jež jsou partnerovi známy;
- c) partner projektu přijme opatření, která přesvědčí ostatní subjekty s vazbou na projekt, aby upustily od činností, které by mohly mít významný negativní dopad na cíle projektu, na které je projekt zaměřen; pokud sám není schopen taková opatření přijmout, musí posoudit relevanci dopadu na projekt; v případě ohrožení cílů projektu je povinen o takové situaci informovat koordinujícího příjemce;
- d) bude neprodleně informovat koordinujícího příjemce o všech změnách právní, finanční, technické, organizační či vlastnické situace a o všech změnách jména, adresy nebo právního zástupce;
- e) včas poskytne koordinujícímu příjemci:
  - údaje potřebné pro vypracování zpráv, finančních výkazů a dalších dokumentů stanovených v této smlouvě či grantové dohodě;
  - všechny potřebné dokumenty pro účely auditů, kontrol nebo hodnocení podle kapitoly IV. články 25 a 26 grantové dohody;

- veškeré další informace, které mají být poskytnuty CINEA podle této smlouvy či grantové dohody, s výjimkou případů, kdy grantová dohoda vyžaduje, aby takové informace byly CINEA předloženy přímo příjemcem.

## **5. Závazky koordinujícího příjemce a partnera projektu**

Závazky koordinujícího příjemce a partnera projektu jsou následující:

- a) jsou společně a nerozdílně odpovědní za realizaci projektu v souladu s touto smlouvou či grantovou dohodou; pokud některý ze spolupříjemců<sup>1</sup> nerealizuje jeho část projektu, oba příjemci se stávají odpovědní za realizaci této části (aniž by došlo k navýšení maximální výše grantu); tato odpovědnost může být realizována prostřednictvím návrhu na přijetí nového partnera, návrhu na změnu nebo ukončení projektu;
- b) musí společně nebo jednotlivě plnit jakékoli zákonné povinnosti, kterými jsou v rámci platného práva EU, mezinárodního nebo vnitrostátního práva vázáni;
- c) musí provést vhodná interní opatření, která umožní řádnou implementaci projektu; tato opatření musí být v souladu s podmínkami této smlouvy či grantové dohody;
- d) povedou samostatnou účetní evidenci podle obvyklých účetních zvyklostí, uložených příslušnými právními a prováděcími předpisy, zejména zákonem č. 563/1991 Sb., o účetnictví, ve znění pozdějších předpisů;
- e) zajistí, aby všechny faktury obsahovaly jasnou identifikaci projektu;
- f) budou finančně přispívat na projekt dle schválené grantové dohody;
- g) během implementace projektu a po dobu 5 let po vyplacení zůstatku musí smluvní strany zachovat důvěrnost všech informací a dokumentů, které budou označeny za důvěrné; v případech, kdy budou kontrola, audit nebo hodnocení zahájeny před vyplacením zůstatku, musí koordinující příjemce poskytnout veškeré informace, včetně informací v elektronické podobě, požadované CINEA nebo jiným nezávislým orgánem pověřeným CINEA; tam, kde je to vhodné, může CINEA požádat, aby takové informace předložil partner projektu přímo;
- h) během návštěvy na místě musí příjemci umožnit pracovníkům CINEA a nezávislým pracovníkům pověřeným CINEA přístup na pracoviště a do provozoven, kde je nebo byl projekt realizován, ke všem potřebným informacím, včetně informací v elektronické podobě; musí zajistit, aby informace byly v okamžiku návštěvy na místě snadno dostupné a aby požadované informace byly vhodným způsobem předány;
- i) jsou povinni při realizaci projektu zadávat veřejné zakázky v souladu se všeobecnými podmínkami a zákonem č. 134/2016 Sb., o zadávání veřejných zakázek, ve znění pozdějších předpisů;
- j) jsou povinni zajistit účast svých zástupců na jednáních v rámci monitorovací mise organizované externím monitorem, případně CINEA.

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<sup>1</sup> Spolupříjemci jsou koordinující příjemce a partner projektu.

## **6. Předkládání zpráv o realizaci aktivit**

- a) Partner projektu poskytne koordinujícímu příjemci veškeré související informace v dostatečném předstihu před podáním zpráv CINEA a bude k dispozici s dalšími informacemi, pokud o to CINEA požádá.
- b) Harmonogram předkládání zpráv o projektu je následující:
  - Mid-term monitoring report 30/06/2024
  - Final report on the Project with payment request 31/12/2025
- c) Konečný termín pro partnera projektu, aby koordinujícímu příjemci poskytl podklady pro podání zprávy předkládané CINEA, je 30 dnů před uplynutím lhůty pro předložení této zprávy. Podklady budou předloženy v českém jazyce s překladem konkrétních odborných termínů do anglického jazyka.
- d) Partner projektu kromě zpráv uvedených výše předkládá koordinujícímu příjemci pravidelné zprávy obsahující popis realizace aktivit za příslušné kalendářní čtvrtletí. Zprávy jsou podávány koordinujícímu příjemci nejpozději do 20 dnů po ukončení čtvrtletí, tedy do 20. ledna, 20. dubna, 20. července, 20. října. Vzhledem k termínu zahájení projektu, bude první čtvrtletní zpráva podána 20. dubna 2023. Další zprávy budou již dle výše uvedených termínů.

## **7. Předkládání finančních zpráv**

- a) Partner projektu je povinen předkládat zprávy o výdajích koordinujícímu příjemci, jak je specifikováno ve všeobecných podmínkách a grantové dohodě. Zprávy o výdajích jsou předkládány v českém jazyce.
- b) Pokud jde o závěrečný výkaz výdajů a příjmů, poskytne partner projektu koordinujícímu příjemci datovaný a podepsaný „souhrnný výkaz příjemce“ alespoň 30 dnů před konečným termínem předložení závěrečné zprávy CINEA.
- c) Harmonogram předkládání finančních zpráv o projektu je následující:
  - Mid-term monitoring report 30/06/2024
  - Final report on the Project with payment request 31/12/2025
- d) Konečný termín pro partnera projektu, aby koordinujícímu příjemci poskytl finanční výkaz pro podání finanční zprávy předkládané CINEA, je 30 dnů před uplynutím lhůty pro předložení této zprávy.
- e) Partner projektu kromě zpráv uvedených výše v tomto článku, předkládá koordinujícímu příjemci pravidelné finanční zprávy obsahující popis a přehled finančního čerpání za příslušné kalendářní čtvrtletí. Zprávy jsou podávány koordinujícímu příjemci do 20 dnů po ukončení čtvrtletí, tedy do 20. ledna, 20. dubna, 20. července, 20. října, pokud si je ve výjimečných případech koordinující příjemce nevyžádá v jiném termínu.
- f) Způsobilé výdaje projektu jsou výdaje skutečně vzniklé příjemci a splňující následující kritéria:
  - vznikly v období implementace projektu, s výjimkou výdajů vztahujících se k žádosti o vyplacení zůstatku.

- g) Výdaje budou považovány za vzniklé během období implementace projektu v případě, že zákonná povinnost zaplatit byla sjednána po datu zahájení a před datem ukončení projektu a splňují následující kritéria:
- jsou uvedené ve schváleném rozpočtu projektu; rozpočet je uveden v příloze II grantové dohody (Annex 2);
  - vznikly ve spojitosti s projektem, jak je popsáno v grantové dohodě, a jsou nezbytné pro jeho implementaci;
  - jsou identifikovatelné a ověřitelné, zejména jsou zaznamenány v účetnictví příjemce a stanoveny podle platných účetních standardů země, kde příjemce sídlí;
  - splňují požadavky platných daňových předpisů a zákonných předpisů v oblasti sociálního zabezpečení;
  - jsou rozumné, odůvodněné a v souladu se zásadou řádného finančního řízení, zejména pokud jde o hospodárnost a efektivnost.
- h) Partner projektu odpovídá za to, že režijní výdaje budou čerpány v souladu s grantovou dohodou a pravidly programu LIFE.

## **8. Odhadované způsobilé výdaje a finanční příspěvek partnera do projektu**

- a) V souladu s „prohlášením partnera projektu“ implementuje partner projektu aktivity s odhadovanými celkovými náklady ve výši 125 000 €.
- b) Partner projektu přispěje 6 250 € na projekt z vlastních finančních zdrojů.
- c) Partner projektu obdrží od koordinujícího příjemce maximální částku 118 750 € jako příspěvek EU. Veškeré platby příspěvku EU koordinujícího příjemce partnerovi projektu budou převáděny v kurzu české koruny vůči euru ke dni přijetí příspěvku EU koordinujícím příjemcem.
- d) Odhadované celkové výdaje vynaložené partnerem projektu budou během projektu pravidelně kontrolovány. Po dohodě s koordinujícím příjemcem (která zohlední celkové výdaje na projekt, které vzniknou všem účastníkům), mohou být částky uvedené v tomto článku upraveny za předpokladu, že změny týkající se rozpočtu projektu jsou v souladu s grantovou dohodou.
- e) Konečné vypořádání bude vycházet z posouzení závěrečného výkazu výdajů a příjmů CINEA a přesněji ze schválených způsobilých výdajů projektu.
- f) Podle článku 22.3.4 Final payment — Final grant amount — Revenues and Profit — Recovery grantové dohody a všeobecných podmínek bude v případě, že projekt vytváří zisk, příspěvek EU snížen úměrně skutečné konečné sazbě proplacení způsobilých nákladů schválených CINEA.

## **9. Platební podmínky**

- a) Pokud není partnerem projektu písemně požadováno jinak, provede koordinující příjemce veškeré platby na následující bankovní účet partnera projektu:
- Číslo účtu: 7316685001/5500
  - IBAN: CZ7555000000007316685001

- SWIFT kód banky (BIC): RZBC CZ PP
  - Držitel účtu: Komora obnovitelných zdrojů energie, Sněmovní 174/7, Praha 1, 11800, Česká republika, IČ 00753700
  - Jméno a adresa banky: Raiffeisenbank a.s., Hvězdova 1716/2b, Praha 4, 140 78
- b) Platební model mezi koordinujícím příjemcem a partnerem projektu je:
- První zálohová platba příspěvku EU činí 47 500 €, jedná se o 40 % finančních prostředků z první zálohové platby CINEA.
  - Následující druhá a třetí zálohová platba bude poskytnuta v souladu s platební strukturou uvedenou v grantové dohodě s CINEA. Jakmile koordinující příjemce obdrží následnou platbu, bude do 30 dnů odeslána příslušná část partnerovi projektu.
  - Ex-post závěrečná platba bude poskytnuta po schválení závěrečné zprávy projektu CINEA v závislosti na skutečné výši vynaložených výdajů projektu.
- c) Koordinující příjemce a partner projektu souhlasí s tím, že všechny platby se považují za platby předběžného financování, dokud CINEA neschválí závěrečné technické a finanční zprávy a neprovede závěrečnou platbu koordinujícímu příjemci. Koordinující příjemce převede adekvátní podíl konečné platby na partnera projektu poté, co CINEA provede závěrečnou platbu.
- d) Partner projektu se zavazuje navrátit zpětně veškeré částky, které byly neoprávněně vyplaceny partnerovi projektu, včetně neoprávněně vyplacených částek, které byly jako takové identifikovány během následného auditu CINEA.

## **10. Ukončení smlouvy**

- a) Obě smluvní strany mají právo vypovědět tuto smlouvu. Výpověď musí být písemná a musí být doručena druhé smluvní straně. Výpovědní lhůta činí 3 měsíce a počíná plynout první den kalendářního měsíce následujícího od doručení výpovědi druhé smluvní straně.
- b) Koordinující příjemce může vypovědět tuto smlouvu, zejména pokud nastanou následující okolnosti:
- nastane změna právní, finanční, technické, organizační nebo vlastnické situace příjemce, která by mohla zásadně ovlivnit provádění grantové dohody nebo která zpochybní rozhodnutí o udělení grantu;
  - by změny grantové dohody nezbytné po ukončení účasti jednoho nebo několika příjemců zpochybnily rozhodnutí o udělení grantu nebo měly za následek nerovné zacházení s žadateli;
  - příjemci neimplementují projekt, jak je specifikováno v grantové dohodě, nebo příjemce nedodrží jinou podstatnou povinnost, která mu z grantové dohody vyplývá;
  - implementaci projektu brání vyšší moc nebo výjimečné okolnosti, nebo je implementace v jejich důsledku pozastavena, a buď:
    - o je obnovení nemožné; nebo
    - o by nezbytné změny grantové dohody, zpochybnily rozhodnutí o přidělení grantu, nebo by byly v rozporu s rovným zacházením s žadateli.

## **11. Závěrečná ustanovení**

- a) Veškeré změny této smlouvy musí být provedeny formou písemného dodatku.
- b) Účelem nebo důsledkem změn nesmí být provedení úprav grantové dohody, které by zpochybnilo rozhodnutí o přidělení grantu nebo bylo v rozporu s rovným zacházením s žadateli.
- c) Formální změnu grantové dohody vyžadují pouze podstatné úpravy, které budou akceptovány jen v řádně odůvodněných případech.
- d) Tato smlouva byla sepsána ve 3 vyhotoveních, z nichž 2 vyhotovení obdrží koordinující příjemce a 1 vyhotovení obdrží partner projektu.

V Praze, dne

Za koordinujícího příjemce

Za partnera projektu

---

### **PŘÍLOHY:**

1. Grantová dohoda projektu LIFE21-CAP-CZ-LIFE FOR CZECHIA uzavřená mezi evropskou CINEA a koordinujícím příjemcem, včetně veškerých jejích příloh.



## EUROPEAN CLIMATE, INFRASTRUCTURE AND ENVIRONMENT EXECUTIVE AGENCY (CINEA)

CINEA.D – Natural resources, climate, sustainable blue economy and clean energy  
D.1 – LIFE Energy + LIFE Climate

### GRANT AGREEMENT

#### **Project 101101830 — LIFE21-CAP-CZ-LIFE FOR CZECHIA**

#### **PREAMBLE**

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

**on the one part,**

the **European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and**

**on the other part,**

1. 'the coordinator':

**MINISTERSTVO ŽIVOTNÍHO PROSTŘEDÍ (MoE)**, PIC 890202757, established in VRSOVICKA 1442/65, PRAHA 100 10, Czechia,

and the following other beneficiaries, if they sign their 'accession form' (see Annex 3 and Article 40):

2. **KOMORA OBNOVITELNYCH ZDROJU ENERGIE, Z.S. (CZREC)**, PIC 951696974, established in SNEMOVNI 174/7, PRAHA 118 00, Czechia,

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 2a Additional information on unit costs and contributions (if applicable)

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)

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<sup>1</sup> Template published on [Portal Reference Documents](#).

<sup>2</sup> Template published on [Portal Reference Documents](#).

<sup>3</sup> Template published on [Portal Reference Documents](#).

## TERMS AND CONDITIONS

### TABLE OF CONTENTS

<b>GRANT AGREEMENT.....</b>	<b>1</b>
<b>PREAMBLE.....</b>	<b>1</b>
<b>TERMS AND CONDITIONS.....</b>	<b>3</b>
<b>DATASHEET.....</b>	<b>8</b>
<b>CHAPTER 1 GENERAL.....</b>	<b>13</b>
ARTICLE 1 — SUBJECT OF THE AGREEMENT .....	13
ARTICLE 2 — DEFINITIONS.....	13
<b>CHAPTER 2 ACTION.....</b>	<b>14</b>
ARTICLE 3 — ACTION.....	14
ARTICLE 4 — DURATION AND STARTING DATE.....	14
<b>CHAPTER 3 GRANT.....</b>	<b>14</b>
ARTICLE 5 — GRANT.....	14
5.1 Form of grant.....	14
5.2 Maximum grant amount.....	15
5.3 Funding rate.....	15
5.4 Estimated budget, budget categories and forms of funding.....	15
5.5 Budget flexibility.....	15
ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS.....	16
6.1 General eligibility conditions.....	16
6.2 Specific eligibility conditions for each budget category.....	17
6.3 Ineligible costs and contributions.....	22
6.4 Consequences of non-compliance.....	23
<b>CHAPTER 4 GRANT IMPLEMENTATION.....</b>	<b>23</b>
<b>SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS.....</b>	<b>23</b>
ARTICLE 7 — BENEFICIARIES.....	23
ARTICLE 8 — AFFILIATED ENTITIES.....	25
ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION.....	26
9.1 Associated partners.....	26
9.2 Third parties giving in-kind contributions to the action.....	26
9.3 Subcontractors.....	26

9.4 Recipients of financial support to third parties.....	26
<b>ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS.....</b>	<b>26</b>
10.1 Non-EU participants.....	26
10.2 Participants which are international organisations.....	27
10.3 Pillar-assessed participants.....	27
<b>SECTION 2 RULES FOR CARRYING OUT THE ACTION.....</b>	<b>30</b>
<b>ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION.....</b>	<b>30</b>
11.1 Obligation to properly implement the action.....	30
11.2 Consequences of non-compliance.....	30
<b>ARTICLE 12 — CONFLICT OF INTERESTS.....</b>	<b>30</b>
12.1 Conflict of interests.....	30
12.2 Consequences of non-compliance.....	30
<b>ARTICLE 13 — CONFIDENTIALITY AND SECURITY.....</b>	<b>30</b>
13.1 Sensitive information.....	30
13.2 Classified information.....	31
13.3 Consequences of non-compliance.....	31
<b>ARTICLE 14 — ETHICS AND VALUES.....</b>	<b>32</b>
14.1 Ethics.....	32
14.2 Values.....	32
14.3 Consequences of non-compliance.....	32
<b>ARTICLE 15 — DATA PROTECTION.....</b>	<b>32</b>
15.1 Data processing by the granting authority.....	32
15.2 Data processing by the beneficiaries.....	32
15.3 Consequences of non-compliance.....	33
<b>ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE.....</b>	<b>33</b>
16.1 Background and access rights to background.....	33
16.2 Ownership of results.....	33
16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes.....	34
16.4 Specific rules on IPR, results and background.....	35
16.5 Consequences of non-compliance.....	35
<b>ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY.....</b>	<b>35</b>
17.1 Communication — Dissemination — Promoting the action.....	35
17.2 Visibility — European flag and funding statement.....	35
17.3 Quality of information — Disclaimer.....	36

17.4	Specific communication, dissemination and visibility rules.....	36
17.5	Consequences of non-compliance.....	36
<b>ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION.....</b>		<b>36</b>
18.1	Specific rules for carrying out the action.....	36
18.2	Consequences of non-compliance.....	36
<b>SECTION 3 GRANT ADMINISTRATION.....</b>		<b>37</b>
<b>ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS.....</b>		<b>37</b>
19.1	Information requests.....	37
19.2	Participant Register data updates.....	37
19.3	Information about events and circumstances which impact the action.....	37
19.4	Consequences of non-compliance.....	37
<b>ARTICLE 20 — RECORD-KEEPING.....</b>		<b>38</b>
20.1	Keeping records and supporting documents.....	38
20.2	Consequences of non-compliance.....	39
<b>ARTICLE 21 — REPORTING.....</b>		<b>39</b>
21.1	Continuous reporting.....	39
21.2	Periodic reporting: Technical reports and financial statements.....	39
21.3	Currency for financial statements and conversion into euros.....	40
21.4	Reporting language.....	40
21.5	Consequences of non-compliance.....	40
<b>ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE.....</b>		<b>41</b>
22.1	Payments and payment arrangements.....	41
22.2	Recoveries.....	41
22.3	Amounts due.....	41
22.4	Enforced recovery.....	46
22.5	Consequences of non-compliance.....	47
<b>ARTICLE 23 — GUARANTEES.....</b>		<b>47</b>
23.1	Prefinancing guarantee.....	47
23.2	Consequences of non-compliance.....	48
<b>ARTICLE 24 — CERTIFICATES.....</b>		<b>48</b>
24.1	Operational verification report (OVR).....	48
24.2	Certificate on the financial statements (CFS).....	48
24.3	Certificate on the compliance of usual cost accounting practices (CoMUC).....	49
24.4	Systems and process audit (SPA).....	49
24.5	Consequences of non-compliance.....	49

ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS.....	49
25.1 Granting authority checks, reviews and audits.....	49
25.2 European Commission checks, reviews and audits in grants of other granting authorities.....	51
25.3 Access to records for assessing simplified forms of funding.....	51
25.4 OLAF, EPPO and ECA audits and investigations.....	51
25.5 Consequences of checks, reviews, audits and investigations — Extension of results of reviews, audits or investigations.....	51
25.6 Consequences of non-compliance.....	53
ARTICLE 26 — IMPACT EVALUATIONS.....	53
26.1 Impact evaluation.....	53
26.2 Consequences of non-compliance.....	53
<b>CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE.....</b>	<b>53</b>
<b>SECTION 1 REJECTIONS AND GRANT REDUCTION.....</b>	<b>53</b>
ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS.....	53
27.1 Conditions.....	53
27.2 Procedure.....	53
27.3 Effects.....	54
ARTICLE 28 — GRANT REDUCTION.....	54
28.1 Conditions.....	54
28.2 Procedure.....	54
28.3 Effects.....	54
<b>SECTION 2 SUSPENSION AND TERMINATION.....</b>	<b>55</b>
ARTICLE 29 — PAYMENT DEADLINE SUSPENSION.....	55
29.1 Conditions.....	55
29.2 Procedure.....	55
ARTICLE 30 — PAYMENT SUSPENSION.....	55
30.1 Conditions.....	55
30.2 Procedure.....	56
ARTICLE 31 — GRANT AGREEMENT SUSPENSION.....	56
31.1 Consortium-requested GA suspension.....	56
31.2 EU-initiated GA suspension.....	57
ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION.....	58
32.1 Consortium-requested GA termination.....	58
32.2 Consortium-requested beneficiary termination.....	59
32.3 EU-initiated GA or beneficiary termination.....	60

<b>SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS.....</b>	<b>63</b>
ARTICLE 33 — DAMAGES.....	63
33.1 Liability of the granting authority.....	64
33.2 Liability of the beneficiaries.....	64
ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES.....	64
<b>SECTION 4 FORCE MAJEURE.....</b>	<b>64</b>
ARTICLE 35 — FORCE MAJEURE.....	64
<b>CHAPTER 6 FINAL PROVISIONS.....</b>	<b>65</b>
ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES.....	65
36.1 Forms and means of communication — Electronic management.....	65
36.2 Date of communication.....	65
36.3 Addresses for communication.....	65
ARTICLE 37 — INTERPRETATION OF THE AGREEMENT.....	66
ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES.....	66
ARTICLE 39 — AMENDMENTS.....	66
39.1 Conditions.....	66
39.2 Procedure.....	66
ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES.....	67
40.1 Accession of the beneficiaries mentioned in the Preamble.....	67
40.2 Addition of new beneficiaries.....	67
ARTICLE 41 — TRANSFER OF THE AGREEMENT.....	67
ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY.....	68
ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES.....	68
43.1 Applicable law.....	68
43.2 Dispute settlement.....	68
ARTICLE 44 — ENTRY INTO FORCE.....	68

## DATA SHEET

### 1. General data

Project summary:

Project summary
<p>The Czech Republic has participated in the LIFE Programme since it joined the EU in 2004. In order for the Czech Republic to be able to use the programme more effectively and to obtain more funding to address environmental and climate-change issues and the transition to clean energy, it is necessary to increase the number and quality of project applications submitted. To support the implementation of the LIFE Programme in CR, the National Contact Point (NCP) has been established within the Ministry of Environment; its activities are supported by the state budget. The NCP has been providing long-term advisory, information and financial assistance to applicants. The FUTURE FOR CZECH LIFE project aims at strengthening the existing knowledge and communication capacity of the NCP and creating a tailor-made service offer that will improve its functioning and provide Czech applicants with professional and effective support for the preparation of a higher number of quality projects. The project responds to the needs on the applicants' side, the identified barriers to a better use of EU programmes in the Czech Republic and issues related to the new set-up and implementation of the LIFE Programme in the period 2021-2027. To achieve the Project's objectives, activities have been designed in 6 work packages (WPs). The WP activities focus on specific thematic areas (e.g., transition to clean energy), project types (e.g., integrated projects or SAPs) and applicant types (e.g., business entities or specialised sector organisations). In particular, the project will result in strengthened internal expertise of the NCP in Programme knowledge and preparation of project applications, as well as more active communication with specific applicant groups, with other NCPs and with the EC/CINEA, and offering new or innovative services. The Project partner is the Chamber of Renewable Energy Sources, providing expertise in clean energy issues. The project is planned for 3 years (2023-2025).</p>

Keywords:

- Building capacities, national contact point, Czech Republic, Ministry of Environment

Project number: 101101830

Project name: FUTURE for Czech LIFE

Project acronym: LIFE21-CAP-CZ-LIFE FOR CZECHIA

Call: LIFE-2021-TA-CAP

Topic: LIFE-2021-TA-CAP

Type of action: LIFE Project Grants

Granting authority: European Climate, Infrastructure and Environment 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: 36 months

Consortium agreement: Yes

### 2. Participants

List of participants:

N°	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
1	COO	MoE	MINISTERSTVO ZIVOTNIHO PROSTREDI	CZ	890202757	317 375.00	301 506.00
2	BEN	CZREC	KOMORA OBNOVITELNYCH ZDROJU ENERGIE, Z.S.	CZ	951696974	125 000.00	118 750.00
<b>Total</b>						442 375.00	420 256.00

**Coordinator:**

- MINISTERSTVO ZIVOTNIHO PROSTREDI (MoE)

**3. Grant****Maximum grant amount, total estimated eligible costs and contributions and funding rate:**

Total eligible costs (BEN and AE)	Funding rate (%)	Maximum grant amount (Annex 2)	Maximum grant amount (award decision)
442 375.00	95	420 256.00	420 256.00

**Grant form:** Budget-based**Grant mode:** Action grant**Budget categories/activity types:**

- A. Personnel costs
  - A.1 Employees, A.2 Natural persons under direct contract, A.3 Seconded persons
  - A.4 SME owners and natural person beneficiaries
  - A.5 Volunteers
- B. Subcontracting costs
- C. Purchase costs
  - C.1 Travel and subsistence
  - C.2 Equipment
  - C.3 Other goods, works and services
- D. Other cost categories
  - D.1 Financial support to third parties
  - D.2 Land purchase
- E. Indirect costs

**Cost eligibility options:**

- Standard supplementary payments
- Limitation for subcontracting
- Travel and subsistence:
  - Travel: Actual costs
  - Accommodation: Actual costs
  - Subsistence: Actual costs
- Equipment: full costs and depreciation for listed equipment
- Costs for providing financial support to third parties (actual cost; max amount for each recipient: EUR 20 000.00)
- Indirect cost flat-rate: 0% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any)
- VAT: Yes
- Other ineligible costs

**Budget flexibility:** Yes (no flexibility cap)

#### 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):**

Reporting					Payments	
Reporting periods			Type	Deadline	Type	Deadline (time to pay)
RP No	Month from	Month to				
					Initial prefinancing	30 days from entry into force/ financial guarantee (if required) – whichever is the latest
1	1	18	Additional prefinancing report	60 days after end of reporting period	Additional prefinancing	60 days from receiving additional prefinancing report/ financial guarantee (if required) – whichever is the latest
2	19	36	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report

**Prefinancing payments and guarantees:**

Prefinancing payment		Prefinancing guarantee		
Type	Amount	Guarantee amount	Division per participant	
Prefinancing 1 (initial)	126 076.80	n/a	1 - MoE	n/a
			2 - CZREC	n/a
Prefinancing 2 (additional)	210 128.00	n/a	1 - MoE	n/a
			2 - CZREC	n/a

**Reporting and payment modalities (art 21, 22):**

Mutual Insurance Mechanism (MIM): No

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

Interim payment ceiling (if any): 90% of the maximum grant amount

No-profit rule: No

Late payment interest: ECB + 3.5%

Bank account for payments:

CZ6507100000190007628001

Conversion into euros: Double conversion

Reporting language: Language of the Agreement

#### **4.3 Certificates** (art 24):

Certificates on the financial statements (CFS):

Conditions:

Schedule: interim/final payment, if threshold is reached

Standard threshold (beneficiary-level):

- financial statement: requested EU contribution to costs  $\geq$  EUR 500 000.00

#### **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)

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

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<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]:

- (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)];
- (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 **101101830 — LIFE21-CAP-CZ-LIFE FOR CZECHIA** ('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**

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

<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 budget-based mixed actual cost grant (i.e. a grant based on actual costs incurred, but which may also include other forms of funding, such as unit costs or contributions, flat-rate costs or contributions, lump sum costs or contributions or financing not linked to costs).

## 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

The funding rate for costs is 95% of the action's eligible costs.

Contributions are not subject to any funding rate.

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

The estimated budget for the action is set out in Annex 2.

It contains the estimated eligible costs and contributions for the action, broken down by participant and budget category.

Annex 2 also shows the types of costs and contributions (forms of funding)<sup>9</sup> to be used for each budget category.

If unit costs or contributions are used, the details on the calculation will be explained in Annex 2a.

## 5.5 Budget flexibility

The budget breakdown may be adjusted — without an amendment (see Article 39) — by transfers (between participants and budget categories), as long as this does not imply any substantive or important change to the description of the action in Annex 1.

However:

- changes to the budget category for volunteers (if used) always require an amendment
- changes to budget categories with lump sums costs or contributions (if used; including financing not linked to costs) always require an amendment
- changes to budget categories with higher funding rates or budget ceilings (if used) always require an amendment
- addition of amounts for subcontracts not provided for in Annex 1 either require an amendment or simplified approval in accordance with Article 6.2

---

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

- other changes require an amendment or simplified approval, if specifically provided for in Article 6.2
- flexibility caps: not applicable.

## ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS

In order to be eligible, costs and contributions must meet the **eligibility** conditions set out in this Article.

### 6.1 General eligibility conditions

The **general eligibility conditions** are the following:

- (a) for actual costs:
  - (i) they must be actually incurred by the beneficiary
  - (ii) they must be incurred in the period set out in Article 4 (with the exception of costs relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)
  - (iii) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
  - (iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation
  - (v) they must be identifiable and verifiable, in particular recorded in the beneficiary's accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary's usual cost accounting practices
  - (vi) they must comply with the applicable national law on taxes, labour and social security and
  - (vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency
- (b) for unit costs or contributions (if any):
  - (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
  - (ii) the units must:
    - be actually used or produced by the beneficiary in the period set out in Article 4 (with the exception of units relating to the submission of the final periodic report, which may be used or produced afterwards; see Article 21)
    - be necessary for the implementation of the action and
  - (iii) the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20)

- (c) for flat-rate costs or contributions (if any):
- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
  - (ii) the costs or contributions to which the flat-rate is applied must:
    - be eligible
    - relate to the period set out in Article 4 (with the exception of costs or contributions relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)
- (d) for lump sum costs or contributions (if any):
- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
  - (ii) the work must be properly implemented by the beneficiary in accordance with Annex 1
  - (iii) the deliverables/outputs must be achieved in the period set out in Article 4 (with the exception of deliverables/outputs relating to the submission of the final periodic report, which may be achieved afterwards; see Article 21)
- (e) for unit, flat-rate or lump sum costs or contributions according to usual cost accounting practices (if any):
- (i) they must fulfil the general eligibility conditions for the type of cost concerned
  - (ii) the cost accounting practices must be applied in a consistent manner, based on objective criteria, regardless of the source of funding
- (f) for financing not linked to costs (if any): the results must be achieved or the conditions must be fulfilled as described in Annex 1.

In addition, for direct cost categories (e.g. personnel, travel & subsistence, subcontracting and other direct costs) only costs that are directly linked to the action implementation and can therefore be attributed to it directly are eligible. They must not include any indirect costs (i.e. costs that are only indirectly linked to the action, e.g. via cost drivers).

## 6.2 Specific eligibility conditions for each budget category

For each budget category, the **specific eligibility conditions** are as follows:

### **Direct costs**

#### **A. Personnel costs**

**A.1 Costs for employees (or equivalent)** are eligible as personnel costs if they fulfil the general eligibility conditions and are related to personnel working for the beneficiary under an employment contract (or equivalent appointing act) and assigned to the action.

They must be limited to salaries, social security contributions, taxes and other costs linked to the

remuneration, if they arise from national law or the employment contract (or equivalent appointing act) and be calculated on the basis of the costs actually incurred, in accordance with the following method:

{daily rate for the person  
multiplied by  
number of day-equivalents worked on the action (rounded up or down to the nearest half-day)}.

The daily rate must be calculated as:

{annual personnel costs for the person  
divided by  
215}.

The number of day-equivalents declared for a person must be identifiable and verifiable (see Article 20).

The total number of day-equivalents declared in EU grants, for a person for a year, cannot be higher than 215.

The personnel costs may also include supplementary payments for personnel assigned to the action (including payments on the basis of supplementary contracts regardless of their nature), if:

- it is part of the beneficiary's usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required
- the criteria used to calculate the supplementary payments are objective and generally applied by the beneficiary, regardless of the source of funding used.

**A.2 and A.3 Costs for natural persons working under a direct contract** other than an employment contract and costs for **seconded persons by a third party against payment** are also eligible as personnel costs, if they are assigned to the action, fulfil the general eligibility conditions and:

- (a) work under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed) and
- (b) the result of the work belongs to the beneficiary (unless agreed otherwise).

They must be calculated on the basis of a rate which corresponds to the costs actually incurred for the direct contract or secondment and must not be significantly different from those for personnel performing similar tasks under an employment contract with the beneficiary.

**A.4 The work of SME owners** for the action (i.e. owners of beneficiaries that are small and medium-sized enterprises<sup>10</sup> not receiving a salary) or **natural person beneficiaries** (i.e. beneficiaries that are

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<sup>10</sup> For the definition, see Commission Recommendation 2003/361/EC: micro, small or medium-sized enterprise (SME) are enterprises

- engaged in an economic activity, irrespective of their legal form (including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity) and

natural persons not receiving a salary) may be declared as personnel costs, if they fulfil the general eligibility conditions and are calculated as unit costs in accordance with the method set out in Annex 2a.

**A.5** The work of **volunteers** for the action (i.e. persons who freely work for an organisation, on a non-compulsory basis and without being paid) may be declared as personnel costs, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions and are calculated as unit costs in accordance with the method set out in Annex 2a.

They:

- may not exceed the maximum amount for volunteers for the action (which corresponds to 50% of the total (ineligible and eligible) project costs and contributions estimated in the proposal)
- may not exceed the maximum amount for volunteers for each beneficiary set out in Annex 2
- may not make the maximum EU contribution to costs higher than the total eligible costs without volunteers.

If also indirect costs for volunteers are declared eligible in the call conditions, the amount of indirect costs may be added to the volunteers costs category in Annex 2, at the flat-rate set out in Point E.

## **B. Subcontracting costs**

**Subcontracting costs** for the action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible, if they are calculated on the basis of the costs actually incurred, fulfil the general eligibility conditions and are awarded using the beneficiary's usual purchasing practices — provided these ensure subcontracts with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

Beneficiaries that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with the applicable national law on public procurement.

Subcontracting may cover only a limited part of the action.

The tasks to be subcontracted and the estimated cost for each subcontract must be set out in Annex 1 and the total estimated costs of subcontracting per beneficiary must be set out in Annex 2 (or may be approved ex post in the periodic report, if the use of subcontracting does not entail changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants; 'simplified approval procedure').

## **C. Purchase costs**

**Purchase costs** for the action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible if they fulfil the general eligibility conditions and are bought using the beneficiary's usual purchasing practices — provided these ensure purchases with

- 
- employing fewer than 250 persons (expressed in 'annual working units' as defined in Article 5 of the Recommendation) and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

Beneficiaries that are ‘contracting authorities/entities’ within the meaning of the EU Directives on public procurement must also comply with the applicable national law on public procurement.

### **C.1 Travel and subsistence**

Purchases for **travel, accommodation and subsistence** must be calculated as follows:

- travel: on the basis of the costs actually incurred and in line with the beneficiary’s usual practices on travel
- accommodation: on the basis of the costs actually incurred and in line with the beneficiary’s usual practices on travel
- subsistence: on the basis of the costs actually incurred and in line with the beneficiary’s usual practices on travel .

### **C.2 Equipment**

Purchases of **equipment, infrastructure or other assets** specifically for the action (or developed as part of the action tasks) may be declared as full capitalised costs if they fulfil the eligibility conditions applicable to their respective cost categories.

‘Capitalised costs’ means:

- costs incurred in the purchase or for the development of the equipment, infrastructure or other assets and,
- which are recorded under a fixed asset account of the beneficiary in compliance with international accounting standards and the beneficiary’s usual cost accounting practices.

If such equipment, infrastructure or other assets are rented or leased, full costs for **renting or leasing** are eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees.

### **C.3 Other goods, works and services**

Purchases of **other goods, works and services** must be calculated on the basis of the costs actually incurred.

Such goods, works and services include, for instance, consumables and supplies, promotion, dissemination, protection of results, translations, publications, certificates and financial guarantees, if required under the Agreement.

## **D. Other cost categories**

### **D.1 Financial support to third parties**

**Costs for providing financial support to third parties** (in the form of **grants, prizes** or similar forms of support; if any) are eligible, if and as declared eligible in the call conditions, if they fulfil the

general eligibility conditions, are calculated on the basis of the costs actually incurred and the support is implemented in accordance with the conditions set out in Annex 1.

These conditions must ensure objective and transparent selection procedures and include at least the following:

- (a) for grants (or similar):
  - (i) the maximum amount of financial support for each third party ('recipient'); this amount may not exceed the amount set out in the Data Sheet (see Point 3) or otherwise agreed with the granting authority
  - (ii) the criteria for calculating the exact amount of the financial support
  - (iii) the different types of activity that qualify for financial support, on the basis of a closed list
  - (iv) the persons or categories of persons that will be supported and
  - (v) the criteria and procedures for giving financial support
- (b) for prizes (or similar):
  - (i) the eligibility and award criteria
  - (ii) the amount of the prize and
  - (iii) the payment arrangements.

## **D.2 Land purchase**

Costs for land purchase from private entities (or long-term lease of land or one-off compensations for land use rights) are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred and:

- (a) the purchase will contribute to improving, maintaining and restoring the integrity of the Natura 2000 network set up pursuant to Article 3 of Directive 92/43/EEC, including through improving connectivity by the creation of corridors, stepping stones, or other elements of green infrastructure
- (b) land purchase is the only or most cost-effective way of achieving the desired conservation outcome
- (c) the land purchased is reserved in the long term for uses consistent with the specific objectives of the LIFE Programme
- (d) the Member State concerned ensures, by way of transfer or otherwise, the long-term assignment of such land to nature conservation purposes and the beneficiary documents this by ensuring that:
  - (i) the entry into the land register includes a condition that the land will be assigned definitively to nature conservation
  - (ii) or, if there is no land register or such a condition is not possible under national law, that

such a condition is either included in the land sale contract or guaranteed by equivalent means

- (e) for land purchases by private entity beneficiaries: the beneficiaries ensure the long-term conservation by ensuring that:
  - (i) the entry into the land register includes a condition that, in case of their dissolution or incapacity to manage the land according to nature conservation requirements, the property will be transferred to an entity primarily active in the field of nature protection
  - (ii) or, if there is no land register or such a condition is not possible under national law, that such a condition is either included in the land sale contract or guaranteed by equivalent means
- (f) for purchases of partial rights: the entry into the land register duly reflects the long-term nature conservation objectives and the requirements set out in this Article
- (g) for land purchased to be exchanged at a later date for another parcel on which the action will be undertaken: the exchange is carried out before the end of the action and the land exchanged complies with the requirements set out in this Article
- (h) for long-term leases: the lease is of at least 20 years and includes provisions and commitments that ensure the achievement of its objectives in terms of habitat and species protection.

This cost will not be taken into account for the indirect cost flat-rate.

### **Indirect costs**

#### **E. Indirect costs**

**Indirect costs** will be reimbursed at the flat-rate of 0% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any).

### **Contributions**

Not applicable

### **6.3 Ineligible costs and contributions**

The following costs or contributions are **ineligible**:

- (a) costs or contributions that do not comply with the conditions set out above (Article 6.1 and 6.2), in particular:
  - (i) costs related to return on capital and dividends paid by a beneficiary
  - (ii) debt and debt service charges
  - (iii) provisions for future losses or debts
  - (iv) interest owed
  - (v) currency exchange losses

- (vi) bank costs charged by the beneficiary's bank for transfers from the granting authority
  - (vii) excessive or reckless expenditure
  - (viii) deductible or refundable VAT (including VAT paid by public bodies acting as public authority)
  - (ix) costs incurred or contributions for activities implemented during grant agreement suspension (see Article 31)
  - (x) in-kind contributions by third parties
- (b) costs or contributions declared 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 cases:
- (i) Synergy actions: not applicable
  - (ii) if the action grant is combined with an operating grant<sup>11</sup> running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant
- (c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant)
- (d) costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies
- (e) other :
- (i) country restrictions for eligible costs: not applicable
  - (ii) costs or contributions declared specifically ineligible in the call conditions.

## **6.4 Consequences of non-compliance**

If a beneficiary declares costs or 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**

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<sup>11</sup> For the definition, see Article 180(2)(b) of EU Financial Regulation 2018/1046: ‘**operating grant**’ means an EU grant to finance “the functioning of a body which has an objective forming part of and supporting an EU policy”.

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. Costs and 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) (if required; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
  - 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’<sup>12</sup> (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

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<sup>12</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.”

Not applicable

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

### **9.1 Associated partners**

Not applicable

### **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 costs or contributions to the action and the costs for the in-kind contributions are not eligible.

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 costs for the subcontracted tasks (invoiced price from the subcontractor) are eligible and may be charged by the beneficiaries, under the conditions set out in Article 6. The costs will be included in Annex 2 as part of the beneficiaries' costs.

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: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC<sup>13</sup>
- for the controls under Article 25: to 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).

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<sup>13</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 the 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>14</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**

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<sup>14</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>15</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>16</sup>).

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<sup>15</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>16</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
- (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 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



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**

### **18.1 Specific rules for carrying out the action**

Specific rules for implementing the action (if any) are set out in Annex 5.

### **18.2 Consequences of non-compliance**

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

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

### **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 costs or 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 in line with the accepted standards in the respective field (if any).

In addition, the beneficiaries must — for the same period — keep the following to justify the amounts declared:

- (a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the beneficiaries' usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents
- (b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied
- (c) for the following simplified costs and contributions: the beneficiaries do not need to keep specific records on the actual costs incurred, but must keep:
  - (i) for unit costs and contributions (if any): adequate records and supporting documents to prove the number of units declared
  - (ii) for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as described in Annex 1
  - (iii) for financing not linked to costs (if any): adequate records and supporting documents to prove the achievement of the results or the fulfilment of the conditions as described in Annex 1
- (d) for unit, flat-rate and lump sum costs and contributions according to usual cost accounting practices (if any): the beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in Articles 6.1 and 6.2.

Moreover, the following is needed for specific budget categories:

- (e) for personnel costs: time worked for the beneficiary under the action must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; the granting authority may accept alternative evidence supporting the time worked for the action declared, if it considers that it offers an adequate level of assurance
- (f) additional record-keeping rules: not applicable

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, costs or 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 statements (individual and consolidated; for all beneficiaries/affiliated entities)
- the explanation on the use of resources (or detailed cost reporting table, if required)

- the certificates on the financial statements (CFS) (if required; see Article 24.2 and Data Sheet, Point 4.3).

The **financial statements** must detail the eligible costs and contributions for each budget category and, for the final payment, also the revenues for the action (see Articles 6 and 22).

All eligible costs and contributions incurred should be declared, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts that are not declared in the individual financial statements will not be taken into account by the granting authority.

By signing the financial statements (directly in the Portal Periodic Reporting tool), the beneficiaries confirm that:

- the information provided is complete, reliable and true
- the costs and contributions declared are eligible (see Article 6)
- the costs and contributions 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)
- for the final periodic report: all the revenues have been declared (if required; see Article 22).

Beneficiaries will have to submit also the financial statements of their affiliated entities (if any). In case of recoveries (see Article 22), beneficiaries will be held responsible also for the financial statements of their affiliated entities.

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

The financial statements must be drafted in euro.

Beneficiaries with general accounts established in a currency other than the euro must convert the costs recorded in their accounts into euro, at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union* (ECB website), calculated over the corresponding reporting period.

If no daily euro exchange rate is published in the *Official Journal* for the currency in question, they must be converted at the average of the monthly accounting exchange rates published on the European Commission website (InforEuro), calculated over the corresponding reporting period.

Beneficiaries with general accounts in euro must convert costs incurred in another currency into euro according to their usual accounting practices.

### **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. Payments (if any) will be made with the next interim or final payment.

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 for all reporting periods, by calculating the 'maximum EU contribution to costs' (applying the funding rate to the accepted costs of the beneficiary), taking into account requests for a lower contribution to costs and CFS threshold cappings (if any; see Article 24.5) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

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:

$$\left. \begin{array}{l} \text{\{total accepted EU contribution for the beneficiary} \\ \text{minus} \\ \text{\{prefinancing and interim payments received (if any)\}} \end{array} \right\}$$

If the balance is **positive**, the amount will be included in the next interim or final payment to the consortium.

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**).

The amounts will later on also be taken into account for the next interim or final payment.

### 22.3.3 Interim payments

Interim payments reimburse the eligible costs and contributions claimed for the implementation of the action 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. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

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 calculate the ‘accepted EU contribution’ for the action for the reporting period, by first calculating the ‘maximum EU contribution to costs’ (applying the funding rate to the accepted costs of each beneficiary), taking into account requests for a lower contribution to costs, and CFS threshold cappings (if any; see Article 24.5) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

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 part of the eligible costs and contributions claimed for the implementation of the action (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. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

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 ‘maximum EU contribution to costs’ (applying the funding rate to the total accepted costs of each beneficiary), taking into account requests for a lower contribution to costs, CFS threshold cappings (if any; see Article 24.5) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

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

If the resulting amount is higher than the maximum grant amount set out in Article 5.2, it will be limited to the latter.

#### Step 3 — Reduction due to the no-profit rule

If the no-profit rule is provided for in the Data Sheet (see Point 4.2), the grant must not produce a profit (i.e. surplus of the amount obtained following Step 2 plus the action’s revenues, over the eligible costs and contributions approved by the granting authority).

‘Revenue’ is all income generated by the action, during its duration (see Article 4), for beneficiaries that are profit legal entities.

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the eligible

costs approved by the granting authority (as compared to the amount calculated following Steps 1 and 2 minus the contributions).

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:

$$\left\{ \begin{array}{l} \text{final grant amount} \\ \text{minus} \\ \text{prefinancing and interim payments made (if any)} \end{array} \right\}.$$

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 costs or 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 costs' and '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:

$$\left\{ \begin{array}{l} \text{\{total accepted EU contribution for the beneficiary} \\ \text{divided by} \\ \text{total accepted EU contribution for the action\}} \\ \text{multiplied by} \\ \text{final grant amount for the action\}}. \end{array} \right.$$

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 22.5, 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>17</sup> applies.

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 rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus the rate specified in the Data Sheet (Point 4.2). The reference rate 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

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<sup>17</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).

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**

### **24.1 Operational verification report (OVR)**

Not applicable

### **24.2 Certificate on the financial statements (CFS)**

If required by the granting authority (see Data Sheet, Point 4.3), the beneficiaries must provide certificates on their financial statements (CFS), in accordance with the schedule, threshold and conditions set out in the Data Sheet.

The coordinator must submit them as part of the periodic report (see Article 21).

The certificates must be drawn up using the template published on the Portal, cover the costs declared on the basis of actual costs and costs according to usual cost accounting practices (if any), and fulfil the following conditions:

- (a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC<sup>18</sup> (or for public bodies: by a competent independent public officer)

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<sup>18</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).

- (b) the verification must be carried out according to the highest professional standards to ensure that the financial statements comply with the provisions under the Agreement and that the costs declared are eligible.

The certificates will not affect the granting authority's right to carry out its own checks, reviews or audits, nor preclude the European Court of Auditors (ECA), the European Public Prosecutor's Office (EPPO) or the European Anti-Fraud Office (OLAF) from using their prerogatives for audits and investigations under the Agreement (see Article 25).

If the costs (or a part of them) were already audited by the granting authority, these costs do not need to be covered by the certificate and will not be counted for calculating the threshold (if any).

### **24.3 Certificate on the compliance of usual cost accounting practices (CoMUC)**

Not applicable

### **24.4 Systems and process audit (SPA)**

Not applicable

### **24.5 Consequences of non-compliance**

If a beneficiary does not submit a certificate on the financial statements (CFS) or the certificate is rejected, the accepted EU contribution to costs will be capped to reflect the CFS threshold.

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

## **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 costs and 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 (including information on the use of resources). 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>19</sup> and No 2185/96<sup>20</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 results of reviews, audits or investigations**

### **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).

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<sup>19</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>20</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 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

Results 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 costs or 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, costs or 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 COSTS AND CONTRIBUTIONS**

##### **27.1 Conditions**

The granting authority will — at beneficiary termination, interim payment, final payment or afterwards — reject any costs or 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 costs or 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 costs or contributions, it will deduct them from the costs or 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 (see Article 25).

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 audit 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.

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. Costs incurred or contributions for activities implemented during grant suspension are not eligible (see Article 6.3).

## 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
- (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. Costs incurred or contributions for activities implemented during suspension are not eligible (see Article 6.3).

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 costs incurred and contributions for activities implemented before the end of work date (see Article 22). Costs relating to contracts due for execution only after the end of work are not eligible.

If the granting authority does not receive the report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/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 42 (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, the financial statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3)

- (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 report submitted and taking into account the costs incurred and contributions for activities implemented before the end of work date (see Article 22). Costs relating to contracts due for execution only after the end of work are not eligible.

The information in the termination report must also be included in the periodic report for the next reporting period (see Article 21).

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

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 42 (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 from other grants to this grant; see Article 25)
- (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 costs incurred and contributions for activities implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

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 costs and contributions which are included in an approved periodic report will be taken into account (no costs/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 42 (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, the financial statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
- (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 report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

The information in the termination report must also be included in the periodic report for the next reporting period (see Article 21).

If the granting authority does not receive the termination report within the deadline, only costs and contributions included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

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 42 (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>21</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.

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<sup>21</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 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 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>22</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.

‘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.

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<sup>22</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).

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).

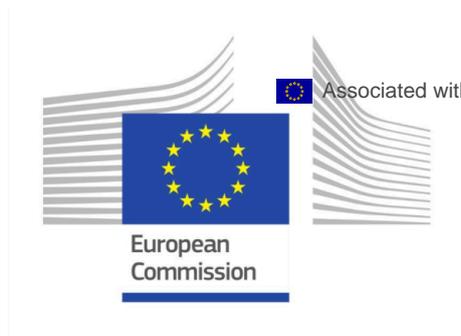
## **ARTICLE 44 — ENTRY INTO FORCE**

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**



# **Programme for Environment and Climate Action (LIFE)**

## **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.

<b>PROJECT</b>	
<i>Grant Preparation (General Information screen) — Enter the info.</i>	
<b>Project number:</b>	101101830
<b>Project name:</b>	FUTURE for Czech LIFE
<b>Project acronym:</b>	LIFE21-CAP-CZ-LIFE FOR CZECHIA
<b>Call:</b>	LIFE-2021-TA-CAP
<b>Topic:</b>	LIFE-2021-TA-CAP
<b>Type of action:</b>	LIFE-PJG
<b>Service:</b>	CINEA/D/01
<b>Project starting date:</b>	first day of the month following the entry into force date
<b>Project duration:</b>	36 months

### TABLE OF CONTENTS

Project summary .....	3
List of participants .....	3
List of work packages .....	4
Staff effort .....	11
List of deliverables .....	12
List of milestones (outputs/outcomes) .....	18
List of critical risks .....	20

## 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.*

The Czech Republic has participated in the LIFE Programme since it joined the EU in 2004. In order for the Czech Republic to be able to use the programme more effectively and to obtain more funding to address environmental and climate-change issues and the transition to clean energy, it is necessary to increase the number and quality of project applications submitted.

To support the implementation of the LIFE Programme in CR, the National Contact Point (NCP) has been established within the Ministry of Environment; its activities are supported by the state budget. The NCP has been providing long-term advisory, information and financial assistance to applicants. The FUTURE FOR CZECH LIFE project aims at strengthening the existing knowledge and communication capacity of the NCP and creating a tailor-made service offer that will improve its functioning and provide Czech applicants with professional and effective support for the preparation of a higher number of quality projects. The project responds to the needs on the applicants' side, the identified barriers to a better use of EU programmes in the Czech Republic and issues related to the new set-up and implementation of the LIFE Programme in the period 2021-2027. To achieve the Project's objectives, activities have been designed in 6 work packages (WPs). The WP activities focus on specific thematic areas (e.g., transition to clean energy), project types (e.g., integrated projects or SAPs) and applicant types (e.g., business entities or specialised sector organisations). In particular, the project will result in strengthened internal expertise of the NCP in Programme knowledge and preparation of project applications, as well as more active communication with specific applicant groups, with other NCPs and with the EC/CINEA, and offering new or innovative services.

The Project partner is the Chamber of Renewable Energy Sources, providing expertise in clean energy issues. The project is planned for 3 years (2023-2025).

## LIST OF PARTICIPANTS

### PARTICIPANTS

*Grant Preparation (Beneficiaries screen) — Enter the info.*

Number	Role	Short name	Legal name	Country	PIC
1	COO	MoE	MINISTERSTVO ZIVOTNIHO PROSTREDI	CZ	890202757
2	BEN	CZREC	KOMORA OBNOVITELNYCH ZDROJU ENERIE, Z.S.	CZ	951696974

## LIST OF WORK PACKAGES

<b>Work packages</b>						
<i>Grant Preparation (Work Packages screen) — Enter the info.</i>						
<b>Work Package No</b>	<b>Work Package name</b>	<b>Lead Beneficiary</b>	<b>Effort (Person-Months)</b>	<b>Start Month</b>	<b>End Month</b>	<b>Deliverables</b>
WP1	Project Management and Coordination	1 - MoE	44.00	1	36	D1.1 – Report to the MoE management meeting D1.2 – Articles and information about LIFE Programme in other media
WP2	Support for the preparation and implementation of integrated projects	1 - MoE	11.00	4	35	D2.1 – Information on the IP D2.2 – Information workshops on the IP D2.3 – Two IPs under preparation
WP3	Development of standard action projects	1 - MoE	15.00	4	36	D3.1 – Analysis of projects D3.2 – Database of projects D3.3 – Specific seminars
WP4	Development of the Clean Energy Transition sub-programme	2 - CZREC	36.00	1	36	D4.1 – Analysis of potential project organisers in the Czech Republic D4.2 – Seminar/Webinar and Round Table Report
WP5	Development of partnership in international projects	1 - MoE	10.00	10	36	D5.1 – Documentation from specific training sessions
WP6	Sustainability, replication and exploitation of project results	1 - MoE	21.00	4	36	D6.1 – Reconstructed websites D6.2 – An analysis of the situation concerning functioning of complementary financial instruments

**Work package WP1 – Project Management and Coordination**

<b>Work Package Number</b>	WP1	<b>Lead Beneficiary</b>	1. MoE
<b>Work Package Name</b>	Project Management and Coordination		
<b>Start Month</b>	1	<b>End Month</b>	36

**Objectives**

- Effective project management and monitoring of project objectives' fulfilment
- Increased general awareness of the Programme and interconnection of the information on the Programme implementation in the Czech Republic
- Integration of LIFE as a source of funding into key strategic documents of the Ministry of the Environment

**Description**

T.1.1 Factual and HR management of the project (COO: MoE, BEN: CZREC):

The task of the management is to ensure the Project's successful implementation according to the Project proposal, including keeping the budget and schedule, and the fulfilment of the Project's outcomes and result indicators. The Project management will include:

- personnel management of the project team;
- preparation of information and documents for meetings within the MoE;
- coordination and supervision of the implementation of activities, including the generation of outcomes;
- monitoring the project schedule fulfilment;
- risk management;
- preparation of public procurement procedures;
- reporting (preparation and submission of monitoring reports, preparation of monitoring missions);
- communication with the grant provider (incl. monitor);
- communication with stakeholders;
- external communication on the Project (programme website, project website, PR).

T.1.2 Financial management of the Project (COO: MoE, BEN: CZREC):

- keeping financial records on budget use;
- preparation of project accounting documents (for the budget department of the main coordinator);
- travel cost accounting;
- ensuring pre-financing of the Project;
- ensuring cash flow;
- preparation of financial statements and documents for reporting purposes.

T.1.3 Specific Programme awareness raising tools (COO: MoE, BEN: CZREC):

- Networking of the Programme projects and events.

The NCP staff will seek to establish contact and communication with actions funded under "Other Forms of Funding" and obtain information on the functioning of these instruments, the extent of their use in the Czech Republic and information on supported actions/projects. The NCP can use information on the projects to promote the Programme more widely within the Czech Republic and also to help raise awareness of other support opportunities.

- Setting up cooperation with relevant web portals and the Priority newsletter (or similar information sources) to receive up-to-date information and publish articles and information on an ongoing basis.

- Integration of the LIFE Programme into the sector's strategic documents and action plans - e.g., State Environmental Policy (SEP), Adaptation Strategy, Priority Action Framework (PAF), etc.

**Work package WP2 – Support for the preparation and implementation of integrated projects**

<b>Work Package Number</b>	WP2	<b>Lead Beneficiary</b>	1. MoE
<b>Work Package Name</b>	Support for the preparation and implementation of integrated projects		
<b>Start Month</b>	4	<b>End Month</b>	35

<b>Objectives</b>
<ul style="list-style-type: none"> <li>- Strengthening of sector capacities for the preparation of integrated projects</li> <li>- Expanded group of qualified applicants for the Programme</li> <li>- Two Integrated Projects (IPs) submitted</li> <li>- Two integrated projects under implementation</li> </ul>

<b>Description</b>
<p>T.2.1 Increasing awareness of integrated projects (COO: MoE):</p> <ul style="list-style-type: none"> <li>• Providing information on integrated projects to MoE departments, sector organisations and other qualified applicants: <ul style="list-style-type: none"> <li>- creating a database of qualified applicants and updating it at the end of the Project;</li> <li>- targeted outreach to qualified applicants, informing professional staff and statutory bodies about support for integrated projects, consultation to set up or complete the partnership structure and the group of stakeholders;</li> <li>- preparation of the Programme and project source materials;</li> <li>- translation of current programme documentation (translations as required, e.g., model grant agreement - GA, FAQs).</li> </ul> </li> </ul> <p>T.2.2 Expert assistance and advice in the preparation of integrated projects (COO: MoE):</p> <ul style="list-style-type: none"> <li>• Providing expert assistance and advice in the preparation of integrated projects to MoE departments, sector organisations and other qualified applicants, moderating the development of project themes and focus: <ul style="list-style-type: none"> <li>- meetings of qualified applicants according to thematic focus;</li> <li>- presentations, workshops (defining themes, developing project plans), consultations on project plans;</li> <li>- participation in the preparatory team's meetings, advice on the preparation of project documentation, assistance in dealing with the budget or project financing, consultation focused on stakeholder and target groups, etc.;</li> <li>• ongoing consultations with entities working on IPs in progress;</li> <li>• gaining experience and knowledge for use in the consultancy of upcoming IPs;</li> <li>• facilitating communication between entities working on current projects and new applicants - enabling consultations on practical questions on project preparation and implementation.</li> </ul> </li> </ul> <p>E-mail, telephone, online communication applications and face-to-face meetings will be used for communication with applicants (addressing, informing, consulting), which will include trips to preparatory team meetings and activities according to the applicants' requirements (moderation of meetings, presentations).</p>

**Work package WP3 – Development of standard action projects**

<b>Work Package Number</b>	WP3	<b>Lead Beneficiary</b>	1. MoE
<b>Work Package Name</b>	Development of standard action projects		
<b>Start Month</b>	4	<b>End Month</b>	36

<b>Objectives</b>
<ul style="list-style-type: none"> <li>- Gaining a thorough knowledge of the Programme and the projects supported</li> <li>- Developing information and advisory services tailored to applicant groups</li> <li>- Strengthening the NCP internal expertise (knowledge of the Programme and projects, understanding of the requirements, awareness of the topics addressed)</li> <li>- Setting up a standard active cooperation and access to consultation with CINEA</li> </ul>

- Active communication between the NCP and private sector applicants
- Deepening the quality of consultation with emphasis on expertise

### Description

#### T.3.1 Deepening internal knowledge capacity on the Programme and supported projects (COO: MoE):

- The NCP will support the preparation and submission of projects in the three traditional programme areas - sub-programmes:
  - Climate Change Mitigation and Adaptation;
  - Circular Economy and Quality of Life;
  - Nature and Biodiversity.

- Preparation of the analysis

The first step in the activity will be to carry out a detailed analysis of the projects supported in recent years (current programming period). Gathering information on the plans implemented will provide the NCP members with an overview of the appropriate topics, solution approaches used, outcomes, and approaches to address project sustainability and its wider overlap. Foreign projects without Czech participation will also be subject to analysis. An external service will be used to prepare the analysis.

- Creation of an updated overview (database) of projects and project plans

The purpose of the overview is to obtain information on applications and applicants, to tailor targeted information support to applicants, to use references in the promotion of the Programme; to get to know Czech and foreign projects. An external service will be used to design the structure and elaborate the content of the database, since the last year set to be continuously updated within the NCP's own capacities. The database will be placed on the project website within the Programme website ([www.program-life.cz](http://www.program-life.cz)).

- Cooperation with CINEA: ongoing communication with CINEA representatives, consultation on the evaluation of successful and unsuccessful applications

The purpose is to obtain more detailed information on the grant provider's ideas, to deepen knowledge of the procedures for assessing and evaluating the applications, to strengthen the NCP expertise. The aim is to set up a standard cooperation with CINEA - continuous frequent communication using various forms (on-line consultations, personal consultations), creation of a functional "micro-team" with several specific persons from CINEA.

#### T.3.2 Development of services for SAP applicants (COO: MoE):

- Organisation of a new type of specific seminars

Training in partial requirements: project logic, EU added value, indicators, etc. The design of the seminars will be proposed on the basis of the findings of the analyses of projects and evaluation procedures.

- Information service and promotion of the Programme through specific products

Forms of information and promotion will include e.g., stakeholder analysis, FAQ service, involvement of successful projects in presentations and consultations, information transfer from the EC/CINEA website. Within the promotion we will focus on those types of projects that are not sufficiently used in the Czech Republic, e.g., providing support to partners involved in international projects in the field of the sub-programme Circular Economy and Quality of Life; establishing cooperation with sectoral associations, etc.

- Providing translations of basic documents for calls and project administration

- Consultations on project plans and advice on the preparation of applications

Organisation of kick-off meetings for beneficiaries to improve the transfer of experience from successful implementers to new ones, with possible participation of other potential applicants.

- Creation of a team of expert guarantors within the MoE

The NCP will work with the respective specific departments of the Ministry (MoE) to deepen the expertise of the seminars and consultations and to ensure internal expertise on the quality of the projects submitted. This approach will result in ensuring expert guarantors

for individual subprogrammes, or for individual components of sub-programmes, e.g., air, water, soil, etc., greater interconnection of the expert section with the preparation of topics, and support for the generation of topics within traditional IP preparation projects. The possibility of using expert guarantors within the sector for Structural Funds is obvious. They will be able to assess the plans in terms of the technical topic/focus, complementarity and synergies.

## Work package WP4 – Development of the Clean Energy Transition sub-programme

<b>Work Package Number</b>	WP4	<b>Lead Beneficiary</b>	2. CZREC
<b>Work Package Name</b>	Development of the Clean Energy Transition sub-programme		
<b>Start Month</b>	1	<b>End Month</b>	36

### Objectives

- Strengthening knowledge capacity of CET projects
- Strengthening awareness of CET issues
- Established communication with potential applicants
- Tailored offer of NCP support services to eligible applicants
- A functional system of technical assistance for applicants
- Development of consultation with CINEA
- Functioning consultation with applicants
- Functioning consultation with sectoral organisations and associations

### Description

T.4.1 Deepening internal knowledge capacity on the Programme and CET projects (COO: MoE; BEN: CZREC):

We will develop the new Clean Energy Transition programme area within the NCP services. The purpose of the first task is to gain an understanding of the focus of support, what are the types of projects/measures, who is a typical project organiser, whether it is worth connecting different entities, etc. The task will include the following steps:

- A structured dialogue with CINEA staff on what types of projects and entities have been successful for the Czech Republic in the past LIFE and H2020 calls under the CET sub-programme and what types of projects and possibly their organisers are missing in the Czech Republic compared to other Member States.
- An analysis of who are the potential organisers of other projects in the Czech Republic and a proposal on how to reach them and identify their needs in relation to the NCP.

T.4.2 Development of services for applicants to the CET sub-programme (COO: MoE; BEN: CZREC):

- A seminar/webinar with identified potential project organisers on the LIFE Programme/CET sub-programme - its content and administrative requirements; we foresee the participation of CINEA, NCP and CZREC staff as lecturers.
- A round table of potential grant applicants with several existing successful applicants/organisers to share experience in preparing a grant application and managing a project supported from the CET sub-programme (if there is interest in such an activity).
- Assistance to grant applicants in the preparation of the application (MoE will provide consultation on formal necessities, CZREC on the factual focus of the project in relation to the priorities of the CET sub-programme).

## Work package WP5 – Development of partnership in international projects

<b>Work Package Number</b>	WP5	<b>Lead Beneficiary</b>	1. MoE
<b>Work Package Name</b>	Development of partnership in international projects		
<b>Start Month</b>	10	<b>End Month</b>	36

Objectives
<ul style="list-style-type: none"> <li>- More Czech partners in project consortia</li> <li>- Communication of NCP with more partner entities</li> <li>- Tailored offer of NCP services to eligible partner entities</li> </ul>
Description
<p>T.5.1 Support for the involvement of partner entities in projects (COO: MoE; BEN: CZREC):</p> <ul style="list-style-type: none"> <li>• Active networking of partners</li> </ul> <p>The activity will include the forwarding of project plans, using the LIFE Programme NCP network; active use of project partnership offers; ongoing communication within the network of national contact points.</p> <ul style="list-style-type: none"> <li>• Support for partner search</li> </ul> <p>Information sheets will be developed by sector (potential partners in the field of "water", "climate", etc.), contact persons will be identified. A working database of entities interested in partnership within the categories will be prepared (cooperation with the MoE specialised departments, sectoral associations, etc. is expected). During workshops and consultations, we will collect feedback on whether we can approach applicants for partnership cooperation.</p> <p>T.5.2 Developing services for partner entities (COO: MoE):</p> <ul style="list-style-type: none"> <li>• Information service through specific products</li> </ul> <p>Special training sessions will be prepared for partners only, where we will address issues (monitoring, partnership agreements, financing, risks in project implementation, what to look out for as a partner, etc.).</p> <ul style="list-style-type: none"> <li>• Transfer of experience of successful/unsuccessful partners - using the organisation of Kick-off meetings within WP 6.</li> </ul>

## Work package WP6 – Sustainability, replication and exploitation of project results

<b>Work Package Number</b>	WP6	<b>Lead Beneficiary</b>	1. MoE
<b>Work Package Name</b>	Sustainability, replication and exploitation of project results		
<b>Start Month</b>	4	<b>End Month</b>	36

Objectives
<ul style="list-style-type: none"> <li>- Functional systems to support the preparation and implementation of projects from national sources</li> <li>- Functional system for registration, administration and monitoring of (supported) projects</li> <li>- Upgraded NCP website for the programme (www.program-life.cz) using modern forms of content presentation and communication</li> <li>- Integration of the national call as a support tool in the LIFE development system in the Czech Republic</li> <li>- Designed mechanism for submitting and supporting projects with cumulative or alternative funding</li> <li>- Wider cooperation with CINEA</li> <li>- Involvement of NCP in coordination activities of directly managed EU programmes in the Czech Republic (under the responsibility of the Ministry of Regional Development)</li> </ul>
Description
<p>T.6.1 Ensuring sustainability of project results (COO: MoE):</p> <ul style="list-style-type: none"> <li>• Setting up regular information for stakeholders and target groups - the upgraded programme website (www.program-life.cz) and a new format of seminars will be used.</li> <li>• Creation of a project registration system - we will build a registration system on our own, which will provide us with up-to-date online information on the progress of each of the projects implemented in the Czech Republic and will allow us to sort by different criteria (financial support from the national call, position of the project organiser, etc.)</li> <li>• Continuous updating of databases (applicants, contacts)</li> </ul>

- In the context of the new programming period and other changes, there is a need to completely update the structure and content of the current websites (www.program-life.cz). The modernisation and updating of the websites will be carried out with professional assistance to better meet the needs of users and modern forms of content presentation and communication (interactivity). Functional administration will be ensured by the NCP's capacity for continuous updates. The programme websites will also be used to present the project and its results.

- Evaluation of national calls

The evaluation of the national call in the form of a working meeting will be carried out annually after the end, in collaboration with monitors, applicants and stakeholders. Its purpose will be to adapt the conditions of the support system.

#### T.6.2 Support for replication and exploitation of project results (COO: MoE; BEN: CZREC):

- Promote collaboration between applicants to disseminate project results for further use.

In case of allocation of national funding, a precondition for cooperation between the beneficiaries and the NCP will be added to the Decision of Providing a Grant. New obligations to cooperate with the NCP will be included in the Decision, e.g., to participate in kick-off meetings and seminars, to present the project at events organised by the NCP, etc.

- Cooperation with grant providers to make project outcomes eligible subjects for support under other financial instruments.

The NCP representative will participate in the platform for the preparation of the OPE 2021-2027 calls, working meetings are held 2 times a year.

- Cooperation with the Ministry of Regional Development, the Office of the Government and the National Contact Points (NCPs) for other directly managed EU programmes in the Czech Republic to address general common issues in relation to the use of the programmes - we will use the joint meetings to present the tools we have developed and used to support the implementation of other directly managed EU programmes.

#### T.6.3 Developing project financing (COO: MoE):

- Preparation of an analysis of the functioning of complementary financial instruments.

The analysis will be published on the project website and made available to all potential applicants.

- Support for the development of cumulative and alternative financing system

The purpose will be to develop a basis for the programme support set-up through a possible combination of EU funds and support from the LIFE Programme. Communication with the OPE governing bodies, an analysis of conditions, a proposal and discussion of a model for submission and assessment (and administration) of projects will be carried out. The study will be submitted to DG ENVI LIFE Unit and the Office of the Government of the Czech Republic, or to other stakeholders if need be.

- Support for the development of alternative financing system

The activity will include communication of projects included in the Seal of Excellence, primarily with the OPE governing bodies.

#### T.6.4 Setting up wider cooperation with CINEA (COO: MoE; BEN: CZREC):

- Establishing a model of two-way functional communication with CINEA - consultation, provision and disclosure of information, methodological assistance, commenting on processes/procedures, etc.

- Evaluation of European calls

The purpose of the evaluation will be to provide feedback to CINEA on the announced (European) calls; e.g., it will focus on the analysis of shortcomings of the documentation for the needs of applicants in the Czech Republic, recommendations for completing and modifying the MAWP, etc. The evaluation of the call will be linked to the evaluation of the national call but will provide a separate outcome.

## STAFF EFFORT

<b>Staff effort per participant</b>							
<i>Grant Preparation (Work packages - Effort screen) — Enter the info.</i>							
<b>Participant</b>	<b>WP1</b>	<b>WP2</b>	<b>WP3</b>	<b>WP4</b>	<b>WP5</b>	<b>WP6</b>	<b>Total Person-Months</b>
1 - MoE	41.00	11.00	15.00	6.00	8.00	20.00	101.00
2 - CZREC	3.00			30.00	2.00	1.00	36.00
<b>Total Person-Months</b>	44.00	11.00	15.00	36.00	10.00	21.00	137.00

## LIST OF DELIVERABLES

<b>Deliverables</b>						
<i>Grant Preparation (Deliverables screen) — Enter the info.</i>						
<i>The labels used mean:</i>						
<i>Public — fully open (⚠ automatically posted online)</i>						
<i>Sensitive — limited under the conditions of the Grant Agreement</i>						
<i>EU classified — RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision <a href="#">2015/444</a></i>						
<b>Deliverable No</b>	<b>Deliverable Name</b>	<b>Work Package No</b>	<b>Lead Beneficiary</b>	<b>Type</b>	<b>Dissemination Level</b>	<b>Due Date (month)</b>
D1.1	Report to the MoE management meeting	WP1	1 - MoE	R — Document, report	PU - Public	36
D1.2	Articles and information about LIFE Programme in other media	WP1	1 - MoE	R — Document, report	PU - Public	36
D2.1	Information on the IP	WP2	1 - MoE	R — Document, report	PU - Public	30
D2.2	Information workshops on the IP	WP2	1 - MoE	R — Document, report	PU - Public	30
D2.3	Two IPs under preparation	WP2	1 - MoE	R — Document, report	S-UE/EU-S - EU Classified	35
D3.1	Analysis of projects	WP3	1 - MoE	R — Document, report	PU - Public	18
D3.2	Database of projects	WP3	1 - MoE	DATA — data sets, microdata, etc	PU - Public	24
D3.3	Specific seminars	WP3	1 - MoE	R — Document, report	PU - Public	31
D4.1	Analysis of potential project organisers in the Czech Republic	WP4	2 - CZREC	R — Document, report	PU - Public	6
D4.2	Seminar/Webinar and Round Table Report	WP4	2 - CZREC	R — Document, report	PU - Public	12
D5.1	Documentation from specific training sessions	WP5	1 - MoE	R — Document, report	PU - Public	27

**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](#)*

<b>Deliverable No</b>	<b>Deliverable Name</b>	<b>Work Package No</b>	<b>Lead Beneficiary</b>	<b>Type</b>	<b>Dissemination Level</b>	<b>Due Date (month)</b>
D6.1	Reconstructed websites	WP6	1 - MoE	DEC —Websites, patent filings, videos, etc	PU - Public	12
D6.2	An analysis of the situation concerning functioning of complementary financial instruments	WP6	1 - MoE	R — Document, report	PU - Public	11

**Deliverable D1.1 – Report to the MoE management meeting**

<b>Deliverable Number</b>	D1.1	<b>Lead Beneficiary</b>	1. MoE
<b>Deliverable Name</b>	Report to the MoE management meeting		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	36	<b>Work Package No</b>	WP1

<b>Description</b>
Once a year, a report on the progress of the Project implementation (in months 13, 25 and 36), an electronic document in Czech language submitted to the management by the internal filing system. The report will also be submitted to the partner's management.

**Deliverable D1.2 – Articles and information about LIFE Programme in other media**

<b>Deliverable Number</b>	D1.2	<b>Lead Beneficiary</b>	1. MoE
<b>Deliverable Name</b>	Articles and information about LIFE Programme in other media		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	36	<b>Work Package No</b>	WP1

<b>Description</b>
Min. 25 articles published on a web portal (e.g., Enviweb, Ekolist) or in a printed medium (Priority).

**Deliverable D2.1 – Information on the IP**

<b>Deliverable Number</b>	D2.1	<b>Lead Beneficiary</b>	1. MoE
<b>Deliverable Name</b>	Information on the IP		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	30	<b>Work Package No</b>	WP2

<b>Description</b>
Clear information material on IP support. Published on the programme/project website in month 12 and updated in month 30 of the Project. Basic document in Czech language, electronic version, approx. 10 pages + annexes (thematic areas, project examples, etc.).

**Deliverable D2.2 – Information workshops on the IP**

<b>Deliverable Number</b>	D2.2	<b>Lead Beneficiary</b>	1. MoE
<b>Deliverable Name</b>	Information workshops on the IP		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	30	<b>Work Package No</b>	WP2

<b>Description</b>
Documentation and outcomes from information seminars/webinars - presentation, invitation, attendance sheet, minutes.

Organisation of a seminar or webinar regularly every year, 3 events in total. The seminar (webinar) will be for qualified applicants and will serve to familiarise them with the Programme, the nature of the IP, the conditions for IP support and the offer of support from the NCP.

### Deliverable D2.3 – Two IPs under preparation

<b>Deliverable Number</b>	D2.3	<b>Lead Beneficiary</b>	1. MoE
<b>Deliverable Name</b>	Two IPs under preparation		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	S-UE/EU-S - EU Classified
<b>Due Date (month)</b>	35	<b>Work Package No</b>	WP2

#### Description

The project applications submitted to the electronic system for submission of applications under EU calls for IPs.

### Deliverable D3.1 – Analysis of projects

<b>Deliverable Number</b>	D3.1	<b>Lead Beneficiary</b>	1. MoE
<b>Deliverable Name</b>	Analysis of projects		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	18	<b>Work Package No</b>	WP3

#### Description

Analysis (document), in Czech language, electronic version to be shared.

### Deliverable D3.2 – Database of projects

<b>Deliverable Number</b>	D3.2	<b>Lead Beneficiary</b>	1. MoE
<b>Deliverable Name</b>	Database of projects		
<b>Type</b>	DATA — data sets, microdata, etc	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	24	<b>Work Package No</b>	WP3

#### Description

Web database, in Czech language.  
Structured basic information on projects and links, available on the web [www.program-life.cz](http://www.program-life.cz).

### Deliverable D3.3 – Specific seminars

<b>Deliverable Number</b>	D3.3	<b>Lead Beneficiary</b>	1. MoE
<b>Deliverable Name</b>	Specific seminars		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	31	<b>Work Package No</b>	WP3

Description
Documentation of seminars (invitations, presentations, minutes). The seminars will be thematically focused according to the subprogrammes. 3x3 expert seminars (3 seminars per year, hybrid form).

### Deliverable D4.1 – Analysis of potential project organisers in the Czech Republic

<b>Deliverable Number</b>	D4.1	<b>Lead Beneficiary</b>	2. CZREC
<b>Deliverable Name</b>	Analysis of potential project organisers in the Czech Republic		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	6	<b>Work Package No</b>	WP4

Description
An electronic document, format .DOC, Czech language. The document will describe the methods used to identify potential project organisers supported by the CET sub-programme and the results of the analysis, i.e., who these potential organisers are in the Czech Republic. It will also include a proposal on how to address these organisers (beyond sending an invitation to a seminar/webinar, see next point) and find out their needs.

### Deliverable D4.2 – Seminar/Webinar and Round Table Report

<b>Deliverable Number</b>	D4.2	<b>Lead Beneficiary</b>	2. CZREC
<b>Deliverable Name</b>	Seminar/Webinar and Round Table Report		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	12	<b>Work Package No</b>	WP4

Description
Format .DOC, in Czech The report introduces the structure of the seminar and summarizes its discussion part, i.e., the most frequent questions and observations of the participants. The report of the roundtable, if organised, will have a similar content. The seminar/workshop reports will be accompanied by presentations.

### Deliverable D5.1 – Documentation from specific training sessions

<b>Deliverable Number</b>	D5.1	<b>Lead Beneficiary</b>	1. MoE
<b>Deliverable Name</b>	Documentation from specific training sessions		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	27	<b>Work Package No</b>	WP5

Description
Electronic docum. from the sessions (agenda, presentations, minutes), in Czech language

**Deliverable D6.1 – Reconstructed websites**

<b>Deliverable Number</b>	D6.1	<b>Lead Beneficiary</b>	1. MoE
<b>Deliverable Name</b>	Reconstructed websites		
<b>Type</b>	DEC — Websites, patent filings, videos, etc	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	12	<b>Work Package No</b>	WP6

<b>Description</b>
Website related to the support of the LIFE programme in the CR, located at <a href="http://www.program-life.cz">www.program-life.cz</a> . The web content is provided in Czech language and it is administrated by the NCP. The website includes the section dedicated to the project.

**Deliverable D6.2 – An analysis of the situation concerning functioning of complementary financial instruments**

<b>Deliverable Number</b>	D6.2	<b>Lead Beneficiary</b>	1. MoE
<b>Deliverable Name</b>	An analysis of the situation concerning functioning of complementary financial instruments		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	11	<b>Work Package No</b>	WP6

<b>Description</b>
Internally prepared analysis in the form of an overview, available in Czech language, electronically published on the website <a href="http://www.program-life.cz">www.program-life.cz</a> .

## LIST OF MILESTONES

<b>Milestones</b>					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
<b>Milestone No</b>	<b>Milestone Name</b>	<b>Work Package No</b>	<b>Lead Beneficiary</b>	<b>Means of Verification</b>	<b>Due Date (month)</b>
1	Negotiations with organisers of projects funded under the Programme category "Other forms of funding"	WP1	1-MoE	Minutes of the meeting	30
2	Agreement with environmental information sources	WP1	1-MoE	Minutes of the meeting	8
3	Coordination meetings for the preparation of sector strategic documents and action plans	WP1	1-MoE	Invitation, minutes of the meeting	36
4	Creating a database of qualified applicants	WP2	1-MoE	Database (Excel)	8
5	A meeting of qualified applicants	WP2	1-MoE	Minutes from the workshops (6 reports)	30
6	Consultation on the project plan	WP2	1-MoE	Minutes from the meetings	33
7	Ensuring an external contractor and commissioning a project analysis	WP3	1-MoE	Tender conditions, concluded contract or order with the supplier.	12
8	Consultation of NCP with expert guarantors	WP3	1-MoE	Minutes of the meetings	33
9	Completion of the dialogue with CINEA on the current participation of Czech entities in CET	WP4	2-CZREC	Report of the dialogue	8
10	Analysis of potential project organisers in the Czech Republic	WP4	2-CZREC	Copies of communication to reach out to potential organisers.	10
11	Organisation of a seminar/webinar and round table	WP4	2-CZREC	A draft programme and list of participants to be addressed.	12
12	Starting to help grant applicants to prepare their applications	WP4	2-CZREC	Minutes of consultations, list of contacts.	13

<b>Milestones</b>					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
<b>Milestone No</b>	<b>Milestone Name</b>	<b>Work Package No</b>	<b>Lead Beneficiary</b>	<b>Means of Verification</b>	<b>Due Date (month)</b>
13	Compilation of a database of grant applicants who have received expert's assistance in the preparation of their application	WP4	2-CZREC	A database	36
14	Involvement of partners	WP5	1-MoE	Copies of email communications, portfolio of project plans	36
15	Prepared training sessions	WP5	1-MoE	Invitation, list of participants to address	28
16	Securing an external contractor for the reconstruction of the website	WP6	1-MoE	Tender conditions, a contract or order with the supplier	9
17	Internal database of projects under implementation	WP6	1-MoE	A list of projects under implementation; electronic document, in .XLS format	6
18	Inclusion of the obligation to cooperate in the Decision of Providing a Grant if national funding is awarded	WP6	1-MoE	Draft new wording of the Decision	7
19	Evaluation of the national call	WP6	1-MoE	Minutes of the evaluation, presentations (3 documents in total)	36
20	Submission of information to the Ministry's management	WP6	1-MoE	Written information (electronically) in the internal filing system.	36
21	Evaluation of the European call	WP6	1-MoE	Evaluation report, in English	36
22	Analysis of the system of cumulative and alternative financing	WP6	1-MoE	A document (in Czech and English).	30

## LIST OF CRITICAL RISKS

<b>Critical risks &amp; risk management strategy</b>			
<i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
<b>Risk number</b>	<b>Description</b>	<b>Work Package No(s)</b>	<b>Proposed Mitigation Measures</b>
1	Ensuring quality personnel capacity for project management Impact/severity level 2 (medium). Probability of risk 1 (low)	WP1	To search for project managers with LIFE experience, well in advance, with a primarily active approach to reaching out to the LIFE community in the Czech Republic.
2	Administrative and political obstacles to the integration of the programme into the sector strategic documents Impact level 2 (medium). Probability of risk 1 (low)	WP1	The NCP staff are members of a number of sectoral and advisory bodies, where they address the integration of LIFE into strategic documents continuously.
3	Disinterest of qualified applicants in preparing IPs (e.g., due to co-financing requirements) Impact level 2 (medium). Probability of risk 2 (medium)	WP2	Long-term consultation of the NCP with applicants, including the possibility of incorporating synergic and cumulative funding.
4	Reluctance of applicants to share experiences Impact level 1 (low). Probability of risk 1 (low).	WP3	The preconditions for increasing the co-financing from the Czech state budget will include the obligation to share experience with other applicants.
5	Increasing workload of CZREC staff due to the growing demands of the state for cooperation in finding the most appropriate tools to quickly release from dependence on Russian natural gas and oil. Impact level 2 (medium). Probability of risk 3 (high).	WP4	Prior to the start of the Project, the job descriptions of individual CZREC workers will be assessed and possibly adjusted so that the persons involved have sufficient time capacity to work on the project.
6	Czech entities will be unprepared to enter into project partnerships Impact level 2 (medium). Probability of risk 2 (medium)	WP5	The NCP will now focus not only on supporting lead applicants, but also on supporting partners through specific consultations and increased financial support.
7	Lack of interest in cooperation on the side of key stakeholders, e.g., the Government Office, EU funding providers, CINEA Impact level 3 (high). Probability of risk 1 (low).	WP6	The NCP communicates with all key stakeholders on a long-term basis. At present, we consider it likely that there will be no obstacles to deepening cooperation.



ANNEX 1



# Programme for the Environment and Climate Action (LIFE)

## Description of the action (DoA) *[for FPAs: Action plan]*

Part A  
Part B

Version 1.0  
15 April 2021



## **IMPORTANT NOTICE**

### **What is the Description of the Action (DoA)?**

The Description of the Action (DoA) is the Annex of the Grant Agreement which contains the details of how the project will be carried out. For EU framework partnerships for grants (FPAs) this Annex is called Action Plan.

It consists of 2 parts, which must be generated from the submitted proposal:

- Part A contains structured tables with project information
- Part B is a narrative description on the work to be carried out.

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

Part B (+ annexes) must be uploaded on the Grant Preparation Documents screen.

 Make sure that Part B is synchronised with the information entered into the screens. Make sure that any changes are agreed with us.

## DESCRIPTION OF THE ACTION (PART B) [for FPAs: ACTION PLAN (PART B)]

Part B of the Description of the Action (DoA) must be uploaded on the Portal Grant Preparation Documents screen.

### TABLE OF CONTENTS

<b>1. RELEVANCE</b> .....	<b>2</b>
1.1 Background and project objectives.....	2
1.2 Compliance with the call topic .....	6
1.3 Concept and methodology .....	7
1.4 Upscaling results of other EU funded projects .....	8
1.5 Complementarity with other actions .....	8
1.6 Synergies and co-benefits with other EU policy areas .....	8
<b>2. IMPACT</b> .....	<b>8</b>
2.1 Ambition and credibility of the impacts .....	8
2.2 Sustainability of project results .....	9
2.3 Exploitation of project results .....	9
<b>3. IMPLEMENTATION</b> .....	<b>10</b>
3.1 Work plan .....	10
3.2 Stakeholder input and engagement.....	10
<i>Overview of Work Packages</i> .....	12
3.3 Timetable.....	13
3.4 Impact monitoring and reporting.....	16
3.5 Communication, dissemination and visibility.....	16
<b>4. RESOURCES</b> .....	<b>16</b>
4.1 Consortium set-up.....	16
4.2 Project management.....	17
4.3 Green management .....	18
4.4 Budget .....	18
<b>5. OTHER</b> .....	<b>18</b>
5.1 Ethics.....	18
5.2 Security.....	19
<b>6. DECLARATIONS</b> .....	<b>19</b>
<b>ANNEXES</b> .....	<b>20</b>
<b>Table of changes</b> .....	<b>20</b>

## 1. RELEVANCE

### 1.1 Background and project objectives

#### Background and project objectives

*Describe the specific objectives of your project (clear, measurable, realistic and achievable within the duration of the project).*

*For BEST: Provide a clear and quantified description of the conservation issues and threats targeted, as well as relevant background information and quantified figures defining the baseline to justify the planned interventions and their location.*

#### Support for the LIFE Programme in the Czech Republic

The Czech Republic started using the LIFE Programme after its joining the European Union in 2004.

In the previous programming period (2014-2020), the Czech Republic received on average 1-3 projects per year. The exception was in 2019 and 2020, when only one project (an integrated climate change project) whose lead beneficiary was a Czech entity was approved in the EC calls for proposals.

In the long term, the Czech Republic's participation in receiving financial support from the LIFE Programme has been on the borderline of average to below average compared to other Member States.

Currently, Czech entities are involved as main coordinators or consortium partners in more than 30 projects, including 3 integrated projects. There are 15 projects under implementation with financial contribution from national sources (in 11 projects this is provided to the main project coordinator, 14 project partners have also received independent support).

In the Czech Republic, there are successful applicants from all groups, i.e., public administration, nature conservation authorities, academic and scientific institutes, private business entities and non-profit organisations. However, in recent years, the lead beneficiaries have included more entities from non-profit organisations, nature conservation authorities and academia. On the other hand, the partners of Czech and foreign projects approved in 2015-2021 are significantly dominated by non-profit organisations and private entities, and to a lesser extent by academic and scientific institutions.

Applicants have to deal with a number of persistent barriers or constraints. In addition to the demanding requirements for the content of the application, these include the lengthy evaluation process and the high level of mandatory co-financing or the broad interpretation of the general evaluation criteria in the European calls.

As far as expertise is concerned, Czech applicants are able to prepare a qualified application, but the remaining significant weakness of the projects submitted is their European overlap, the so-called EU added value, which applicants need to focus on more.

#### National Contact Point of the LIFE Programme in the Czech Republic

The Ministry of Environment (MoE) has been trying to support Czech applicants in the LIFE Programme for a long time through the National Contact Point for the LIFE Programme, which offers information, consultation and financial assistance.

The staff of the LIFE National Contact Point organise information seminars and presentations, provide personal consultations on project plans and advice on the interpretation of the programme rules and application processing requirements, and they also administer the national call to support co-financing of project costs.

#### National call to support project preparation and implementation

Financial support for project preparation and implementation is provided through an annual national call. The systemic support has been provided since 2015 and has evolved over the years to take into account the needs of applicants as much as possible. Project proposals can

be submitted by lead beneficiaries and, from 2019, also by project partners ("associated beneficiaries/partners"). The provision of funding from the national call is conditional on the success of the project in the European call.

In addition to the promise of co-funding, applicants will also receive personal feedback on the submitted project proposals before they are finalised and submitted to the European call, through the so-called evaluation panels. Financial support is also available for the preparation of the project application. The NCP evaluates the results and proposes improvements each year after the national LIFE call.

Several key factors and phenomena are currently influencing the operation of the NCP:

- In the middle of last year, the new LIFE Regulation was adopted and the draft Multiannual Work Programme for the period 2021-2024 was drawn up, and the first calls under the new Programme rules were launched. The Programme was extended with a new sub-programme CET (Clean Energy Transition). The representatives of the NCP are gradually studying the sub-programme's thematic focus; they have to familiarise themselves with the new issues, they do not have the necessary level of experience with projects in this area and they do not have a sufficient overview of existing and potential applicants for this area of support.
- The transition to the new electronic application system (EU Funding & Tender portal) is also linked to the new LIFE Programme conditions. The NCP staff need to gain experience. They also need help to develop practices to facilitate access to information on projects and applicants. With the transition to a different system for application administration, the very limited access to an overview of applications submitted by Czech entities (including foreign projects with Czech partners) and evaluation of applications still persists or has been further reduced. This information is essential for a proactive approach in reaching out to applicants and providing effective advisory assistance.
- In 2021 and currently this year, the calls for standard projects and other actions were announced as single rounds only. Compared to the practice of submitting concepts in the first phase, applicants will need to consult more on their intentions. In this respect, there is an increasing interest in consultation, especially from NGOs and the private sector, but rather less interest from academia and little interest from local administration.

### **Analysis of the needs**

We used the following sources of knowledge and information to evaluate the situation and analyse the reasons for the low effectiveness of the Czech Republic's participation in the LIFE Programme:

#### **1. Analysis of barriers to project preparation and implementation in the LIFE Programme (Salamandr, 2018)**

The analysis was one of the outcomes of the ProLIFE Capacity Building project (LIFE14CAP/CZ/000001). The purpose of the analysis was to identify in more detail the main reasons for the low motivation of applicants to submit project applications. It is worth noting that it was prepared in 2018. The project itself responded to some of the weaknesses identified later in this analysis and helped to resolve a number of issues and move the implementation of the programme in the Czech Republic significantly forward.

The following were identified by the applicants as major obstacles in 2018:

- high co-financing requirement;
- lack of available capacity at the time of the call (holidays); and lack of capacity in general (undersizing);
- the complexity of the LIFE rules;

- lack of LIFE experts.
- problematic cash flow;
- demands on the sustainability of project results.

2. The Czech Government Office’s analysis of the project “Better Use of EU programmes under Direct Management in the Czech Republic”<sup>1</sup>

The issue of using the funds within directly managed EU programmes, including LIFE, was the subject of a study prepared by Deloitte for the Office of the Government in 2021. The main objective of this project was to define and propose for implementation appropriate processes and methodologies to ensure increased participation of Czech entities in the use of directly managed EU programmes. The NCP staff and LIFE applicants were asked within the analysis to identify obstacles and good practices in existing processes.

The advisors formulated a set of recommendations on the basis of the analysis. We consider especially the following to be relevant:

- Informing potential applicants about EU programmes,
- Raising awareness through interest groups,
- Repository of successful projects/applications,
- Financial support for applicants (support for application preparation, support for co-financing of the implementation, support for quality projects),
- Partnership support,
- Cooperation with the European Commission.

3. Experience of the NCP in providing support services for the implementation of the LIFE Programme in the Czech Republic

I. Reasons for lower effectiveness of participation in the Programme:

We measure the effectiveness of participation in the LIFE Programme by the rate of disbursement of funds from the Programme based on the success rate of application approval. We see the low scoring of project applications as one of the reasons for the low success rate.

Czech applicants have long been losing points in the evaluation due to shortcomings in the factual content of the application, typically in the analysis of the baseline situation and description of the problem, definition of objectives and expected results, budget justification, setting of indicators and especially in the criteria of the project’s added value for the EU, i.e., demonstration of the sustainability of the project results and their further application and exploitation. One of the main reasons for this may be lack of knowledge of the evaluation process or insufficient understanding of the broadly defined evaluation criteria. It may also be due to a basic misunderstanding of the philosophy of the grant provider’s requirements.

Both applicants and NCP staff would benefit from access to a more detailed explanation of the themes and focus of the supported projects and the general evaluation criteria.

The second reason for the low success rate is seen in the low number of applications submitted. Applicants are mainly influenced by several following factors when deciding whether to prepare a project proposal for LIFE funding:

- high demands of the requirements for application preparation (especially in the case of the single round process), the long application evaluation process and low number of supported projects (even with higher scores, projects often remain "below the line" due to low allocation);
- high co-financing rate required;
- problematic cash flow;

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<sup>1</sup> Outcome 4, Deloitte, July 2021

- lack of transparency of the evaluation process and evaluation criteria.

## II. Types of applicants who have difficulties accessing funding from the Programme in the Czech Republic (and reasons for this);

The reason for the low number of applications related to the issue of funding is, among other things, the existence of a large number of financial instruments that are easier to use and have a lower rate of mandatory co-financing.

Typical applicants who have difficulties in accessing funding in the Czech Republic are entities of the non-profit, academic, and business sectors.

Each of the applicants has a range of project implementation options within the spectrum of objectives they address and will choose to prepare a project that is easier and more financially feasible to implement. Most of these applicants are professionally managed entities, working with a range of other grant funding titles, particularly Structural Funds. Within these simplified criteria, LIFE is not sufficiently competitive at present.

Given the limited financial possibilities, potential applicants choose those grant titles where the co-financing rate is as low as possible. For example, a number of academics make it clear to their researchers that they can only participate in projects where a maximum of 10% co-funding is required.

Applicants from the NGO group are faced not only with the high level of co-financing required, but also with the issue of cash flow, i.e., the need to pre-finance their activities (in the case of LIFE, this is particularly the time-consuming processing of the final payment settlement). All this in the Czech Republic, where the banking sector does not consider most NGOs credible enough to provide loans to them for pre-financing their projects.

In the private (business) sphere, the financial aspect is closely linked to the time aspect because tying the investment of funds and personnel for more than one year is too binding if the company is not sure of the success of its project.

The cumulative and synergistic financing system is still in its infancy and could be one of the solutions to the project financing problem.

Another related reason may be the low qualification of applicants.

The projects submitted to LIFE are based on different criteria, especially on the effort to obtain international support, to join an international consortium and to tackle exceptional projects (projects with a broader scope).

The NCP should focus especially on applicants with knowledge-based erudition and sufficient personnel, financial and organisational capacity.

## III. Types of LIFE projects that are used insufficiently in the Member State (and reasons).

### 1. Situation in traditional projects

Projects in the field of nature conservation and biodiversity (the typical applicant is a non-profit organisation) have been successfully prepared in the long term, and the number of projects prepared in the field of climate has also been increasing in the last 2 years. The environmental component topic is particularly relevant to the activities of the business sector and the public administration, as both groups face different barriers to project development and preparation. In spite of that, Czech private entities are invited to join international consortia and can obviously offer innovative potential and professional erudition. However, they are rarely leaders or initiators of projects in the Czech Republic themselves.

### 2. New sub-programme

The LIFE Programme has a new sub-programme Clean Energy Transition (CET). In the case of CET, there has been one call so far (2021), with the Czech Republic being represented by a low number of applications. NCP representatives do not have

(hopefully temporarily) access to information on specific applicants and projects submitted to the European call.

### 3. Integrated projects

- Due to the link between these projects and strategic documents, there is a limited group of eligible applicants in the Czech Republic. For many of them, there is still a low level of awareness of possible support. They lack personnel capacity for project preparation and face the complexity of preparation and limited financial resources for co-financing

### Proposed measures

Based on the analysis of the current situation, the NCP is responding within the project to several key identified barriers and needs with a set of measures:

- to increase the number of project submissions;
- to strengthen the quality of standard projects, especially in the sub-programme Circular Economy and Quality of Life;
- to develop the new CET sub-programme;
- to involve a wider range of applicants and encourage participation of Czech entities in international projects;
- to strengthen knowledge on projects and on project preparation and evaluation procedures;
- to set up a broader cooperation with the EC/CINEA for a better understanding of programme conditions and project evaluation and better access to information on applicants and projects.

To put these measures in practice, we propose a project the aim of which is to improve the functioning of the National Contact Point and thus to contribute to increasing the capacity of the Czech Republic to use the LIFE Programme funding in the long term.

The project will focus individual activities on specific types of applicants, which are the main target groups of the project:

- Sectors and sectoral organisations: primary focus of activities to support integrated projects (WP 2).
- Originators of strategic documents outside public administration: focus of activities on support for integrated projects (WP 2).
- Private actors (primarily through associations, chambers, etc.): focus of activities to support the preparation of SAPs in the field of the circular economy (WP 3) and to support partnerships in international projects (WP 5), possibly in the field of CET (WP 4)
- Municipalities (municipal development departments, environment departments, associations of municipalities): primary focus of activities to support preparation in the CET area (WP 4).
- Universities (project departments of universities): primary focus of activities to support the preparation of SAPs in the field of circular economy (WP 3) and to support partnerships in international projects (WP 5).

## 1.2 Compliance with the call topic

### Compliance with the call topic

*Indicate the call topic to which your proposal relates, and explain how the proposed project addresses the scope of the topic description in the Call document.*

### **Criterion of the call "Low participation in the programme"**

The Czech Republic is included in the group of eligible countries where the so-called low participation has been recorded, based on the analysis included in the call for proposals documentation (the document "Low Effective Participation").

#### **Eligibility of the applicant**

The call is addressed to the national public authorities responsible for the implementation of the Programme in the EU Member States (Call for Proposals). Typically, these are National Contact Points (NCPs). The NCP for the LIFE Programme in the Czech Republic is established within the structure of the Ministry of the Environment.

## **1.3 Concept and methodology**

### **Concept and methodology**

*Describe the overall intervention logic of the project, including the main idea and assumptions (i.e. how are the proposed activities and steps of your project expected to lead to the intended changes in terms of outcomes and impacts).*

*Explain the methodology, i.e. the main tools, techniques, methods and procedures you will use to implement the technical part of your project. Justify why the proposed methodology is the most suitable for achieving the project's objectives*

*For BEST:*

*Explain how the methodology guarantees the maximum level of coordination and coherence between the individual small grants (especially when operating in the same geographical area), logical continuity of interventions and long term impact.*

*Describe the selection process of the small grants (including the criteria for selection).*

The project includes activities concentrated in 6 work packages (WP).

The project responds to the needs on the applicants' side, the identified barriers to a better use of EU programmes in the Czech Republic and issues related to the new setup and implementation of the LIFE Programme in the period 2021-2027.

In order to achieve the Project objectives, the solution proposes activities grouped into 6 work packages (WPs). The activities in each WP focus on specific thematic areas (e.g., Clean Energy Transition), project types (e.g., integrated projects or SAPs) and applicant types (e.g., business entities or sector organisations).

The WP 2 to WP 5 activities aim at tailoring services to specific groups of applicants. The proposed solutions include the innovation and extension of existing services and the development of new services that the NCP has not yet implemented in its practice or only to a limited extent. Specific attention will be paid to the Clean Energy Transition (CET) sub-programme. The CET sub-programme is completely new to the NCP and the conditions of support are partly different from the SAP category. Within the Project, we will therefore search for effective ways to reach out to applicants and for appropriate forms of support that we can provide to applicants.

The Project activities will be directed both internally into the NCP structures (e.g., education, analysis) and externally, with various information and communication activities, consultations, counselling, etc.

Two WPs are of a supportive nature and aim to ensure the effective implementation of the Project and the continued use and sustainability of the Project results.

Funding of projects remains a key issue. In this context, we are preparing consultations with providers of other subsidy titles and with public authorities. The aim is to find a long-term sustainable financing system for potential applicants, both in terms of securing co-financing and cash flow for ongoing project financing.

## 1.4 Upscaling results of other EU funded projects

### Upscaling results of other EU funded projects *(n/a for TA CAP and PLP)*

*Explain if and how the proposal builds on or up-scales results of other EU funded projects.*

Not applicable

## 1.5 Complementarity with other actions

### Complementarity with other actions *(n/a for TA CAP and PLP)*

*Explain how the project is complementary to other regional, national or international initiatives/activities/projects. How will it integrate the results from these other actions?*

Not applicable

## 1.6 Synergies and co-benefits with other EU policy areas

### Synergies and co-benefits with other EU policy areas *(n/a for TA CAP and PLP)*

*Describe the synergies and positive spillover effects (co-benefits) with other EU policy areas (for example agriculture, health, civil protection, jobs and growth, etc.). If possible, quantify the contribution.*

*Identify the activities/tasks that address these other EU policy objectives.*

Not applicable

## 2. IMPACT

### 2.1 Ambition and credibility of the impacts

#### Ambition and credibility of the impacts

*Identify and quantify the effects of the project. Wherever possible, use quantified indicators and targets.*

The expected outcome of the project will be:

- strengthened internal expertise of the National Contact Point (NCP) in knowledge of the programme and preparation of project applications;
- NCP's strengthened capacity to provide services to applicants and beneficiaries;
- enhancing the knowledge capacity of NCP members in the CET sub-programme and providing tailored services to applicants;
- increased contacts with applicants and more effective communication (15 new seminars over 3 years);
- readiness of the NCP capacity for a future situation when the Structural Funds will be ended and attention will focus more on the use of other programmes, including LIFE;
- setting up standard communication with the Managing Authority of the Operational Programme Environment (2 regular working meetings per year) and CINEA (participation of CINEA staff in NCP writing seminars, twice a year);
- expanding the knowledge base for developing other project funding opportunities;

- provision of expertise and technical support to applicants;
- mobilization of national capacities for the preparation and implementation of IP - 2 Integrated Projects (IPs) submitted, 2 IPs under implementation;
- tailored offer of NCP services to eligible partners;
- ensuring transfer of experience and sharing of good practice by setting the conditions for closer cooperation between the NCP and beneficiaries of the projects under implementation.

These results are a prerequisite of and in the long term they will contribute to an increase in the number of applications submitted and approved within the Programme.

## 2.2 Sustainability of project results

### Sustainability of project results

*Describe your strategy to sustain the project's results after the EU funding ends. Consider the following aspects:*

- *How will the project impact be ensured and sustained? Which tasks will you carry out during the project to ensure that?*
- *Which parts of the project should be continued or maintained? How will this be achieved and which resources will be necessary?*

The main outcomes of the activities will be the subject of sustainability of the Project results. The activities are designed in such a way which enables further use or continuation of the outcomes after the project funding ends.

The NCP will continue with the services and activities in the new setting:

- Translation of documentation: the translations will be used in the preparation of presentations, consultations with applicants, and will be made fully available to applicants. Our experience is that applicants work with translations of documentation from older calls as well; model grant agreement documents, etc. have been valid in long terms.

- Consultation and advice to applicants: Although consultations are ongoing even now, the Project results in this form will provide new and broader possibilities in terms of their content. Therefore, the activity will continue after the end of the Project, will significantly increase knowledge and the NCP will provide such more comprehensive advice outside of the Project's scope.

- Information seminars on integrated projects: expert assistance and advice on the preparation of integrated projects will continue, through the organisation of workshops and seminars for qualified applicants.

- Cooperation with internal expert guarantors: the cooperation set up will continue in the form of involving experts from the Ministry of Environment in the consultation of project plans with applicants.

- Cooperation with CINEA and the OPE (Operational Programme Environment) Managing Authority and other stakeholders: the set-up of cooperation will change from irregular contacts to proper and regular contacts and we expect this set-up to continue after the end of the Project.

Ensuring the sustainability of the above Project outcomes will be the responsibility of the NCP, the costs related to sustainability will be covered by the NCP, which is financed from the state budget.

## 2.3 Exploitation of project results

### Exploitation of project results *(n/a for TA CAP)*

*Do you foresee other ways of exploiting the project's results? Who are the targeted users?*

Not applicable

### 3. IMPLEMENTATION

#### 3.1 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 solution to the achievement of the Project objectives is designed in the structure of 6 work packages (WP), which will be implemented in parallel:

WP 1 Project Management and Coordination

WP 2 Supporting the preparation and implementation of integrated projects

WP 3 Development of standard action projects

WP 4 Development of the Clean Energy Transition sub-programme

WP 5 Development of partnerships in international projects

WP 6 Sustainability, replication, and exploitation of project results

#### 3.2 Stakeholder input and engagement

##### Stakeholder input

*Identify any key stakeholders outside the consortium that are required to ensure the success of the project. How will you mobilise them to contribute to your project activities or participate in these?*

*Annex Letters of support to demonstrate the type and level of commitment already secured (if any).*

The group of key stakeholders consists of persons, companies and institutions that can influence the preparation and implementation of the project plan - the following entities have been identified for this project:

- Ministry of the Environment - the Ministry provides the institutional framework and technical background for the NCP's functioning, including related financial administration and technical support (computer equipment, connection to communication networks, operation of the LIFE website); it also provides co-financing of the relevant part of the Project.
- Ministry of Finance - provides methodological support for setting up financial instruments
- Internet media Ekolist and Enviweb - respected internet portals providing environmental news. The project includes setting up cooperation in reaching potential applicants, disseminating information about the programme and the Project.
- Priority magazine editorial board - Priority is the newsletter of the State Environmental Fund. The project includes setting up cooperation and using the newsletter to disseminate information about the programme and the Project.
- Managing bodies of EU funds, primarily the Department of Funds of the Ministry of Environment, which is the Managing Authority for the Operational Programme Environment – the bodies responsible for management of other financial instruments will be invited to cooperate in the framework of the activity aimed at developing project

financing and creating a system to support the use of cumulative and alternative financing.

- Ministry of Regional Development - coordination of directly managed EU programmes, management of the working group.
- The Office of the Government - interest in better use of EU programmes.
- European Commission - DG ENVI, CINEA – cooperation and communication, facilitating access to information and data, providing consultations.
- CZ BIOM - Czech Association for Biomass, Czech Wind Energy Association, The Guild of Accumulation and Photovoltaics, the Guild of Operators of Small Hydropower Stations, Czech Geothermal Association, Czech Heat Pump Association, The Guild of Tile Stove Makers of the Czech Republic, Czechoslovak Solar Energy Society - these entities bring together active companies in the fields of different types of RES and try to move the public debate in favour of the fields they represent. The communication of the co-organiser of this Project - CZREC (personal, telephone, email, teleconference) takes place on a daily basis, as they are CZREC member associations.
- SEVEN (the Energy Efficiency Centre) - focuses on consultancy in cost-effective energy efficiency. Through its work, it seeks to overcome the barriers that prevent the use of cost-effective potential of energy savings in industry, commercial and public spheres and in practical household life. The co-organiser of this project, CZREC, communicates with SEVEN within the framework of cooperation on the project TK04010229 "Comprehensive environment for the development of energy communities – a proposal of legislative, organisational and motivational measures to remove barriers to development" and has therefore established effective communication channels with SEVEN.
- UCEEB at the CTU (University Centre for Energy Efficient Buildings) - was established as a response to the requirements for reducing the energy demands of buildings. It is a national centre of competence in the field of green buildings and is involved in shaping the building industry of the future. The co-organiser of this project, CZREC, communicates with UCEEB within cooperation on the project TITSMZP102 "Comprehensive setting of conditions for the establishment and operation of energy communities in the conditions of the Czech Republic, including pilot projects" and therefore has established effective communication channels with it.

### Overview of Work Packages

<b>Staff effort per work package</b>						
<i>Fill in the summary on work package information and effort per work package.</i>						
Work Package No	Work Package Title	Lead Participant No	Lead Participant Short Name	Start Month	End Month	Person-Months
1	Project management and coordination	1	MoE	01	36	44
2	Support for preparation and implementation of integrated projects	1	MoE	04	35	11
3	Development of standard action projects	1	MoE	04	36	15
4	Development of the Clean Energy Transfer (CET) area	2	CZREC	01	36	36
5	Development of partnership in international projects	1	MoE	09	36	10
6	Sustainability, replication and exploitation of project results	1	MoE	04	36	21
					Total Person-Months	137

### 3.3 Timetable

Timetable (projects up to 2 years)																								
<i>Fill in cells in beige to show the duration of activities. Repeat lines/columns as necessary.</i>																								
<b>Note:</b> 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 - ...																								
Task 1.2 - ...																								
Task ...																								

Timetable (projects of more than 2 years)																												
<i>Fill in cells in beige to show the duration of activities. Repeat lines/columns as necessary.</i>																												
<b>Note:</b> 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	YEAR 1				YEAR 2				YEAR 3				YEAR 4				YEAR 5				YEAR 6							
	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4				
Task 1.1 - Factual and HR management of the project																												
Task 1.2 - Financial management of the Project																												
Task 1.3. - Specific Programme awareness raising tools																												



<b>Task 6.4 - Setting up wider cooperation with CINEA</b>																							
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### 3.4 Impact monitoring and reporting

#### Impact monitoring, evaluation and reporting strategy *(n/a for TA CAP)*

*Describe your overall approach to monitor and evaluate the impact of your project.*

Not applicable

### 3.5 Communication, dissemination and visibility

#### Communication, dissemination and visibility of funding

*Define your target audience(s). Describe the planned communication and dissemination activities to promote the action and its results and maximise the impact (to whom, which format, how many copies, etc.). Clarify how you intend to reach each target audience, and explain the choice of the dissemination channels. Describe the methods and indicators (quantitative and qualitative) to monitor and evaluate the outreach and coverage of the communication and dissemination activities and results.*

*Describe how the visibility of EU funding will be ensured.*

The main source of general dissemination of information about the Project and its support will be a separate website dedicated to the Project and created within the programme website [www.program-life.cz](http://www.program-life.cz). The website will, not only for this purpose, be modernised and updated in terms of form and content

The information will be presented directly to current and potential applicants together with the project outcomes, e.g., in presentations at seminars, training sessions, as part of the outcomes (presentations, funding analysis). In order to reach potential applicants, we will also use the upcoming cooperation with sectoral periodicals - Ekolist, Enviweb and Priority

We consider the Working Group on directly managed EU programmes, which is established under the Ministry of Regional Development, to be an important target group for the presentation of the Project. We expect to present the Project at one of the regular working meetings.

Another target group is the management of the Ministry of the Environment. The purpose of providing the information is to raise awareness of the programme and the NCP activities within the sector.

The visualisation of the support programme will be applied to all written outcomes produced within the project.

## 4. RESOURCES

### 4.1 Consortium set-up

#### Consortium cooperation and division of roles (if applicable)

*Describe the consortium composition. How will all the partners together bring the necessary expertise?*

*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.*

*Fill out the Participant information (annex) with more details on the participants and their project teams (key staff).*

The project will be implemented in partnership of two entities - Ministry of Environment (Coordinating partner) and Chamber of Renewable Energy Sources (Partner).

The Ministry of the Environment ensures functioning of the National Contact Point for the LIFE Programme in the Czech Republic and will be responsible for the fulfilment of the activities under work packages 1, 2, 3, 5 and 6. It will bring to the Project its long-term experience with

the functioning of the LIFE Programme and financial instruments in the environment in general, its expertise in the field of the environment and climate and the tools developed within the previous capacity building project (2014-2018), e.g. a database of contacts, website, national call system, etc.

The MoE will provide working facilities for the Project's implementation, including space for consultations and public events, and financial and administrative support.

The narrower Project team for the MoE will be composed of NCM staff, while the broader team will include experts from the relevant departments (e.g., Department of Landscape Adaptation to Climate Change, Department of Species Conservation and Implementation of International Commitments, Department of Water Protection, Department of EU Funds, etc.).

CZREC is a respected partner of the managing authorities of operational programmes providing support for the implementation of RES, which gives feedback from the sector of RES producers, installers and operators. In its field, it implements applied research projects, supported by the Technology Agency of the Czech Republic. It has its own capacity for promotion and media coverage of RES development.

Thanks to its decade-long activity in the RES sector, CZREC has established contacts with key actors in the sector, be it state authorities, business entities, NGOs or research institutions. Its staff thus has a unique overview of what is happening in the RES sector in the Czech Republic, its strengths and weaknesses, opportunities for its development and the risks it faces.

CZREC is also an active participant in the RES sector at the EU level. It is a member of the European Renewable Energies Federation (EREF) and the CZREC Senior Consultant Martin Bursík is the chairman of EREF.

## 4.2 Project management

### Project management, quality assurance and monitoring of progress

*Describe the management structures and decision-making mechanisms within the consortium. Explain how decisions will be taken and how regular and effective communication will be ensured.*

*Describe the measures and methods planned to ensure good quality, monitoring, planning and control of project implementation (including the small grants, if applicable).*

Project management and coordination of activities will be provided by the Project partners' staff. Relationships between partners and responsibilities within the project will be regulated by the partnership agreement.

The following positions will form the core project team on the coordinator's side:

- Project Manager (new employee) – 1.0 FTE
- This is the main person responsible for the implementation of the Project. He/she manages the implementation team, moderates the implementation team's meetings, monitors the fulfilment of tasks and project objectives. He/she communicates with the EC/CINEA, is the main contact person and is responsible to the senior manager within the partner's organisation structure (MoE). The Project Manager will ensure that the Project complies with all LIFE Programme rules and regulations or the obligations and commitments under the grant agreement.
- Activity Coordinator (new employee) - guarantor of the actual fulfilment of the activities, responsible for the implementation of WP 2, 3, 5 and 6; – 1.0 FTE
- Financial and administrative support - 0.5 FTE for the whole project, responsible for the financial management activities of the Project (Task T.1.2)
- Communication and PR Support Worker – external worker (5 person-months); provides expertise and participates in activities under Task T.1.3.
- Another external project worker will be responsible for translations (6 person-months).

The other staff of the Project team of the coordinating partner are subordinate to the project manager.

The core project team for the partner (CZREC) will consist of two positions:

- Project Coordinator (Executive Officer).

The Project Coordinator will be responsible to the Lead Applicant for the implementation of CZREC activities within the Project and for their reporting. His/her job will be to organise CZREC activities in both Part 4.1 and 4.2, including the preparation of project outcomes. He/she will also participate in the management of the overall project to the extent determined by the lead coordinating partner.

- Senior Advisor

The Senior Advisor will complement the expertise with his/her knowledge of the events and key actors on the international scene and in the Czech Republic. He/she will also be the supervisor of all project outcomes for which CZREC is responsible, throughout the whole process of their creation.

The core project team will meet as needed to ensure activities. At least once every 3 months, representatives of the partner's project teams will meet to continuously evaluate the implementation of the activities, and minutes of the meeting will be taken. At least once a year, a working meeting will be held between the coordinating partner's representatives (at the level of the department director) and the partner's management (chairman of the association).

Once a year, the lead project manager will prepare a summarising report on the progress of the Project implementation for the management of the coordinating partner (Ministry of Environment).

### 4.3 Green management

#### Green management

*Describe the measures proposed to reduce the environmental impact of your project, for example through the use of green procurement, environmental management systems, etc.*

During project implementation, attention will be paid to reducing resource use and waste production. This includes, in particular, the maximum limitation of printing (if necessary, printing not recycled paper), the elimination of the use of disposable food and beverage packaging at events, the use of public transport. The MoE has set internal procedures for green purchasing.

An environmental management guideline of the Project will be developed prior to the start of the Project and will be followed by both partners.

Both partners will prioritise online communication in the implementation of activities, especially in cases that otherwise require long-distance travel.

### 4.4 Budget

#### Estimated budget — Resources

See detailed budget table/calculator (annex 1 to Part B).

## 5. OTHER

### 5.1 Ethics

#### Ethics

Not applicable

## 5.2 Security

### Security

Not applicable

## 6. DECLARATIONS

Double funding	
Information concerning other EU grants for this project	YES/NO
<p><b>⚠</b> Please note that there is a strict prohibition of double funding from the EU budget (except under EU Synergies actions).</p>	
<p>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.</p>	YES
<p>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.</p>	YES

### Financial support to third parties (if applicable) *(n/a for TA CAP and BEST)*

*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.*

Not applicable

## ANNEXES

### LIST OF ANNEXES

#### Standard

Detailed budget table/Calculator (annex 1 to Part B) — *mandatory*

CVs (annex 2 to Part B) — *not applicable*

Annual activity reports (annex 3 to Part B) — *mandatory, if required in the Call document*

List of previous projects (annex 4 to Part B) — *not applicable*

#### Special

Other annexes (annex 5 to Part B) — *mandatory, if required in the Call document*

### TABLE OF CHANGES

Where	Before	New	Reason for change
Work Package no 2	start month: 4 end month: 33	<b>start month: 4</b> <b>end month: 35</b>	WP end extended due to the duration of deliverable D2.3 to 35 months.
Work Package no 1	D1.3 – articles and information about LIFE Programme in other media	<b>D1.2</b>	deliverable D1.3 changed to D1.2
Table of Contents	3.4 Timetable 3.5 Impact monitoring and reporting 3.6 Communication, dissemination and visibility	3.3 Timetable 3.4 Impact monitoring and reporting 3.5 Communication, dissemination and visibility	according to the instructions the work packages have been deleted, for this reason the order and numbering of the subchapters has been changed

### HISTORY OF CHANGES

VERSION	PUBLICATION DATE	CHANGE
1.0	15.04.2021	Initial version (new MFF).

### Detailed Budget Table

#### LIFE FOR CZECHIA

**Important:**

You may add rows but no additional tabs. This may result in your proposal being considered inadmissible.  
Please ensure that the file can be printed on a format of 1 page wide (number of pages depending on the number of participants).  
Please make sure that the figures in this table are consistent with the total budget provided in part A section 3 of the application.  
In case of inconsistencies, part A will prevail.

#### Staff effort allocation

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.  
Adapt the columns to the number of work packages in your proposal.  
Identify the work-package leader for each work package by showing the relevant person-month figure in bold.

Participant Number/Short Name	WP1	WP2	WP3	WP4	WP5	WP6	WPx...	Total
1. MoE	41	11	15	6	8	20		101
2. CZREZ	3	0	0	30	2	1		36
3.								0
4.								0
5.								0
6.								0
7.								0
8.								0
9.								0
10.								0
<b>Total person-months</b>	<b>44</b>	<b>11</b>	<b>15</b>	<b>36</b>	<b>10</b>	<b>21</b>	<b>0</b>	<b>137</b>

#### Personnel costs

Present your estimated "Personnel costs" split into 3 categories as per the table below. If you do not have any personnel costs falling under "A.4 SME owners and natural person beneficiaries" or "A.5 Volunteers", all personnel costs should be budgeted under "A1. Employees (or equivalent); A2. Natural persons under direct contract and A3. Seconded Persons".

For A.4 SME owners and natural person beneficiaries: please note that as per Annex 2a of the LIFE General Model Grant Agreement (MGA), a unit cost is applied to this cost category. The units are the days spent working on the action (rounded up to the nearest half-day) and the amount per unit (daily rate) is calculated according to the following formula: (EUR 5 080 / 18 days = EUR 282.22 per day) multiplied by {country-specific correction coefficient of the country where the beneficiary is established}. Note that the country specific correction coefficient to use is the one applied for the Marie Skłodowska-Curie Actions (MSCA). Yearly rates are published in the Horizon Europe Work Programme – Marie Skłodowska-Curie Actions under the funding and tender portal Reference Documents (work programme and call documents section), available at <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/reference-documents;programCode=HORIZON>.

For A.5 Volunteer Costs: a unit cost is also applied to this cost category. The units are the days spent working on the action (rounded up to the nearest half-day) and the amount per unit (daily rate) is a country specific rate of the country where the beneficiary is established. Country specific rates to apply can be found in the LIFE MGA on pages 83 & 84.

Participant Number/Short Name	Country	Number of person months (staff effort per beneficiary)	Average monthly salary rate	A1. Employees (or equivalent); A2. Natural persons under direct contract and A3. Seconded Persons (costs)	A.4 SME owners and natural person (sole trader) beneficiaries (Unit costs in €)	Subtotal personnel costs without volunteers (A1+A2+A3+A4) - must be the same as in part A section 3	A.5 Volunteers (Unit costs) must be the same as in part A section 3	Total Personnel costs
1. MoE	CZ	101	2 746 €	277 375 €		277 375 €		277 375 €
2. CZREC	CZ	36	3 307 €	119 052 €		119 052 €		119 052 €
3.		0	#####			0 €		0 €
4.		0	#####			0 €		0 €
5.		0	#####			0 €		0 €
6.		0	#####			0 €		0 €
7.		0	#####			0 €		0 €
8.		0	#####			0 €		0 €
9.		0	#####			0 €		0 €
10.		0	#####			0 €		0 €
<b>Total</b>		<b>137</b>	<b>€</b>	<b>396 427 €</b>	<b>0 €</b>	<b>396 427 €</b>	<b>0 €</b>	<b>396 427 €</b>

#### Subcontracting

Give details on subcontracted action tasks (if any) and explain the reasons why (as opposed to direct implementation by the participants).  
Subcontracting — Subcontracting means the implementation of action tasks, i.e. specific tasks which are part of the action and are described in Annex 1 of the Grant Agreement.  
Note: Subcontracting concerns the outsourcing of a part of the action to a party outside the Consortium. It is not simply about purchasing goods or services. We normally expect the participants to have sufficient operational capacity to implement the project activities themselves. Sub-contracting should therefore be exceptional.  
Include only subcontracts that comply with the rules (i.e. best value for money and no conflict of interest; coordinator tasks can normally not be subcontracted).

Participant Number/Short Name	Subcontract Description	Cost (€)	WP	Justification (Why is subcontracting necessary?)
1 - MoE	Analysis of projects financed from LIFE (T.3.2)	12 500 €	WP 3	Lack of in-house expertise for this kind of analysis





**Proposal ID**  
SEP-210869091

**Call for Proposal**  
LIFE-2021-TA-CAP

**Topic**  
LIFE-2021-TA-CAP

**Type of Action**  
LIFE-PJG

## LIFE Programme – Application Forms (Part C – KPI)

Horizontal KPIs for all LIFE applicants (Mandatory to report on all the KPIs of this section).

<p><b>Innovation</b></p> <p>Is your project proposal developing, demonstrating and promoting innovative techniques and approaches?</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p><b>Governance</b></p> <p>Is your project proposal improving governance through enhancing capacities of public and private actors and the involvement of civil society?</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p><b>Plans &amp; strategies</b></p> <p>Is your project proposal implementing key plans or strategies?</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><b>Catalytic effect - Financial</b></p> <p>Will your project trigger additional investments?</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	<p><b>Catalytic effect - Spatial</b></p> <p>Will the results of your project be replicated beyond its intended geographical scope?</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	<p><b>Catalytic effect - Thematic</b></p> <p>Will the results of your project be replicated (transferred) beyond its intended thematic scope?</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><b>Catalytic effect - Societal</b></p> <p>Will your project :</p> <p>a) Contribute to the development of new or existing national legislation, policies, regulations, incentives and voluntary commitments?</p> <p>b) Achieve a step-change in more effective compliance with and enforcement of Union environmental and climate legislation and/or in policy implementation?</p> <p>c) Achieve a step-change in awareness and support of environmental and climate matters?</p> <p>d) Establish a new macroregional or national model of cooperation (networking)?</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	<p><b>Rio markers for climate, biodiversity and air quality</b></p> <p>Please indicate if your proposal:</p> <ul style="list-style-type: none"> <li>• Has climate change/ biodiversity/ air quality as their primary objective</li> <li>• Has climate change/ biodiversity/ air quality as their secondary objective and provide substantial contributions to these objectives</li> <li>• Does not contribute significantly to climate change/ biodiversity/ air quality</li> </ul> <p><b>Climate change</b> Not contributing</p> <p><b>Biodiversity</b> Not contributing</p> <p><b>Air quality</b> Not contributing</p>	

**ANNEX 2****ESTIMATED BUDGET FOR THE ACTION**

Forms of funding	Estimated eligible <sup>1</sup> costs (per budget category)										Estimated EU contribution <sup>2</sup>				
	Direct costs									Indirect costs	Total costs	EU contribution to eligible costs			Maximum grant amount <sup>6</sup>
	A. Personnel costs			B. Subcontracting costs	C. Purchase costs			D. Other cost categories		E. Indirect costs <sup>3</sup>		Funding rate % <sup>4</sup>	Maximum EU contribution <sup>5</sup>	Requested EU contribution	
	A.1 Employees (or equivalent)	A.4 SME owners and natural person beneficiaries	A.5 Volunteers	B. Subcontracting	C.1 Travel and subsistence	C.2 Equipment	C.3 Other goods, works and services	D.1 Financial support to third parties	D.2 Land purchase	E. Indirect costs					
A.2 Natural persons under direct contract															
A.3 Seconded persons															
	Actual costs	Unit costs <sup>7</sup>	Unit costs <sup>7</sup>	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Flat-rate costs <sup>8</sup>					
	a1	a3	a4	b	c1	c2	c3	d1a	d2	e = flat-rate * (a1 + a3 + b + c1 + c2 + c3 + d1a)	f = a + b + c + d + e	U	g = f * U%	h	m
<b>1 - MoE</b>	277 375.00	0.00	0.00	19 167.00	8 333.00	6 250.00	6 250.00	0.00	0.00	0.00	317 375.00	95	301 506.25	301 506.00	301 506.00
<b>2 - CZREC</b>	119 052.00	0.00	0.00	0.00	3 084.00	2 083.00	781.00	0.00	0.00	0.00	125 000.00	95	118 750.00	118 750.00	118 750.00
<b>Σ consortium</b>	396 427.00	0.00	0.00	19 167.00	11 417.00	8 333.00	7 031.00	0.00	0.00	0.00	442 375.00		420 256.25	420 256.00	420 256.00

<sup>1</sup> See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules).

<sup>2</sup> The consortium remains free to decide on a different internal distribution of the EU funding (via the consortium agreement; see Article 7).

<sup>3</sup> Indirect costs already covered by an operating grant (received under any EU funding programme) are ineligible (see Article 6.3). Therefore, a beneficiary/affiliated entity that receives an operating grant during the action duration cannot declare indirect costs for the year(s)/reporting period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please immediately contact us via the EU Funding & Tenders Portal for details.

<sup>4</sup> See Data Sheet for the funding rate(s).

<sup>5</sup> This is the theoretical amount of the EU contribution to costs, if the reimbursement rate is applied to all the budgeted costs. This theoretical amount is then capped by the 'maximum grant amount'.

<sup>6</sup> The 'maximum grant amount' is the maximum grant amount decided by the EU. It normally corresponds to the requested grant, but may be lower.

<sup>7</sup> See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

<sup>8</sup> See Data Sheet for the flat-rate.

**ANNEX 2a**

**ADDITIONAL INFORMATION ON UNIT COSTS AND CONTRIBUTIONS**

**SME owners/natural person beneficiaries without salary** (Decision C(2020) 7115<sup>1</sup>)

Type: unit costs

Units: days spent working on the action (rounded up or down to the nearest half-day)

Amount per unit (daily rate): calculated according to the following formula:

{EUR 5 080 / 18 days = **282,22**}  
 multiplied by  
 {country-specific correction coefficient of the country where the beneficiary is established}

The country-specific correction coefficients used are those set out in the Horizon Europe Work Programme (section Marie Skłodowska-Curie actions) in force at the time of the call (see [Portal Reference Documents](#)).

**Volunteers** (Decision C(2019)2646<sup>2</sup>)

Type: unit costs

Units: days spent working on the action (rounded up or down to the nearest half-day)

Amount per unit (daily rate):

Country	Daily rate in €
Denmark, Ireland, Luxembourg, Netherlands, Austria, Sweden, Liechtenstein, Norway	<b>157</b>
Belgium, Germany, France, Italy, Finland, United Kingdom, Iceland	<b>131</b>
Czech Republic, Greece, Spain, Cyprus, Malta, Portugal, Slovenia	<b>78</b>
Bulgaria, Estonia, Croatia, Latvia, Lithuania, Hungary, Poland, Romania, Slovakia	<b>47</b>
Australia, Canada, Hong King, Israel, Japan, Kuwait, Macao, New Zealand, Qatar, United Arab Emirates, United States of America, Switzerland.	<b>92</b>
Albania, Angola, Antigua and Barbuda, Argentina, Barbados, Bosnia and Herzegovina, Brazil, Chile, Colombia, Comoros, Cook Islands, Dominica, Gabon, Grenada, Ivory Coast, Former Yugoslav Republic of Macedonia, Kosovo, Lebanon, Libya, Mexico, Montenegro, Nigeria, Peru, Saint Kitts And Nevis, Saint Lucia, Saint Vincent And the Grenadines, Sao Tome and Principe, Serbia, Seychelles, Thailand, Turkey, Ukraine, Uruguay, Venezuela, Zambia, Zimbabwe	<b>45</b>
Afghanistan, Azerbaijan, Bahamas, Bolivia, Burkina Faso, Cameroon, China, Congo, Costa Rica, Djibouti, Dominican Republic, Ecuador, El	<b>32</b>

<sup>1</sup> Commission [Decision](#) of 20 October 2020 authorising the use of unit costs for the personnel costs of the owners of small and medium-sized enterprises and beneficiaries that are natural persons not receiving a salary for the work carried out by themselves under an action or work programme (C(2020)7715).

<sup>2</sup> Commission [Decision](#) of 10 April 2019 authorising the use of unit costs for declaring personnel costs for the work carried out by volunteers under an action or a work programme (C(2019)2646).

<p>Salvador, Georgia, Guatemala, Guinea-Bissau, Haiti, Iran, Iraq, Jamaica, Jordan, Kazakhstan, Kenya, Micronesia, Morocco, Mozambique, Namibia, Palestine, Panama, Papua New Guinea, Paraguay, Senegal, South Africa, Surinam, Swaziland, Russia, Trinidad and Tobago, Vanuatu</p>	
<p>Algeria, Armenia, Bangladesh, Belarus, Belize, Benin, Bhutan, Botswana, Myanmar, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Congo – Democratic Republic of the-, Cuba, Korea (DPR), Egypt, Eritrea, Ethiopia, Equatorial Guinea, Fiji Island, Gambia, Ghana, Guinea, Guyana, Honduras, India, Indonesia, Kiribati, Kyrgyzstan, Laos, Lesotho, Liberia, Madagascar, Malawi, Malaysia, Maldives, Mali, Marshall Islands, Mauritania, Mauritius, Moldova, Mongolia, Nauru, Nepal, Nicaragua, Niger, Niue, Pakistan, Palau, Philippines, Rwanda, Samoa, Sierra Leone, Solomon, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Tajikistan, Tanzania, Timor-Leste – Democratic Republic of, Togo, Tonga, Tunisia, Turkmenistan, Tuvalu, Uganda, Uzbekistan, Vietnam, Yemen</p>	<p>17</p>

**ANNEX 3**

**ACCESSION FORM FOR BENEFICIARIES**

**KOMORA OBNOVITELNYCH ZDROJU ENERGIE, Z.S. (CZREC)**, PIC 951696974,  
established in SNEMOVNI 174/7, PRAHA 118 00, Czechia,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101101830 — LIFE21-CAP-CZ-LIFE FOR CZECHIA** ('the Agreement')

**between MINISTERSTVO ZIVOTNIHO PROSTREDI (MoE) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 4 LIFE MGA — MULTI + MONO

FINANCIAL STATEMENT FOR [PARTICIPANT NAME] FOR REPORTING PERIOD [NUMBER]

Eligible <sup>1</sup> costs (per budget category)											EU contribution <sup>2</sup>				Revenues	
Direct costs										Indirect costs	Total costs	EU contribution to eligible costs			Total requested EU contribution	Income generated by the action
A. Personnel costs			B. Subcontracting costs	C. Purchase costs			D. Other cost categories		E. Indirect costs <sup>2</sup>	Funding rate % <sup>3</sup>		Maximum EU contribution <sup>4</sup>	Requested EU contribution			
Forms of funding	Actual costs	Unit costs <sup>5</sup>	Unit costs <sup>5</sup>	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Flat-rate costs <sup>6</sup>	Total costs	Funding rate % <sup>3</sup>	Maximum EU contribution <sup>4</sup>	Requested EU contribution	Total requested EU contribution	Income generated by the action
	a1	a3	a4	b	c1	c2	c3	d1a	d2	e = flat-rate * (a1 + a3 + b + c1 + c2 + c3 + d1a)						
XX – [short name beneficiary/affiliated entity]																

**The beneficiary/affiliated entity hereby confirms that:**  
 The information provided is complete, reliable and true.  
 The costs and contributions declared are eligible (see Article 6).  
 The costs and contributions 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, 20 and 25).  
 For the last reporting period: that all the revenues have been declared (see Article 22).

<sup>1</sup> Please declare all eligible costs and contributions, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Only amounts that were declared in your individual financial statements can be taken into account lateron, in order to replace costs/contributions that are found to be ineligible.

<sup>2</sup> See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules).

<sup>3</sup> If you have also received an EU operating grant during this reporting period, you cannot claim indirect costs - unless you can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please contact us immediately via the Funding & Tenders Portal for details.

<sup>4</sup> See Data Sheet for the reimbursement rate(s).

<sup>5</sup> This is the *theoretical* amount of EU contribution to costs that the system calculates automatically (by multiplying the reimbursement rates by the costs declared). The amount you request (in the column 'requested EU contribution') may be less.

<sup>6</sup> See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

<sup>7</sup> See Data Sheet for the flat-rate.

## ANNEX 5

### SPECIFIC RULES

#### INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — 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)**

### **Communication and dissemination plan**

The beneficiaries must provide a detailed communication and dissemination plan, setting out the objectives, key messaging, target audiences, communication channels, social media plan, planned budget and relevant indicators for monitoring and evaluation.

### **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 special logo and project results) on the beneficiaries' **websites** or **social media accounts**
- for actions involving equipment, infrastructure or works, display as soon as the work on the action starts a **printed or electronic sign** of appropriate size, with European flag and funding statement and special logo
- upload the public **project results** to the LIFE Project Results platform, available through the Funding & Tenders Portal .

### **Special logos**

Communication activities and infrastructure, equipment or major results funded by the grant must moreover display the following logo:

- the LIFE Programme logo



and

- for projects in Natura 2000 sites or contributing to the integrity of Natura 2000 network: the Natura 2000 logo



## **SPECIFIC RULES FOR CARRYING OUT THE ACTION (— ARTICLE 18)**

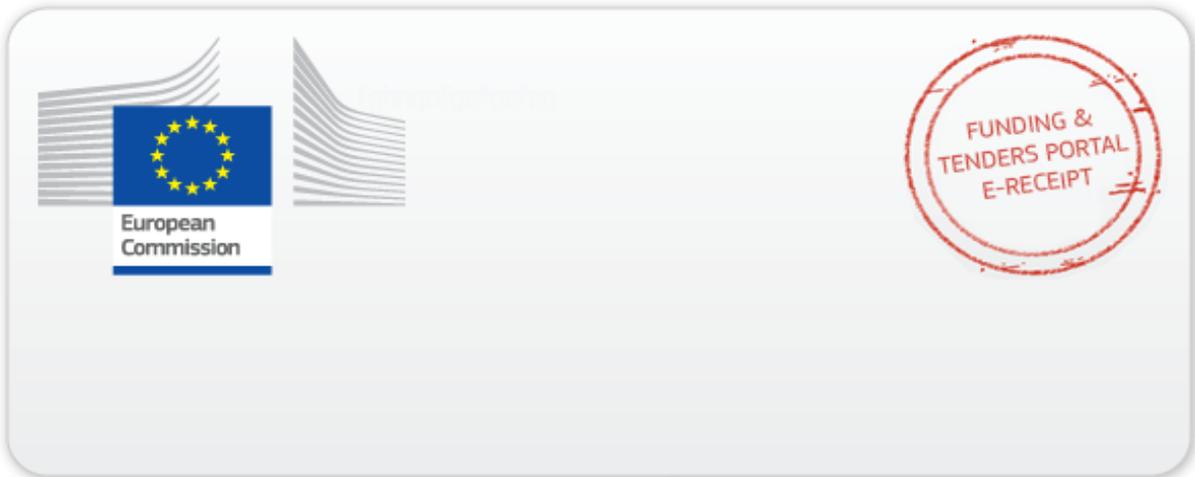
### **Durability**

Unless exempted by the granting authority, beneficiaries of Standard Action Projects, Strategic Nature Projects and Strategic Integrated Projects must commit to continue to use and maintain after the end of the action equipment bought and eligible at full costs, for activities pursuing the action's objectives. Such equipment must be used for these purposes — for at least five years after the end of the action (see Data Sheet, Point 1) or until the end of its economic lifespan (i.e. until it has been fully depreciated) — whichever is earlier.

### **Specific rules for blending operations**

When implementing blending operations, the beneficiaries acknowledge and accept that:

- the grant depends on the approved financing from the Implementing Partner and/or public or private investors for the project
- they must inform the granting authority both about the approval for financing and the financial close — within 15 days
- the payment deadline for the first prefinancing is automatically suspended until the granting authority is informed about the approval for financing
- both actions will be managed and monitored in parallel and in close coordination with the Implementing Partner, in particular:
  - all information, data and documents (including the due diligence by the Implementing Partner and the signed agreement) may be exchanged and may be relied on for the management of the other action (if needed)
  - issues in one action may impact the other (e.g. suspension or termination in one action may lead to suspension also of the other action; termination of the grant will normally suspend and exit from further financing and vice versa, etc.)
- the granting authority may disclose confidential information also to the Implementing Partner.



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