

Evidenční číslo přidělené z Centrální evidence smluv:250366

Česká republika – Ministerstvo životního prostředí

• • •

BDO Audit s.r.o.

---

## **SMLOUVA O DÍLO**

---

**TATO SMLOUVA O DÍLO** (dále jen „**Smlouva**“) je uzavřena ve smyslu ustanovení § 2586 a násl. zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů (dále jen „**Občanský zákoník**“)

MEZI


**Českou republikou – Ministerstvem životního prostředí**

sídlo: Vršovická 1442/65, 100 10 Praha 10  
zastoupenou: Ing. Janem Šafaříkem, MBA, vrchním ředitelem sekce ekonomicko-provozní  
IČO: 00164801  
bankovní spojení: ČNB Praha 1  
číslo účtu: 7628001/0710  
zástupce pro věcná jednání: Mgr. Žaneta Vika

DÁLE JEN „**Objednatel**“  
NA STRANĚ JEDNÉ,

A

**BDO Audit s.r.o.**

sídlo: V parku 2316/12, Chodov, 14800 Praha 4  
zastoupenou: Ing. Ondřej Šnejdar, jednatel  
IČO: 45314381  
DIČ: CZ45314381 (je plátcem DPH)  
bankovní spojení: UniCredit Bank  
číslo účtu: 2112529944/2700  
zapsanou v obchodním rejstříku vedeném Městským soudem v Praze, sp. zn. C 7279  
zástupce pro věcná jednání: Ing. Ondřej Šnejdar, 

DÁLE JEN „**Zhotovitel**“  
NA STRANĚ DRUHÉ,

OBJEDNATEL A ZHOTOVITEL SPOLEČNĚ JEN „**Smluvní strany**“  
NEBO JEDNOTLIVĚ „**Smluvní strana**“.

## 1. PŘEDMĚT SMLOUVY

- 1.1. Předmětem této Smlouvy je závazek Zhotovitele provést na svůj náklad a nebezpečí dílo spočívající v zajištění odborného auditu na projekt „Czech republic - rescEU Transition Forest Firefighting Capacities using helicopter – 1“ (zkratka projektu: rescEU -AFFF-H-CZ 1, registrační číslo projektu: 101172918), jehož součástí je ověření správnosti nákladů a vypracování zprávy auditora, dle příkazů, pokynů a požadavků Objednatele a za podmínek stanovených dále v této Smlouvě a přílohách této Smlouvy (dále jen „**Dílo**“), a to řádně, bez vad a nedodělků. Podrobná specifikace Díla je uvedena v přílohách této Smlouvy.
- 1.2. Od Zhotovitele se očekává kvalitní zajištění přípravy, průběhu auditu a dodržení podmínek stanovených touto Smlouvou a jejími přílohami. Zhotovitel je povinen informovat Objednatele o zjištěných poznatcích již během provádění ověřování, resp. auditu.
- 1.3. Zpráva auditora „Certificate on the financial statements“ (dále jen „**CFS**“) dle příloh této Smlouvy bude vypracována v anglickém jazyce, musí být jasná, srozumitelná a dostatečně obsáhlá tak, aby bylo zřejmé, co Zhotovitel skutečně ověřil, na jakých datech a podle jakých kritérií hodnotil, včetně výsledku hodnocení. Zhotovitel je povinen podle požadavků Objednatele provádět nestranné

ověřování, resp. audit dokladů a dokumentů Objednatele, a to v souladu s příslušnými ustanoveními zákona č. 93/2009 Sb., o auditorech a o změně některých zákonů (dále jen „**zákon o auditorech**“) a dalšími obecně závaznými právními předpisy a normami.

- 1.4. Předmětem této Smlouvy je dále závazek Objednatele řádně a včas provedené Dílo převzít a zaplatit za něj Zhotoviteli cenu ve výši a za podmínek stanovených v čl. 3. této Smlouvy.

## **2. DOBA A MÍSTO PLNĚNÍ**

- 2.1. Zhotovitel je povinen provést Dílo, tj. dokončit ho a předat Objednateli, nejpozději do 15.12.2025. Zhotovitel se zavazuje zahájit realizaci Díla neprodleně po nabytí účinnosti této Smlouvy dle čl. 9 odst. 9.8. této Smlouvy.
- 2.2. Místem plnění je sídlo Zhotovitele a Objednatele (zejména pro předání hmotného výstupu, konzultací apod.) uvedené výše v této Smlouvě, nebude-li mezi Smluvními stranami dohodnuto písemně jinak. Zhotovitel není oprávněn měnit místo plnění bez předchozího písemného souhlasu Objednatele.

## **3. CENA A PLATEBNÍ PODMÍNKY**

- 3.1. Celková cena za realizaci Díla dle čl. 1. odst. 1.1. této Smlouvy činí 93 000,- Kč bez daně z přidané hodnoty (dále jen „**DPH**“). DPH činí v souladu s aktuálně platnou a účinnou právní úpravou 21 %, tedy 19 530,- Kč. Celková cena včetně DPH tedy činí 112 530,- Kč (dále jen „**Cena**“). Cena je stanovena pro celý rozsah předmětu této Smlouvy jako cena konečná, závazná a nepřekročitelná. V Ceně jsou zahrnuty veškeré náklady Zhotovitele spojené s realizací Díla, tedy zejména veškeré práce, dodávky, služby, poplatky, výkony a další činnosti nutné pro řádné splnění předmětu této Smlouvy.
- 3.2. V případě, že v době, kdy bude předmět této Smlouvy plněn, popř. dokončen a sazba DPH bude zákonem č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů, zvýšena nebo snížena, je povinností Zhotovitele účtovat k Ceně DPH podle aktuálního znění příslušného právního předpisu.
- 3.3. Cena bude Zhotoviteli zaplacená bezhotovostním převodem na bankovní účet Zhotovitele uvedený výše v této Smlouvě po řádném splnění předmětu této Smlouvy, a to na základě jediného daňového a účetního dokladu - faktury (dále jen „**faktura**“) vystavené Zhotovitelem.
- 3.4. Zhotovitel je oprávněn vystavit fakturu do 7 kalendářních dnů ode dne předání a převzetí Díla Objednatelům dle čl. 4. této Smlouvy. Podmínkou pro vystavení faktury je řádné předání Díla Objednateli a zároveň jeho vyúčtování Zhotovitelem; přílohou faktury proto musí být soupis skutečně provedených prací, výkonů a služeb a protokol o předání a převzetí Díla dle čl. 4. této Smlouvy.
- 3.5. Splatnost faktury činí 30 kalendářních dnů ode dne jejího doručení Objednateli. Závazek úhrady je splněn odepsáním příslušné částky z účtu Objednatele. Objednatel neposkytuje zálohy. Platby budou probíhat výhradně v Kč (CZK), rovněž veškeré cenové údaje na faktuře budou v této měně.
- 3.6. Je-li Zhotovitel plátcem DPH, faktura bude obsahovat náležitosti daňového a účetního dokladu podle zákona č. 563/1991 Sb., o účetnictví, ve znění pozdějších předpisů, a zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů. Není-li Zhotovitel plátcem DPH, bude faktura obsahovat náležitosti účetního dokladu podle zákona č. 563/1991 Sb., o účetnictví, ve znění pozdějších předpisů. Faktura bude zejména obsahovat tyto náležitosti: označení faktury a její číslo, identifikační údaje Smluvních stran, předmět této Smlouvy, bankovní spojení, fakturovanou částku bez/včetně DPH a bude mít náležitosti obchodní listiny dle § 435 Občanského zákoníku. Faktura

bude označena evidenčním číslem této Smlouvy přiděleným z Centrální evidence smluv Objednatele: 250366 (viz také záhlaví této Smlouvy).

- 3.7. Faktura bude zaslána elektronickou cestou nebo ve 2 vyhotoveních na adresu Objednatele ve tvaru:  
Sekce 100 Ministerstvo životního prostředí, Vršovická 1442/65, 100 10 Praha 10.
- 3.8. Objednatel je oprávněn vrátit fakturu do konce doby její splatnosti zpět Zhotoviteli, pokud bude obsahovat nesprávné nebo neúplné náležitosti či údaje anebo pokud požadované náležitosti a údaje nebude obsahovat vůbec. Od doručení opravené nebo doplněné faktury Objednateli počíná běžet nová lhůta její splatnosti. Objednatel není v takovém případě v prodlení.
- 3.9. Zhotovitel není oprávněn bez předchozího písemného souhlasu Objednatele provádět jakékoliv zápočty svých pohledávek vůči Objednateli proti jakýmkoliv pohledávkám Objednatele vůči Zhotoviteli. Zhotovitel není oprávněn postoupit pohledávku nebo její část vůči Objednateli na třetí osoby.

#### 4. PŘEDÁNÍ A PŘEVZETÍ DÍLA

- 4.1. Dílo je provedeno, je-li dokončeno bez vad a nedodělků a předáno Objednateli v místě sídla Objednatele, o čemž Smluvní strany pořídí protokol o předání a převzetí Díla (dále jen „**Předávací protokol**“). Předávací protokol bude obsahovat alespoň tyto náležitosti: označení předmětu plnění (Dílo), označení a identifikační údaje Objednatele a Zhotovitele, evidenční číslo této Smlouvy přidělené z Centrální evidence smluv Objednatele a datum jejího uzavření, prohlášení Objednatele, že Dílo přejímá, popř. nepřejímá, soupis skutečně provedených prací a činností, datum a místo sepsání, jména a podpisy zástupců Objednatele a Zhotovitele. Budou-li při předání Díla zjištěny vady a nedodělky, Objednatel Dílo nepřevzme a součástí Předávacího protokolu bude soupis zjištěných vad a nedodělků s uvedením lhůty a způsobu jejich odstranění. Po odstranění vad a nedodělků uvedených v Předávacím protokolu, vyzve Zhotovitel Objednatele k opětovnému převzetí Díla. V takovém případě bude sepsán nový Předávací protokol (analogicky dle předchozích vět tohoto odstavce), který bude podepsán oběma Smluvními stranami.
- 4.2. Povinností Zhotovitele je dodat Dílo bezvadné, tzn. prosté všech vad a nedodělků. Povinnost Zhotovitele je tedy splněna až předáním bezvadného Díla.

#### 5. PRÁVA A POVINNOSTI SMLUVNÍCH STRAN

- 5.1. **Způsob plnění této Smlouvy.** Zhotovitel je povinen provést Dílo svým jménem, na svůj náklad, na vlastní odpovědnost a nebezpečí v ujednaných termínech a předat Dílo Objednateli. Zhotovitel je povinen provést Dílo v souladu s platnými právními předpisy. Objednatel je výlučným vlastníkem předmětu Díla a je oprávněn Dílo bez omezení využít pro svoji potřebu a pro potřebu svých resortních organizací.
- 5.2. **Odpovědnost za škodu.** Zhotovitel odpovídá v plné výši za škody vzniklé Objednateli nebo třetím osobám v souvislosti s plněním, nedodržením nebo porušením povinností vyplývajících z této Smlouvy. Takové škody budou řešeny dle platných právních předpisů.
- 5.3. **Překážky na straně Zhotovitele.** Zhotovitel je povinen Objednateli neprodleně oznámit jakoukoliv skutečnost, která by mohla mít, byť i částečně, vliv na schopnost Zhotovitele plnit jeho povinnosti vyplývající z této Smlouvy. Takovým oznámením však Zhotovitel není zbaven povinnosti nadále plnit a řádně splnit veškeré povinnosti vyplývající mu z této Smlouvy.
- 5.4. **Použití Díla Zhotovitelem.** Zhotovitel se zavazuje, že neužije žádný z výsledků jeho činnosti vzniklý při plnění této Smlouvy ani jakákoliv data shromážděná v souvislosti s plněním této Smlouvy k jiným účelům, než ke splnění povinností vyplývajících z této Smlouvy, a žádný z těchto

výsledků neposkytne k užití žádné třetí osobě bez předchozího písemného souhlasu Objednatele. Zhotovitel se navíc zavazuje po předání Díla veškerá data poskytnutá mu Objednatelem v souvislosti s touto Smlouvou Objednateli vrátit, příp. na pokyn Objednatele zničit.

- 5.5. **Pokyny Objednatele.** Zhotovitel má povinnost a zavazuje se řídit se při plnění této Smlouvy pokyny a příkazy Objednatele. Povinnost Zhotovitele dle ustanovení § 2594 odst. 1 Občanského zákoníku upozornit Objednatele na nevhodnost pokynů a příkazů není tímto ustanovením dotčena. Objednatel na odůvodněné vyžádání poskytne Zhotoviteli podklady nutné pro řádné provedení Díla, a to jak v elektronické podobě, tak v tištěné podobě, pokud bude mít tyto k dispozici.
- 5.6. **Ochrana práv třetích osob.** Zhotovitel se při plnění této Smlouvy zavazuje respektovat veškeré obecně závazné právní předpisy, zejména se zavazuje, že se svým jednáním nedopustí nekalé soutěže a že při plnění této Smlouvy nebude zasahovat do práv třetích osob, ani výsledek činnosti Zhotovitele nebude zasahovat nebo jakýmkoliv způsobem porušovat práva třetích osob.
- 5.7. **Součinnost.** Smluvní strany jsou povinny při plnění této Smlouvy vzájemně spolupracovat, poskytnout si vzájemně veškerou součinnost nezbytně nutnou pro plnění této Smlouvy a vzájemně se informovat o skutečnostech, které jsou nebo mohou být významné pro plnění této Smlouvy.
- 5.8. **Mlčenlivost.** Zhotovitel se zavazuje v průběhu plnění této Smlouvy i po jejím ukončení zachovávat mlčenlivost o všech skutečnostech, o kterých se dozví od Objednatele v souvislosti s plněním této Smlouvy. Tato povinnost mlčenlivosti se vztahuje na všechny zaměstnance a spolupracovníky Zhotovitele. Povinnost mlčenlivosti přetrvává i po skončení trvání této Smlouvy.
- 5.9. **Kontrola plnění.** Zhotovitel je povinen umožnit Objednateli provést kontrolu plnění předmětu této Smlouvy kdykoli po předchozí výzvě Objednatele, a to po celou dobu trvání této Smlouvy.
- 5.10. **Doplnění Díla.** Zhotovitel je povinen na základě připomínek Objednatele, upravit a doplnit řešení Díla.
- 5.11. V případě, že Zhotovitel v průběhu provádění Díla zjistí závažné nedostatky, bude o této skutečnosti vhodnou formou informovat Objednatele ještě před vydáním CFS.

## **6. PROHLÁŠENÍ SMLUVNÍCH STRAN**

- 6.1. Zhotovitel prohlašuje, že se v plném rozsahu seznámil s obsahem a povahou předmětu plnění a že je způsobilý k řádnému a včasnému provedení Díla dle této Smlouvy. Zhotovitel dále prohlašuje, že jsou mu známy veškeré technické, kvalitativní a jiné nezbytné podmínky potřebné k řádnému plnění této Smlouvy, a že disponuje takovými kapacitami a odbornými znalostmi, které jsou třeba k řádnému plnění a splnění předmětu této Smlouvy.
- 6.2. Zhotovitel bude provádět Dílo podle svých odborných znalostí, zkušeností a praxe, při jeho provádění bude postupovat s náležitou odbornou péčí, v souladu s touto Smlouvou, jejími přílohami a dle pokynů, příkazů a požadavků Objednatele.
- 6.3. Zhotovitel prohlašuje, že se seznámil se všemi podklady, které mu byly Objednatelem poskytnuty a je si vědom, že nemůže v průběhu plnění předmětu této Smlouvy uplatnit nároky na úpravu smluvních podmínek (zadání), a zavazuje se provést Dílo dle předaných podkladů, v souladu s obecně závaznými právními předpisy a pokyny Objednatele.
- 6.4. Smluvní strany prohlašují, že předmět této Smlouvy není plněním nemožným a že tuto Smlouvu uzavírají po pečlivém zvážení všech možných důsledků.
- 6.5. Zhotovitel prohlašuje, že není předlužen a není mu známo, že by bylo vůči němu zahájeno insolvenční řízení. Dále prohlašuje, že vůči němu není vydáno žádné soudní rozhodnutí, či rozhodnutí správního, daňového či jiného orgánu nebo rozhodce na plnění, které by mohlo být

důvodem soudní exekuce na majetek Zhotovitele, nebo by mohlo mít jakkoliv negativní vliv na schopnost Zhotovitele splnit povinnosti vyplývající z této Smlouvy, a že takové řízení nebylo vůči němu zahájeno a že ani nehrozí zahájení takového řízení.

## **7. PRÁVA Z VAD, SANKCE A Odstoupení od Smlouvy**

- 7.1. Oznámení o výskytu vady bude Objednatelem učiněno písemně a doručeno Zhotoviteli. V písemné oznámení o výskytu vady Objednatel vadu popíše, uvede, jak se projevuje a uvede požadovaný způsob odstranění vady. Zhotovitel je povinen nastoupit k odstranění vady Díla nejpozději do 10 kalendářních dnů od doručení písemného oznámení o výskytu vady Objednatelem a vadu Díla odstranit nejpozději do 10 kalendářních dnů ode dne doručení oznámení o výskytu vady Objednatele, nebude-li dohodnuto mezi Smluvními stranami písemně jinak.
- 7.2. Je-li vadné plnění podstatným porušením této Smlouvy, má Objednatel právo na odstranění vady opravou nebo úpravou Díla, na přiměřenou slevu z Ceny nebo má právo odstoupit od této Smlouvy. Smluvní strany se dohodly, že za podstatné porušení této Smlouvy zakládající právo Objednatele odstoupit od této Smlouvy, bude považováno zejména:
- a) prodlení Zhotovitele s provedením Díla dle čl. 2. odst. 2.1. této Smlouvy o více než 10 kalendářních dnů;
  - b) prodlení Zhotovitele s odstraněním vad a nedodělků dle čl. 4. odst. 4.1. této Smlouvy o více než 10 kalendářních dnů;
  - c) jestliže Zhotovitel ujistil Objednatele, že Dílo má určité vlastnosti, zejména vlastnosti Objednatelem vymíněné, anebo že nemá žádné vady, a toto ujištění se následně ukáže nepravdivým.
- 7.3. Zhotovitel je povinen provádět Dílo v souladu s touto Smlouvou, pokyny, příkazy a požadavky Objednatele a v souladu s obecně závaznými právními předpisy. Jestliže Zhotovitel tyto povinnosti vyplývající z této Smlouvy poruší a nezjedná nápravu ani v dodatečně přiměřené lhůtě poskytnuté mu Objednatelem, má Objednatel právo od této Smlouvy odstoupit.
- 7.4. Objednatel je dále oprávněn odstoupit od této Smlouvy, jestliže zjistí, že Zhotovitel:
- a) nabízel, dával, přijímal nebo zprostředkovával určité hodnoty s cílem ovlivnit chování nebo jednání kohokoliv, ať již státního úředníka nebo někoho jiného, přímo nebo nepřímo, při uzavírání nebo provádění této Smlouvy; nebo
  - b) zkresloval jakékoliv skutečnosti za účelem uzavření nebo provádění této Smlouvy ke škodě Objednatele, včetně užití podvodných praktik k potlačení a snížení výhod volné a otevřené soutěže.
- 7.5. Odstoupení od této Smlouvy musí být učiněno v písemné formě a doručeno Zhotoviteli. Odstoupením se závazek založený touto Smlouvou zrušuje od počátku a Smluvní strany se vypořádají podle příslušných ustanovení Občanského zákoníku o bezdůvodném obohacení. Účinky odstoupení od Smlouvy nastávají okamžikem doručení písemného oznámení o odstoupení od této Smlouvy Zhotoviteli. Odstoupení od této Smlouvy se nedotýká práva na zaplacení smluvní pokuty a úroku z prodlení, pokud již dospěl, práva na náhradu škody ani ujednání, které má vzhledem ke své povaze zavazovat Smluvní strany i po odstoupení od této Smlouvy, tj. zejména ani ujednání o způsobu řešení sporů a volbě práva. Obdobné platí i pro předčasné ukončení této Smlouvy jiným způsobem.
- 7.6. Bude-li Objednatel v prodlení s úhradou faktury, je Zhotovitel oprávněn požadovat úhradu úroku z prodlení z dlužné částky ve výši stanovené příslušnými právními předpisy.

- 7.7. V případě prodlení Zhotovitele s provedením a předáním dokončeného Díla v dohodnutém termínu (viz. čl. 2. odst. 2.1. této Smlouvy), a/nebo v případě prodlení Zhotovitele s odstraněním vad a nedodělků zjištěných při předání a převzetí Díla (viz. čl. 4. odst. 4.1. této Smlouvy), je Zhotovitel povinen zaplatit Objednateli smluvní pokutu ve výši 0,5 % z Ceny za každý i započatý den prodlení.
- 7.8. Poruší-li Zhotovitel povinnosti stanovené v čl. 5., odst. 5.3., 5.4., 5.5., 5.6., 5.9. a 5.11 této Smlouvy a/nebo ukáže-li se nepravdivým některé z prohlášení Zhotovitele uvedených v čl. 6., odst. 6.1., 6.3. a 6.5. této Smlouvy, je Zhotovitel povinen zaplatit Objednateli smluvní pokutu ve výši 1.000,- Kč za každý případ porušení povinnosti a/nebo nepravdivosti prohlášení.
- 7.9. V případě porušení povinností Zhotovitele dle čl. 5. odst. 5.8. této Smlouvy je Zhotovitel povinen uhradit Objednateli smluvní pokutu ve výši 50.000,- Kč za každý jednotlivý případ porušení povinnosti.
- 7.10. Smluvní pokuty jsou splatné do 30 kalendářních dnů ode dne doručení výzvy Objednatele k jejich zaplacení Zhotoviteli. Závazek úhrady se považuje za dodrženy, je-li nejpozději v poslední den lhůty připsána předmětná platba na účet Objednatele.
- 7.11. Zaplacením jakékoliv smluvní pokuty dle této Smlouvy není dotčena povinnost Zhotovitele nahradit škodu vzniklou Objednateli z porušení smluvní povinnosti, ke kterému se smluvní pokuta vztahuje. Objednatel je oprávněn požadovat náhradu škody v plné výši bez ohledu na ujednanou smluvní pokutu.

## **8. TRVÁNÍ SMLOUVY**

- 8.1. Tato Smlouva se uzavírá na dobu určitou, a to do splnění všech povinností Zhotovitele vyplývajících z této Smlouvy.
- 8.2. Před uplynutím doby dle odst. 8.1. tohoto článku lze tuto Smlouvu ukončit na základě vzájemné písemné dohody obou Smluvních stran, výpovědí ze strany Objednatele nebo odstoupením od Smlouvy dle čl. 7. odst. 7.2., 7.3. a 7.4. této Smlouvy, popř. dle příslušných ustanovení Občanského zákoníku.
- 8.3. Objednatel je oprávněn ukončit tuto Smlouvu písemnou výpovědí s výpovědní dobou v délce 7 kalendářních dnů, která počíná běžet dnem následujícím po doručení písemné výpovědi Zhotoviteli.
- 8.4. V případě předčasného ukončení této Smlouvy dohodou či odstoupením jsou Smluvní strany povinny provést vypořádání vzájemných práv a povinností v souladu s příslušnými právními předpisy.

## **9. ZÁVĚREČNÁ USTANOVENÍ**

- 9.1. Tato Smlouva a práva a povinnosti z ní vyplývající se řídí právním řádem České republiky. Práva a povinnosti Smluvních stran, pokud nejsou upraveny touto Smlouvou, se řídí Občanským zákoníkem a předpisy souvisejícími.
- 9.2. Veškeré případné spory vzniklé mezi Smluvními stranami na základě nebo v souvislosti s touto Smlouvou budou primárně řešeny jednáním Smluvních stran. V případě, že tyto spory nebudou v přiměřené době vyřešeny, budou k jejich projednání a rozhodnutí příslušné obecné soudy České republiky.
- 9.3. Tato Smlouva může být měněna nebo doplňována pouze formou písemných vzestupně číslovaných dodatků podepsaných oběma Smluvními stranami. Ke změnám či doplnění neprovedeným písemnou formou se nepřihlíží.

- 9.4. V případě, že některé ustanovení této Smlouvy je nebo se stane v budoucnu neplatným, neúčinným či nevymahatelným nebo bude-li takovým shledáno příslušným orgánem, zůstávají ostatní ustanovení této Smlouvy v platnosti a účinnosti, pokud z povahy takového ustanovení nebo z jeho obsahu anebo z okolností, za nichž byla tato Smlouva uzavřena, nevyplyvá, že jej nelze oddělit od ostatního obsahu této Smlouvy. Smluvní strany se zavazují bezodkladně nahradit neplatné, neúčinné nebo nevymahatelné ustanovení této Smlouvy ustanovením jiným, které svým obsahem a smyslem odpovídá nejlépe ustanovení původnímu a této Smlouvě jako celku.
- 9.5. Smluvní strany na sebe přebírají nebezpečí změny okolností v souvislosti s právy a povinnostmi Smluvních stran vzniklými na základě této Smlouvy. Smluvní strany vylučují uplatnění ustanovení § 1765 odst. 1 a § 1766 Občanského zákoníku na svůj smluvní vztah založený touto Smlouvou.
- 9.6. Zhotovitel se jako osoba povinná dle § 2 písm. e) zákona č. 320/2001 Sb., o finanční kontrole ve veřejné správě a o změně některých zákonů (zákon o finanční kontrole), ve znění pozdějších předpisů zavazuje k součinnosti při výkonu finanční kontroly ve smyslu zákona o finanční kontrole. Zhotovitel se dále zavazuje umožnit všem oprávněným subjektům provést kontrolu dokladů souvisejících s plněním této Smlouvy, a to po dobu určenou k jejich archivaci v souladu s příslušnými právními předpisy.
- 9.7. Smluvní strany bezvýhradně souhlasí s uveřejněním této Smlouvy v plném znění včetně Ceny a veškerých metadat v souladu s příslušnými právními předpisy, které se na uveřejnění této Smlouvy vztahují, tj. zejména v souladu se zákonem 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.
- 9.8. Tato Smlouva nabývá platnosti dnem jejího podpisu oběma Smluvními stranami a účinnosti dnem jejího uveřejnění dle čl. 9. odst. 9.7. této Smlouvy. Podle dohody Smluvních stran uveřejnění této Smlouvy provede Objednatel.
- 9.9. Tato Smlouva bude uzavřena v listinné nebo elektronické podobě. Je-li tato Smlouva uzavřena v listinné podobě, je podepsána vlastnoručně Smluvními stranami a vyhotovena ve 3 stejnopisech, z nichž každý bude považován za prvopis, přičemž 2 si ponechá Objednatel a 1 vyhotovení obdrží Zhotovitel. Je-li tato Smlouva uzavřena elektronicky, je podepsána pomocí uznávaných elektronických podpisů osob oprávněných jednat za Smluvní strany.
- 9.10. Nedílnou součástí této Smlouvy jsou její přílohy:
- a) Příloha č. 1: Podrobná specifikace Díla;
  - b) Příloha č. 2: Výzva Evropské komise „rescEU Transition Aerial Forest Firefighting Capacities -Forest fire season 2025“;
  - c) Příloha č. 3: Dohoda o grantu - kapitola „24.2 Certificate on the financial statements (CFS)“;
  - d) Příloha č. 4: Pokyny pro vypracování CFS.
- 9.11. **Smluvní strany prohlašují, že si tuto Smlouvu před jejím podpisem řádně přečetly, jejímu obsahu rozumějí, že je tato Smlouva projevem jejich pravé, svobodné a omylu prosté vůle a na důkaz toho připojují své podpisy.**



**OBJEDNATEL**

**ZHOTOVITEL**

V Praze, dne .....

V Praze, dne .....



**Česká republika – Ministerstvo životního  
prostředí**

Ing. Jan Šafařík, MBA, vrchní ředitel sekce  
ekonomicko-provozní

**BDO Audit s.r.o.**

Ing. Ondřej Šnejdar, jednatel

### **Příloha č. 1: Podrobná specifikace Díla**

Objednatel coby příjemce grantu Evropské komise rescEU Transition na projekt „Czech republic - rescEU Transition Forest Firefighting Capacities using helicopter – 1“ (zkratka projektu: rescEU -AFFF-H-CZ 1, registrační číslo projektu: 101172918; dále jen „projekt“) požaduje pro účely závěrečného vyúčtování projektu následující:

- ověření správnosti nákladů uplatněných v projektu, a to:
  - v souladu s podmínkami projektu a požadavky poskytovatele grantu, uvedenými ve výzvě Evropské komise „rescEU Transition Aerial Forest Firefighting Capacities -Forest fire season 2024 (viz příloha č. 2 této Smlouvy), a
  - dle postupů mezinárodního standardu International Standard on Related Services (ISRS) 4400 (revised); bude požadováno doložení tohoto certifikátu;
- vypracování CFS v anglickém jazyce podle požadavků, uvedených v kapitole 24.2. uzavřené dohody o grantu (viz příloha č. 3 této Smlouvy), a podle pokynů Evropské komise pro vypracování CFS (viz příloha č. 4).
- předání CFS Ministerstvu životního prostředí do 15.12. 2025.

Objednatel dále požaduje, aby byly výše uvedené činnosti provedeny při dodržení veškerých právních předpisů České republiky s důrazem na legální zaměstnávání, spravedlivé odměňování a dodržování bezpečnosti a ochrany zdraví při práci, a to i ze strany případných subdodavatelů, kteří vykonávají činnost na území České republiky.

Evidenční číslo přidělené z Centrální evidence smluv:250366

**Příloha č. 2: Výzva Evropské komise „rescEU Transition Aerial Forest Firefighting Capacities  
-Forest fire season 2024”**



## EUROPEAN COMMISSION

Directorate-General for European Civil Protection and Humanitarian Aid Operations (ECHO)

ECHO.A - Emergency Response Coordination Center  
**The Director**

Brussels,  
ECHO.A/MM

### **ARES e-mail**

**Subject: Invitation to submit applications for the action “rescEU Transition Aerial Forest Firefighting Capacities - Forest fire season 2025” (UCPM-2025-rescEU-Transition-IBA)**

Dear Directors-General and Members of the Civil Protection Committee,

I have the pleasure to inform you of the possibility to obtain financial support under the rescEU Transition 2025 initiative.

The objective of the action is to ensure rapid access to national aerial forest firefighting means to address temporary shortcomings in case of extraordinary forest fires, and to ensure a timely and effective response to the needs for the upcoming forest fire season.

Please find enclosed the conditions for awarding grants and related documents for application under this invitation to apply.

If you are interested in applying for a rescEU Transition 2025 grant, please prepare your application and submit all relevant documents via the Funding & Tenders Portal, which can be accessed through the following link:

<https://ec.europa.eu/research/participants/submission/manage/screen/submission/create-draft/39461?topic=UCPM-2025-RESCEU-TRANSITION-IBA>

You can find further information and guidance on the [Funding & Tenders Portal](#).

The deadline for submitting the grant application is **29 January 2025 at 17:00 CET**.

Please facilitate the transmission of this letter, with its annexes explaining the grant agreement procedure, to the relevant persons in charge of a potential application.

Should you have any questions, please do not hesitate to contact the responsible Commission service at: [ECHO-RESCEU-TRANSITION@ec.europa.eu](mailto:ECHO-RESCEU-TRANSITION@ec.europa.eu)

Electronically signed  
Michela MATUELLA

Enclosure: Call Document *rescEU Transition Aerial Forest Firefighting Capacities - Forest fire season 2025*

Evidenční číslo přidělené z Centrální evidence smluv:250366

**Příloha č. 3: Dohoda o grantu - kapitola „24.2 Certificate on the financial statements (CFS)“**



## EUROPEAN COMMISSION

Directorate-General for European Civil Protection and Humanitarian Aid Operations (ECHO)

ECHO.A – Emergency Response Coordination Centre

A.4 – Civil Protection Emergency Response Capabilities

### GRANT AGREEMENT

**Project 101234043 — rescEU-AFFF-H-CZ 2**

#### PREAMBLE

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

**on the one part,**

the **European Union** ('EU'), represented by the European Commission ('European Commission' or 'granting authority'),

**and**

**on the other part,**

1. 'the coordinator':

**MINISTERSTVO VNITRA (MoI GD FRS CR)**, PIC 916714215, established in NAD STOLOU 936/3, PRAHA 7 170 34, 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)

---

<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>12</b>
ARTICLE 1 — SUBJECT OF THE AGREEMENT .....	12
ARTICLE 2 — DEFINITIONS.....	12
<b>CHAPTER 2 ACTION.....</b>	<b>13</b>
ARTICLE 3 — ACTION.....	13
ARTICLE 4 — DURATION AND STARTING DATE.....	13
<b>CHAPTER 3 GRANT.....</b>	<b>13</b>
ARTICLE 5 — GRANT.....	13
5.1 Form of grant.....	14
5.2 Maximum grant amount.....	14
5.3 Funding rate.....	14
5.4 Estimated budget, budget categories and forms of funding.....	14
5.5 Budget flexibility.....	14
ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS.....	15
6.1 General eligibility conditions.....	15
6.2 Specific eligibility conditions for each budget category.....	16
6.3 Ineligible costs and contributions.....	20
6.4 Consequences of non-compliance.....	21
<b>CHAPTER 4 GRANT IMPLEMENTATION.....</b>	<b>21</b>
<b>SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS.....</b>	<b>21</b>
ARTICLE 7 — BENEFICIARIES.....	21
ARTICLE 8 — AFFILIATED ENTITIES.....	23
ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION.....	23
9.1 Associated partners.....	24
9.2 Third parties giving in-kind contributions to the action.....	24
9.3 Subcontractors.....	24

9.4 Recipients of financial support to third parties.....	24
ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS.....	25
10.1 Non-EU participants.....	25
10.2 Participants which are international organisations.....	25
10.3 Pillar-assessed participants.....	25
<b>SECTION 2 RULES FOR CARRYING OUT THE ACTION.....</b>	<b>27</b>
ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION.....	27
11.1 Obligation to properly implement the action.....	27
11.2 Consequences of non-compliance.....	28
ARTICLE 12 — CONFLICT OF INTERESTS.....	28
12.1 Conflict of interests.....	28
12.2 Consequences of non-compliance.....	28
ARTICLE 13 — CONFIDENTIALITY AND SECURITY.....	28
13.1 Sensitive information.....	28
13.2 Classified information.....	29
13.3 Consequences of non-compliance.....	29
ARTICLE 14 — ETHICS AND VALUES.....	29
14.1 Ethics.....	29
14.2 Values.....	29
14.3 Consequences of non-compliance.....	30
ARTICLE 15 — DATA PROTECTION.....	30
15.1 Data processing by the granting authority.....	30
15.2 Data processing by the beneficiaries.....	30
15.3 Consequences of non-compliance.....	31
ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE.....	31
16.1 Background and access rights to background.....	31
16.2 Ownership of results.....	31
16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes.....	31
16.4 Specific rules on IPR, results and background.....	32
16.5 Consequences of non-compliance.....	32
ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY.....	33
17.1 Communication — Dissemination — Promoting the action.....	33
17.2 Visibility — European flag and funding statement.....	33
17.3 Quality of information — Disclaimer.....	34

17.4	Specific communication, dissemination and visibility rules.....	34
17.5	Consequences of non-compliance.....	34
ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION.....		34
18.1	Specific rules for carrying out the action.....	34
18.2	Consequences of non-compliance.....	34
<b>SECTION 3 GRANT ADMINISTRATION.....</b>		<b>34</b>
ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS.....		34
19.1	Information requests.....	34
19.2	Participant Register data updates.....	35
19.3	Information about events and circumstances which impact the action.....	35
19.4	Consequences of non-compliance.....	35
ARTICLE 20 — RECORD-KEEPING.....		35
20.1	Keeping records and supporting documents.....	35
20.2	Consequences of non-compliance.....	36
ARTICLE 21 — REPORTING.....		36
21.1	Continuous reporting.....	36
21.2	Periodic reporting: Technical reports and financial statements.....	37
21.3	Currency for financial statements and conversion into euros.....	38
21.4	Reporting language.....	38
21.5	Consequences of non-compliance.....	38
ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE.....		38
22.1	Payments and payment arrangements.....	38
22.2	Recoveries.....	39
22.3	Amounts due.....	39
22.4	Enforced recovery.....	44
22.5	Consequences of non-compliance.....	44
ARTICLE 23 — GUARANTEES.....		45
23.1	Prefinancing guarantee.....	45
23.2	Consequences of non-compliance.....	45
ARTICLE 24 — CERTIFICATES.....		46
24.1	Operational verification report (OVR).....	46
24.2	Certificate on the financial statements (CFS).....	46
24.3	Certificate on the compliance of usual cost accounting practices (CoMUC).....	46
24.4	Systems and process audit (SPA).....	46
24.5	Consequences of non-compliance.....	46

ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS.....	47
25.1 Granting authority checks, reviews and audits.....	47
25.2 European Commission checks, reviews and audits in grants of other granting authorities.....	48
25.3 Access to records for assessing simplified forms of funding.....	48
25.4 OLAF, EPPO and ECA audits and investigations.....	48
25.5 Consequences of checks, reviews, audits and investigations — Extension of results of reviews, audits or investigations.....	49
25.6 Consequences of non-compliance.....	50
ARTICLE 26 — IMPACT EVALUATIONS.....	50
26.1 Impact evaluation.....	50
26.2 Consequences of non-compliance.....	51
<b>CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE.....</b>	<b>51</b>
<b>SECTION 1 REJECTIONS AND GRANT REDUCTION.....</b>	<b>51</b>
ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS.....	51
27.1 Conditions.....	51
27.2 Procedure.....	51
27.3 Effects.....	51
ARTICLE 28 — GRANT REDUCTION.....	51
28.1 Conditions.....	52
28.2 Procedure.....	52
28.3 Effects.....	52
<b>SECTION 2 SUSPENSION AND TERMINATION.....</b>	<b>52</b>
ARTICLE 29 — PAYMENT DEADLINE SUSPENSION.....	52
29.1 Conditions.....	52
29.2 Procedure.....	53
ARTICLE 30 — PAYMENT SUSPENSION.....	53
30.1 Conditions.....	53
30.2 Procedure.....	53
ARTICLE 31 — GRANT AGREEMENT SUSPENSION.....	54
31.1 Consortium-requested GA suspension.....	54
31.2 EU-initiated GA suspension.....	55
ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION.....	56
32.1 Consortium-requested GA termination.....	56
32.2 Consortium-requested beneficiary termination.....	57
32.3 EU-initiated GA or beneficiary termination.....	58

<b>SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS.....</b>	<b>61</b>
ARTICLE 33 — DAMAGES.....	61
33.1 Liability of the granting authority.....	61
33.2 Liability of the beneficiaries.....	61
ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES.....	62
<b>SECTION 4 FORCE MAJEURE.....</b>	<b>62</b>
ARTICLE 35 — FORCE MAJEURE.....	62
<b>CHAPTER 6 FINAL PROVISIONS.....</b>	<b>62</b>
ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES.....	62
36.1 Forms and means of communication — Electronic management.....	62
36.2 Date of communication.....	63
36.3 Addresses for communication.....	63
ARTICLE 37 — INTERPRETATION OF THE AGREEMENT.....	63
ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES.....	63
ARTICLE 39 — AMENDMENTS.....	64
39.1 Conditions.....	64
39.2 Procedure.....	64
ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES.....	64
40.1 Accession of the beneficiaries mentioned in the Preamble.....	65
40.2 Addition of new beneficiaries.....	65
ARTICLE 41 — TRANSFER OF THE AGREEMENT.....	65
ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY.....	65
ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES.....	66
43.1 Applicable law.....	66
43.2 Dispute settlement.....	66
ARTICLE 44 — ENTRY INTO FORCE.....	66

**DATA SHEET**

**1. General data**

Project summary:

Project summary
Czech Republic - rescEU Transition Forest Firefighting Capacities using helicopter BlackHawk UH 60A with capacity of water bucket 3410 l. The main objective of the project is to increase capacities for forest firefighting in the Czech Republic and to contribute to strengthening response capacities at Union level. Ministry of Interior together with Ministry of Environment as associated partner will subcontract provider of the service for summer season 2025 according to the Framework Agreement between the Ministry of Interior – Fire Rescue Service of the Czech Republic and Heli Company, s.r.o. for the period of 2024 to 2027. Public tender for provider of AFFF with helicopter was already carried out in 2024 and framework agreement was signed with duration of 4 years. Each year will be signed contract for particular summer season with duration of 3 months starting from 15 June and ending at 15 September from 2024. For the UCPM activation will be service available from 1 July to 15 September 2025 according to the conditions set in the Call UCPM-2025-rescEU-Transition-IBA.

Keywords:

- Aerial Forest fire-fighting, Helicopters, Transition rescEU

Project number: 101234043

Project name: Czech Republic - rescEU Transition Forest Firefighting Capacities using helicopter, summer season 2025 - 2

Project acronym: rescEU-AFFF-H-CZ 2

Call: UCPM-2025-RESCEU-TRANSITION-IBA

Topic: UCPM-2025-RESCEU-TRANSITION-IBA

Type of action: UCPM Project Grants

Granting authority: European Commission-EU

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

Project starting date: fixed date: 15 June 2025

Project end date: 14 October 2025

Project duration: 4 months

Consortium agreement: Yes

**2. Participants**

List of participants:

Nº	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
1	COO	MoI GD FRS CR	MINISTERSTVO VNITRA	CZ	916714215	855 000.00	641 250.00
2	AP	MEEnv	MINISTERSTVO ZIVOTNIHO PROSTREDI	CZ	890202757	0.00	0.00
Total						855 000.00	641 250.00

Coordinator:

- MINISTERSTVO VNITRA (MoI GD FRS CR)

**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)
855 000.00	75	641 250.00	641 250.00

**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 Civil protection intervention unit costs
- E. Indirect costs

**Cost eligibility options:**

- Standard supplementary payments
- Travel and subsistence:
  - Travel: Unit or Actual costs
  - Accommodation: Unit or Actual costs
  - Subsistence: Unit or Actual costs
- Equipment: depreciation only
- Indirect cost flat-rate: 0% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any)
- VAT: No
- 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
					Final payment	90 days from receiving periodic report
1	1	4	Periodic report	60 days after end of reporting period		

**Prefinancing payments and guarantees:**

Prefinancing payment		Prefinancing guarantee		
Type	Amount	Guarantee amount	Division per participant	
Prefinancing 1 (initial)	448 875.00	n/a	1 - MoI GD FRS CR	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: Yes

Late payment interest: ECB + 3.5%

Bank account for payments:

CZ5507100060150008908881 CNBACZPPXXX

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 325 000.00

**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 190 of EU Financial Regulation 2024/2509<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(38) of EU Financial Regulation 2024/2509, i.e. non-financial resources made available free of charge by third parties.

---

<sup>4</sup> For the definition, see Article 190 Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) ('EU Financial Regulation') (OJ L, 2024/2509, 26.9.2024): "**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 138(1) and 143(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".

**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 138(1)(c) of EU Financial Regulation 2024/2509<sup>8</sup>.

**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 **101234043 — rescEU-AFFF-H-CZ 2** ('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**

---

<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).

<sup>8</sup> 'Professional misconduct' includes, in particular, the following: violation of ethical standards of the profession; wrongful conduct with impact on professional credibility; breach of generally accepted professional ethical standards; false declarations/misrepresentation of information; participation in a cartel or other agreement distorting competition; violation of IPR; attempting to influence decision-making processes by taking advantage, through misrepresentation, of a conflict of interests, or to obtain confidential information from public authorities to gain an advantage; incitement to discrimination, hatred or violence or similar activities contrary to the EU values where negatively affecting or risking to affect the performance of a legal commitment.

## 5.1 Form of grant

The grant is an action grant<sup>9</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 75% 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>10</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>9</sup> For the definition, see Article 183(2)(a) EU Financial Regulation 2024/2509: ‘**action grant**’ means an EU grant to finance “an action intended to help achieve a Union policy objective”.

<sup>10</sup> See Article 125 EU Financial Regulation 2024/2509.

- 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>11</sup> not receiving a salary) or **natural person beneficiaries** (i.e. beneficiaries that are

---

<sup>11</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) 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.

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) are eligible if they fulfil the general eligibility conditions and are bought using the beneficiary's usual purchasing practices — provided these ensure purchases with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

- 
- 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.



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: as unit costs in accordance with the method set out in Annex 2a if covered by Decision C(2021)35<sup>12</sup> or otherwise as costs actually incurred and in line with the beneficiary’s usual practices on travel
- accommodation: as unit costs in accordance with the method set out in Annex 2a if covered by Decision C(2021)35<sup>13</sup> or otherwise as costs actually incurred and in line with the beneficiary’s usual practices on travel
- subsistence: as unit costs in accordance with the method set out in Annex 2a if covered by Decision C(2021)35<sup>14</sup> or otherwise as costs actually incurred and in line with the beneficiary’s usual practices on travel.

### C.2 Equipment

Purchases of **equipment, infrastructure or other assets** used for the action must be declared as depreciation costs, calculated on the basis of the costs actually incurred and written off in accordance with international accounting standards and the beneficiary’s usual accounting practices.

Only the portion of the costs that corresponds to the rate of actual use for the action during the action duration can be taken into account.

Costs for **renting or leasing** equipment, infrastructure or other assets are also 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 Civil protection intervention unit costs

---

<sup>12</sup> Commission Decision of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

<sup>13</sup> Commission Decision of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

<sup>14</sup> Commission Decision of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

**Costs related to personnel, transport and logistic resources and operations incurred in the context of interventions** during the action may be declared as unit cost according to usual cost accounting practices, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions for such unit costs, comply with the conditions set out in Points A-C for the underlying types of costs (personnel, subcontracting and purchases), are incurred for activities eligible for such funding and the amount per unit is calculated:

- using the actual costs for the personnel, transport and logistics and operations recorded in the beneficiary's accounts, attributed at the rate of use and excluding any costs which are ineligible or already included in other budget categories; the actual costs may be adjusted on the basis of budgeted or estimated elements, if they are relevant for calculating the costs, reasonable and correspond to objective and verifiable information

and

- according to usual cost accounting practices which are applied in a consistent manner, based on objective criteria, regardless of the source of funding.

### **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) VAT (always ineligible)

- (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>15</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**

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.

---

<sup>15</sup> For the definition, see Article 183(2)(b) EU Financial Regulation 2024/2509: ‘**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”.

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>16</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

Not applicable

## ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

---

<sup>16</sup> For the definition, see Article 190(2) EU Financial Regulation 2024/2509: “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.”

## 9.1 Associated partners

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

- **MINISTERSTVO ZIVOTNIHO PROSTREDI (MEnv)**, PIC 890202757

Associated partners must implement the action tasks attributed to them in Annex 1 in accordance with Article 11. They may not charge costs or contributions to the action and the costs for their tasks are not eligible.

The tasks must be set out in Annex 1.

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

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

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

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

Third parties giving in-kind contributions do not implement any action tasks. They may not charge 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

Not applicable

## 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>17</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<sup>18</sup>
- 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

---

<sup>17</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 (OJ L 157, 9.6.2006, p. 87).

<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 (OJ L 157, 9.6.2006, p. 87).



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 157 EU Financial Regulation 2024/2509).

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 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 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>19</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**

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**

---

<sup>19</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).

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>20</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>21</sup>).

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.

<sup>20</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>21</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).

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 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:

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

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:

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

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:

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

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

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

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

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

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

## 22.4 Enforced recovery

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

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

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

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

- (b) by drawing on the financial guarantee(s) (if any)
- (c) by holding other beneficiaries jointly and severally liable (if any; see Data Sheet, Point 4.4)
- (d) by holding affiliated entities jointly and severally liable (if any, see Data Sheet, Point 4.4)
- (e) by taking legal action (see Article 43) or, provided that the granting authority is the European Commission or an EU executive agency, by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2024/2509.

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>22</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

<sup>22</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).

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 28) and the grant or the coordinator may be terminated (see Article 32).

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

## **ARTICLE 23 — GUARANTEES**

### **23.1 Prefinancing guarantee**

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

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

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

- (a) be provided by a bank or approved financial institution established in the EU or — if requested by the coordinator and accepted by the granting authority — by a third party or a bank or financial institution established outside the EU offering equivalent security
- (b) the guarantor stands as first-call guarantor and does not require the granting authority to first have recourse against the principal debtor (i.e. the beneficiary concerned) and
- (c) remain explicitly in force until the final payment and, if the final payment takes the form of a recovery, until five months after the debit note is notified to a beneficiary.

They will be released within the following month.

### **23.2 Consequences of non-compliance**

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

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

## **ARTICLE 24 — CERTIFICATES**

### **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>23</sup> (or for public bodies: by a competent independent public officer)
- (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**

---

<sup>23</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 (OJ L 157, 9.6.2006, p. 87).

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, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

### 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, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

## 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>24</sup> and No 2185/96<sup>25</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 263 of EU Financial Regulation 2024/2509.

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).

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

<sup>24</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>25</sup> Council Regulation (Euratom, EC) No 2185/96 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).



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), failure to cooperate with checks, reviews, audits and investigations, 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), failure to cooperate with checks, reviews, audits and investigations, 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), failure to cooperate with checks, reviews, audits and investigations, 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), failure to cooperate with checks, reviews, audits and investigations, 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 137 to 148 EU Financial Regulation 2024/2509 and Articles 4 and 7 of Regulation 2988/95<sup>26</sup>).

## **SECTION 4 FORCE MAJEURE**

### **ARTICLE 35 — FORCE MAJEURE**

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

‘Force majeure’ means any situation or event that:

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

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

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

## **CHAPTER 6 FINAL PROVISIONS**

### **ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES**

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

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

---

<sup>26</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).

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>27</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.

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

---

<sup>27</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).

#### 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).

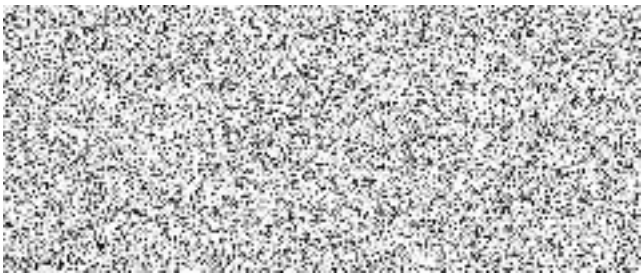
## **ARTICLE 44 — ENTRY INTO FORCE**

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**



# **Union Civil Protection Mechanism (UCPM)**

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

**Part A**

**Part B**

DESCRIPTION OF THE ACTION (PART A)

COVER PAGE

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

PROJECT	
Grant Preparation (General Information screen) — Enter the info.	
Project number:	101234043
Project name:	Czech Republic - rescEU Transition Forest Firefighting Capacities using helicopter, summer season 2025 - 2
Project acronym:	rescEU-AFFF-H-CZ 2
Call:	UCPM-2025-RESCEU-TRANSITION-IBA
Topic:	UCPM-2025-RESCEU-TRANSITION-IBA
Type of action:	UCPM-PJG
Service:	ECHO/A/04
Project starting date:	fixed date: 15 June 2025
Project duration:	4 months

TABLE OF CONTENTS

Project summary .....3

List of participants ..... 3

List of work packages .....4

Staff effort ..... 6

List of deliverables .....7

List of milestones (outputs/outcomes) ..... 9

List of critical risks .....9

## PROJECT SUMMARY

<p><b>Project summary</b></p> <p><i>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.</i></p> <p><i>Use the project summary from your proposal.</i></p>
<p>Czech Republic - rescEU Transition Forest Firefighting Capacities using helicopter BlackHawk UH 60A with capacity of water bucket 3410 l.</p> <p>The main objective of the project is to increase capacities for forest firefighting in the Czech Republic and to contribute to strengthening response capacities at Union level. Ministry of Interior together with Ministry of Environment as associated partner will subcontract provider of the service for summer season 2025 according to the Framework Agreement between the Ministry of Interior – Fire Rescue Service of the Czech Republic and Heli Company, s.r.o. for the period of 2024 to 2027.</p> <p>Public tender for provider of AFFF with helicopter was already carried out in 2024 and framework agreement was signed with duration of 4 years. Each year will be signed contract for particular summer season with duration of 3 months starting from 15 June and ending at 15 September from 2024.</p> <p>For the UCPM activation will be service available from 1 July to 15 September 2025 according to the conditions set in the Call UCPM-2025-rescEU-Transition-IBA.</p>

## LIST OF PARTICIPANTS

<p><b>PARTICIPANTS</b></p> <p><i>Grant Preparation (Beneficiaries screen) — Enter the info.</i></p>					
Number	Role	Short name	Legal name	Country	PIC
1	COO	MoI GD FRS CR	MINISTERSTVO VNITRA	CZ	916714215
2	AP	MEnv	MINISTERSTVO ZIVOTNIHO PROSTREDI	CZ	890202757

LIST OF WORK PACKAGES

Work packages						
Grant Preparation (Work Packages screen) — Enter the info.						
Work Package No	Work Package name	Lead Beneficiary	Effort (Person-Months)	Start Month	End Month	Deliverables
WP1	rescEU Transition AFFFH in 2025	1 - MoI GD FRS CR	1.00	1	3	D1.1 – Factsheet AFFFH D1.2 – Pictures of the aircraft with EU flag

**Work package WP1 – rescEU Transition AFFFH in 2025**

<b>Work Package Number</b>	WP1	<b>Lead Beneficiary</b>	1 - MoI GD FRS CR
<b>Work Package Name</b>	rescEU Transition AFFFH in 2025		
<b>Start Month</b>	1	<b>End Month</b>	3

**Objectives**

Contract with provider of AFFFH capacity  
Stand-by period of AFFFH capacity


**Description**

Contract with provider  
Workshop on AFFFH interoperability, SOPs and HNS  
Table top exercise  
Joint practical training of pilots of contracted helicopters and fire-fighters  
Registre AFFFh module in CECIS  
Standby phase  
Evaluation period and final financial arrangements

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>Total Person-Months</b>
1 - MoI GD FRS CR	1.00	1.00
<b>Total Person-Months</b>	1.00	1.00

LIST OF DELIVERABLES

<div><div>Deliverables</div><div>Grant Preparation (Deliverables screen) — Enter the info.</div><div>The labels used mean:</div><div><div>Public — fully open ( automatically posted online)</div><div>Sensitive — limited under the conditions of the Grant Agreement</div><div>EU classified —RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision <a href="#">2015/444</a></div></div></div>						
Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D1.1	Factsheet AFFFH	WP1	1 - MoI GD FRS CR	R — Document, report	SEN - Sensitive	1
D1.2	Pictures of the aircraft with EU flag	WP1	1 - MoI GD FRS CR	R — Document, report	SEN - Sensitive	3



**Deliverable D1.1 – Factsheet AFFFH**

<b>Deliverable Number</b>	D1.1	<b>Lead Beneficiary</b>	1 - MoI GD FRS CR
<b>Deliverable Name</b>	Factsheet AFFFH		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	1	<b>Work Package No</b>	WP1

<b>Description</b>
Registration of TransitionrescEU capacity in CECIS

**Deliverable D1.2 – Pictures of the aircraft with EU flag**

<b>Deliverable Number</b>	D1.2	<b>Lead Beneficiary</b>	1 - MoI GD FRS CR
<b>Deliverable Name</b>	Pictures of the aircraft with EU flag		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	3	<b>Work Package No</b>	WP1

<b>Description</b>
Photo of helicopter with EU visibility

## 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	Contract with provider of service	WP1	1 - MoI GD FRS CR	Information about availability of helicopter to ERCC	1

## 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	Financial risk - insufficient finances for national co-financing	WP1	Agreement between MoI and Ministry of Environment

## IMPORTANT NOTICE

### What is the Application Form?

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

The Form consists of 2 parts:

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

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

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


### How to prepare and submit it?


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

### Character and page limits:

- page limit normally **70** pages (unless otherwise provided in the Call Document)
- supporting documents can be provided as an annex and do not count towards the page limit
- minimum font size — Arial 10 points
- page size: A4
- margins (top, bottom, left and right): at least 15 mm (not including headers & footers).

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

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

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

 **This document is tagged. Be careful not to delete the tags; they are needed for the processing.**

Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]  
EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

## TECHNICAL DESCRIPTION (PART B)

### COVER PAGE

Part B of the Application Form must be downloaded from the Portal Submission System, completed and then assembled and re-uploaded as PDF in the system. Page 1 with the grey IMPORTANT NOTICE box should be deleted before uploading.

**Note:** Please read carefully the conditions set out in the Call document. Pay particular attention to the award criteria; they explain how the application will be evaluated.

PROJECT	
Project name:	Czech Republic - rescEU Transition Forest Firefighting Capacities using helicopter, summer season 2025 - 2
Project acronym:	rescEU-AFFF-H-CZ 2
Coordinator contact:	Mr. Petr Ošlejšek Ministry of the Interior - Directorate General of the Fire Rescue Service of the Czech Republic

### TABLE OF CONTENTS

ADMINISTRATIVE FORMS (PART A).....	CHYBA! ZÁLOŽKA NENÍ DEFINOVÁNA.
TECHNICAL DESCRIPTION (PART B) .....	2
COVER PAGE .....	2
PROJECT SUMMARY .....	3
1. RELEVANCE .....	3
1.1 Background and objectives .....	3
1.2 Description of the capacity .....	4
1.3 European added value .....	6
2. QUALITY .....	6
2.1 Concept and methodology .....	6
2.2 Consortium set-up.....	7
2.3 Existing capacities — Previous experience .....	8
2.4 Project management, quality assurance and monitoring and evaluation strategy .....	9
2.5 Cost effectiveness and financial management .....	9
2.6 Risk management .....	10
3. IMPACT .....	10
3.1 Deployability .....	10
3.2 Interoperability .....	12
3.3 Environmental impact.....	12
3.4 Communication, dissemination and visibility.....	12
4. WORKPLAN, WORK PACKAGES, ACTIVITIES, RESOURCES AND TIMING.....	13
4.1 Work plan .....	13
4.2 Work packages, activities, resources and timing .....	13
Work Package 1 .....	15
Work Package 2 .....	18
Subcontracting .....	18
Equipment.....	19
Timetable .....	19
5. OTHER .....	22
5.1 Ethics.....	22
5.2 Security.....	22

Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]  
EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

6. DECLARATIONS.....	22
ANNEXES.....	23

##APP-FORM-UCPMCAP@#

##PRJ-SUM-PS@# [This document is tagged. Do not delete the tags; they are needed for the processing.]

## PROJECT SUMMARY

### Project summary

Czech Republic - rescEU Transition Forest Firefighting Capacities using helicopter BlackHawk UH 60A with capacity of water bucket 3410 l.

The main objective of the project is to increase capacities for forest firefighting in the Czech Republic and to contribute to strengthening response capacities at Union level. There is lack of such a capacity for forest fire-fighting at the Czech response services (Fire Rescue Service of the Czech Republic, Police of the Czech Republic, Army of the Czech Republic) so such a service will be contracted from the provider of helicopters according to the quality requirements set in the Implementing Decision (EU) 2019/570 for the Aerial forest firefighting capacities using helicopters. Ministry of Interior together with Ministry of Environment as associated partner will subcontract provider of the service for summer season 2025 according to the Framework Agreement between the Ministry of Interior – Fire Rescue Service of the Czech Republic and Heli Company, s.r.o. for the period of 2024 to 2027.

Public tender for provider of AFFF with helicopter was already carried out in 2024 and **framework agreement was signed with duration of 4 years**. Each year will be signed contract for particular summer season with duration of 3 months starting from 15 June and ending at 15 September from 2024.

Regarding the weather conditions in Central and Northern Europe these days our helicopters starts stand-by earlier than initially planned. Stand-by period starts as of 15 June for 2 months and a half (15 June-31 August) according to the conditions set in the Call CPM-2025-rescEU-Transition-IBA.

##PRJ-SUM-PS\$# ##REL-EVA-RE@# ##PRJ-OBJ-PO@#

## 1. RELEVANCE

### 1.1 Background and objectives

#### Background and objectives

*Describe the background and rationale of the project*

*Explain how the capacities will contribute to reach the objectives set out in the Call document.*

2022 forest fire season demonstrated big gap in preparedness of the Czech Republic for emergencies such as forest fires in extreme conditions (National parks, large forest stands etc.) To the present time the Czech Republic operated with small firefighting aircrafts and helicopters with small capacity of water bucket (only 800 to 1200 litres). Emergency in National Park Bohemian Switzerland in Summer 2022 shown how insufficient these capacities are and that there is urgent need for strengthening forest firefighting capacities.

The main objective of the project is to increase capacities for forest firefighting in the Czech Republic and to contribute to strengthening response capacities at Union level by participation at Transition rescEU programme.

Mol – Directorate General of Fire Rescue Service of the Czech Republic in cooperation with Ministry of Environment which is responsible for the protection of national parks against forest fires contracted private provider of helicopters to fulfil aerial forest firefighting in summer 2023 and the same procedure was used also in 2024. This service was co-financed by European Commission by Transition rescEU grants 2023 and 2024. One helicopter BlackHawk UH 60A each year were committed as rescEU capacity. In 2023 in the period from 15 July to 15 September 2023 and in 2024 in the period from 21 June to 15 September.

In 2023 there was one activation of new Transition rescEU capacity, to provide assistance in Greece during forest fires in August 2023.

In 2024 there were two activations of contracted helicopters, to provide assistance to Bulgaria and to North Macedonia during forest fires in July/August.

In 2024 we signed Framework Agreement with helicopter's provider Heli company, s.r.o. from Slovakia which operates helicopter type BlackHawk UH 60A with the capacity 3410 l in bambi bucket. Framework agreement will be applicable during summer seasons 2024 to 2027 and within period 15 June and 15 September each year.

Before summer season starts Ministry of Environment will sign annual contract with helicopter provider according to the conditions set in Framework agreement.

Conditions for framework agreement was specified by requirements of Ministry of Environment as they are contracting party of AFFF service for protection of forests within their competency (national parks). Forests in the Czech Republic cover 34% of the country and Ministry of Environment is the main administrative body for the 95 000 hectares of national parks which is 6,5 % of forest under the state administration. Other state administrators of state forests are Ministry of Agriculture with 83 % and Ministry of Defence with 8,3 %.

## 1.2 Description of the capacity

[OPTION by default (all except Adaptation and Stockpile maintenance after deployment):

### Description of the new capacity to be integrated in CECIS

#### Technical specifications

*Describe the specifications of the capacity to be developed based on the quality requirements set in the Call document.  
Provide all the information and data listed in the Call document.*

Quality requirements according to the Implementing Decision (EU) 2019/570 for the Aerial forest firefighting capacities using helicopters.

Quality requirements of contracted capacity is following: 1 helicopter BlackHawk UH60A, capacity of water bucket 3410 l, ability perform operations at least 7 days, one crew (2 pilots, 2 technical staff, 1 team leader and 2 AFFF coordinators) – 7 persons, communication equipment allowing air-to-air and air-to-ground communication, operation aprox. 8 – 10 hours/day and aprox. 100 drops off/day.

Provider of helicopter should be operational 24/7 during contracted season (from 15 June to 15 September 2025) according to the Framework agreement from which **duration of UCPM availability will be as of 15 June for 2 months and a half (15 June-31 August).**

Radio frequencies and operational procedures for communication between pilots and ground staff will be communicated with helicopter provider and MoI – General Directorate of Fire Rescue Service of CZ after signature of contract for the season 2025. There are operational procedures for ground – air and air-air communication used within Fire Rescue Service of the Czech Republic. Contractor has his own communication equipment. Communication procedures as well as filling of water bucket and coordination of operations will be trained with Czech firefighters before the forest fire season begins.

#### Compliance with technical standards

*Explain how you will ensure that appropriate quality and standards are met.*

*Where applicable, confirm that the products will have the certifications and will comply with all the standards and specifications detailed in the Call document.*

*Where applicable, explain whether certified equipment and implement standard operating procedures (SOP's) will be used.*

Quality requirements according to the Implementing Decision (EU) 2019/570 for the Aerial Forest firefighting capacities using helicopters.

Permission to provide forest firefighting within UCPM Member States will be ensured by helicopter provider as well as permission to provide other rescue operations as transport of personnel or material, evacuation of people during other types of emergencies such as floods or medevac.

#### Logistics

*Describe all the activities linked to the logistic needed for the asset to be operational.*

All logistic matters will be covered in contract on aerial forest firefighting service for the season 2025 which will be signed between Ministry of Environment and helicopter provider. Contract cover full preparedness of the helicopter and crew for response (standby costs, salaries of involved staff, maintenance, service, training of crew and on-board operators, fuel, insurance).

Contracted amount of service covers standby costs for 3 months (from 15 June to 15 September 2025) according to the Framework agreement from which **duration of UCPM availability will be as of 15 June for 2 months and a half (15 June-31 August).**

#### Insurance

*Describe the insurance, if any, needed during the development of the capacity.*

*Provide all the information regarding insurances covering the capacities (including for personnel). Please mention any potential restriction of deployment of the capacity related to insurance issues.*

No need for further insurance of the capacity related to potential deployment. Insurance is covered by contract.

]

#### [OPTION for Adaptation and Stockpile maintenance after deployment:

#### Description of the existing capacity and upgrade/repairs needed

##### Current state of the capacity

*Describe the current state of the capacity/asset concerned by the works. Provide information on the composition of the capacity. Specify which aspects of the applicable quality requirements are already fulfilled.*

*Indicate the initial date of entry into service of the capacity concerned by the works, its lifespan, its expected remaining lifespan after works.*

*For items to be reintegrated in a stockpile after a deployment: indicate the items concerned, the date of deployment and receiving country*

Currently there is no capacity in the Czech Republic which could fulfil requirements set by Implementing Decision (EU) 2019/570 for the Aerial forest firefighting capacity using helicopters. Ministry of the Interior – Directorate General of Fire Rescue Service of the Czech Republic in cooperation with Ministry of Environment organized in 2024 public call for provider of aerial forest firefighting capacities for the period 2024 to 2027 according to the requirements set by the Implementing Decision (EU) 2019/570.

Framework agreement was signed with Heli company, s.r.o which is private operator of helicopter BlackHawk UH60A with capacity of water bucket 3410 l. For the summer season 2025 will be signed contract according to above mentioned Framework agreement with Heli company, s.r.o. again.

Initial date of entry into service of the capacity:

15 June 2025

Capacity lifespan / shelf expiry date:

31 August 2025

Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]  
EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

Capacity expected remaining lifespan / shelf expiry date after works:	
<b>Type of adaptation required</b> <i>(n/a for Stockpile maintenance after deployment)</i> Specify whether the capacity needs upgrading or repairs.	
<input type="checkbox"/> Upgrade	<input type="checkbox"/> Repair
<b>Need analysis - Works required</b> Describe the works needed for the capacity to be upgraded to a state of readiness and availability that makes it: <ul style="list-style-type: none"> <li>— deployable as part of the ECPP <i>(for Adaptation)</i></li> <li>— deployable again as part of the rescEU stockpile <i>(for Stockpile maintenance after deployment)</i></li> </ul> List and describe briefly all the activities identified and needed to reach the expected results. Clearly explain the need to upgrade/repair the capacity.	
There is no need for upgrade/repair the capacity, capacity will be contracted according to the requirements set by the Implementing Decision (EU) 2019/570 for the Aerial Forest firefighting capacities using helicopters.	

### 1.3 European added value

<b>EU added value</b> Explain how the UCPM will benefit from this action. Demonstrate how the action will fill identified gaps and meet the goals in terms of available capacities. Explain how it will contribute to reduce geographic imbalances.
Expected result is commitment of contracted capacity for UCPM missions as rescEU capacity and its registration at CECIS <b>as of 15 June for 2 months and a half (15 June-31 August).</b>

#\$PRJ-OBJ-PO\$# #SREL-EVA-RE\$# #@QUA-LIT-QL@# #@CON-MET-CM@#

## 2. QUALITY

### 2.1 Concept and methodology

<b>Concept and methodology</b> Outline the approach and methodology behind the project. Explain why they are the most suitable for achieving the project's objectives. Describe briefly the activities identified and needed to reach the expected results. (More details will be provided in section 4.) In addition: <i>For rescEU Development:</i> Describe how you intend to develop the entire capacity: in-house building, buying, renting or leasing of equipment or services and the procedure to be put in place. Provide details for each part necessary to develop the capacity. <i>For Stockpile maintenance after deployment:</i> Explain who will do the works: in-house technicians, specialised contractors, manufacturer's technicians, etc. Confirm that in any case the works will be performed by qualified personnel and in line with instructions from the manufacturers.
Renting the capacity - conclusion of contract with helicopter provided according to the Framework agreement signed in 2024.  Contracting parties are Ministry of Environment and Heli Company, s.r.o.

<b>Management of the stockpile (if applicable)</b>
--



Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]  
EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

*Describe the maintenance modalities of the stockpile throughout the duration of the action, and in particular:*

- policies, strategies, and procedures to face low offer of items (e.g. medical countermeasures and personal protective equipment), and to ensure the availability of supplies
- measures to manage the stocks and avoid expiration of the products (e.g. a first in, first out system; use of perishable products by hospitals or other health care institutions, potential integration into a national stockpile, etc.)
- any limitations and/or constraints (e.g. technical, operational, human resources, geographical) identified with regard to the management of the stocks.

Not applicable

#### **Regular maintenance of the capacity** (n/a for Adaptation and Stockpile maintenance after deployment)

*Provide a detailed work plan with all the maintenance activities that need to be put in place to ensure the availability and deployability as well as information related to repair in case of damage.*

*For each type of items, describe the regular maintenance checks and works necessary to keep the items ready for deployment throughout the duration of the action. Specify their periodicity.*

*Confirm that they will be performed by qualified personnel and in line with instructions from the manufacturers.*

*The work plan should at least cover the duration of the grant.*

Not applicable.

Regular maintenance of the capacity will be covered by contract with helicopter provider and is included in stand-by costs.

#§CON-MET-CM§# #@CON-SOR-CS@#

## **2.2 Consortium set-up**

#### **Description of the applicant(s), division of roles within the consortium (if applicable)**

*Describe the participant(s) (Beneficiaries, Affiliated Entities and Associated Partners, if any). For each of them, describe its role in the field relevant to the project (e.g. management of the forest fire fighting in general and of aerial forest firefighting means in particular, management of medical emergencies like pandemics, etc).*

*Explain how the participants will work together to implement the project. How will they bring together the necessary expertise? How will they complement each other?*

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

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

Beneficiary: Ministry of Interior -Directorate General of Fire Rescue Service of the Czech Republic – project coordinator

Associated Partner: Czech Ministry of Environment

#### **Consortium management and decision-making mechanisms (if applicable)**

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

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

Coordinator of the project will be the Ministry of the Interior – Directorate General of the Fire Rescue Service of the Czech Republic. It has the main coordination role during emergencies such as forest fires.

Associated partner in the project will be the Czech Ministry of Environment which has legal responsibility for forest fire preparedness in the Czech Republic within their competency in national Parks and will be contracting party of AFFF service with Heli Company, s.r.o. according to the Framework Agreement.

There will be signed annual agreement of cooperation between Ministry of the Interior – Directorate General of the Fire Rescue Service of the Czech Republic and Czech Ministry of Environment which set roles and responsibilities of these two ministries during summer season 2025 and aerial forest firefighting. Similar agreement was already in place in 2024.

## 2.3 Existing capacities — Previous experience

### Existing competence and capacities within the applicant / consortium of applicants

*Describe relevant competences of each consortium member in the project to demonstrate your capacity to implement the action effectively.*

*Provide all information necessary to assess that the availability of the capacity is ensured.*

*For example,*

- provide information on resources in terms of skilled personnel, authorisations, materials, equipment, etc, to implement the project,
- provide an overview of your overall existing fleet, type of capacity, number, crew...

Czech Police Aviation Department has capacity of two helicopters with capacity of 900 litres of water bucket for aerial forest firefighting in the Czech Republic and for international deployment.

No other existing capacity in the field of forest firefighting using helicopters or airplanes for international deployment.

### Previous experience

*Describe previous experience to demonstrate your capacity to implement the action effectively.*

*For example:*

- provide a list of previous international deployments of the capacity, if any, over the past 10 years.

There was one activation of helicopter to mission in Greece from 23 August to 2 September 2023. ERCC activated rescEU AFFFH module on 21 August 2023 due to the serious forest fires in Greece. One helicopter BlackHawk UH60A with 3000 litres water bucket and 6 personnel on board (2 pilots, 2 technicians and 2 fire-fighters) were deployed. Duration of the mission was from 23 August to 2 September 2023.

During the mission was operated 38 hours and 49 drops. The module was deployed in central Greece in Alexandroupolis – Feres and in Distomo (northwest from Athens).

On July 2023 was discussed with ERCC possibility of activation of this AFFFH capacity on different kind of operation during floods in Slovenia. Another kind of operation then Aerial Forest Firefighting was not area covered by the agreement with Ministry of Environment and provider doesn't dispose permission to carry out such a kind of operation in Slovenia (such as transport of personnel and material) but it was agreed with helicopter provider that this AFFFH module will be able to do such an operation in emergency situation. However, CZ AFFFH module was not activated for flood mission in Slovenia in July 2023.

In 2024 were carried out two international deployments of AFFFH capacity:

1. **Mission to Bulgaria** from 17 to 24 July 2024. One helicopter BlackHawk UH 60A with 3410 l bambi bucket was deployed to Central and Souther part of Bulgaria because of wildfires. Helicopter was transferred to Plovdiv airport and its deployment

on-site was coordinated with Bulgarian authorities. Places of deployment was following :

- Beklemento
- Strandzha
- Bezmer, Kraynovo

Total flight hours : 46 hours and 20 minutes.

Total water drops : 166

1. **Mission to North Macedonia** from 31 July to 5 August 2024. One helicopter BlackHawk UH 60a with 3410 l bambi bucket was deployed to North Macedonia because of wildfires. Helicopter was transferred to Skopje airport and its deployment on-site was coordinated with Macedonian authorities. Places of deployments were following :

- Probištip,
- Barbarevo,
- Dolno Gjurganci.

Total flight hours : 34 hours and 20 minutes

Total water drops : 104

#\$CON-SOR-CS\$# #@\$PRJ-MGT-PM@\$#

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

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

*Describe the measures planned to ensure that the project implementation is of high quality and completed in time.*

*Describe the methods to ensure good quality, monitoring, planning and control.*

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

The project will be managed by coordinator – Ministry of the Interior-Fire Rescue Service of the Czech Republic.

Regular meetings with representatives of Czech Ministry of Environment will be organized to ensure preparedness for summer season and run of the contract with helicopter provider.

Contract on service of aerial forest fire-fighting capacities using helicopter with private company will be signed by Ministry of Environment and Heli company, s.r.o.

Grant documentation regarding this grant will be coordinated between the Czech Ministry of Environment and Ministry of the Interior – Directorate General of the Fire Rescue Service of the Czech Republic.


#\$PRJ-MGT-PM\$# #@\$FIN-MGT-FM@\$#

## 2.5 Cost effectiveness and financial management

### Cost effectiveness and financial management

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

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

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

The project will be managed by coordinator – Ministry of the Interior-Fire Rescue Service of the Czech Republic which ensure financial management of the project

Public call for subcontracting of service was already carried out in 2024 according to the Czech Law on public procurement to avoid any price increase for upcoming 4 years.

#§FIN-MGT-FM§# #@RSK-MGT-RM@#

## 2.6 Risk management

### Critical risks and risk management strategy

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

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

**Note:** Uncertainties and unexpected events occur in all organisations, even if very well-run. The risk analysis will help you to predict issues that could delay or hinder project activities. A good risk management strategy is essential for good project management.

Risk No	Description	Work package No	Proposed risk-mitigation measures
1.	<b>Financial risk – insufficient finances for national co-financing</b>	1.	<b>Agreement between Mol – DG FRS CZ and Ministry of Environment</b>

### Ownership of the capacity

Specify whether the capacity is owned by one of the participants (i.e. beneficiaries, affiliated entities or associated partners).

If it is not, explain how the capacity has been secured or is in the process of being secured. In particular, where the capacity is not directly owned by the project beneficiary, please describe the working relationship between beneficiary and capacity owner.

Explain how the ownership situation may affect or not the project implementation and the sustainability of the results.

The capacity is owned by the private company, provider of the capacity. The capacity will be contracted according to the Framework agreement signed in 2024.

#§RSK-MGT-RM§# #§QUA-LIT-QL§# #@IMP-ACT-IA@#

## 3. IMPACT

### 3.1 Deployability

#### Deployability

#### Geographical coverage

Indicate the location of the capacity (aerial base, warehouse, etc.)

Capacity will be based in the Czech Republic – Airport Mělník

GPS: 50°20'35.999"N, 14°26'26.000"E

**Standard Operational Procedures (SOPs)** (n/a for Adaptation)

*Describe all the internal rules set for international deployment and show how the capacity will fulfil the different types of deployment described in the Call document in a timely manner.*

*Where relevant, describe the available modes of transportation in close proximity to the warehouses.*

*Describe any limitations and/or constraints (e.g. technical, operational, human resources, geographical) identified with regard to international deployments. Describe the associated mitigating measures.*

Responsibility for international deployment of any rescue capacity is given by the Law No. 239/2000 on Integrated Rescue System and other legislative changes, in the later version. This responsibility is given to the Czech Ministry of Interior – General Directorate of the Fire and Rescue Service of the Czech Republic. For this reason there is located National operations and information centre ("NOPIS") which is national point of contact for any other international organizations in the field of rescue operations, for other ministries and central authorities of the Czech Republic. If there is any request for deployment of any rescue capacities abroad, e.g. from ERCC, it is always communicated via NOPIS. If there would be request for deployment of helicopter due to the ongoing rescue operations abroad this request is always communicated via NOPIS and the decision is made by Minister of Interior or in some cases by General Director of the Fire Rescue Service of the Czech Republic.

#### **National decision-making process for ensuring availability and readiness of the capacity** *(n/a for Adaptation)*

*Outline the national decision-making process for ensuring availability and readiness of rescEU capacities for operations under the UCPM within the timeframe provided for in the relevant quality requirements.*

*Explain which internal and national procedures are in place to ensure that the capacity is ready to be deployed in accordance with the quality requirements. Please be as specific as possible.*

The main coordination role during forest fires plays Fire Rescue Service of the Czech Republic. Capacities for aerial forest firefighting are alerted by the National Operations and Information Centre ("NOPIS") of the Ministry of the Interior – Directorate General of the Fire Rescue Service of the Czech Republic according to the request from incident commander on-site (through particular Regional Operations and Information Centre) and in case of international deployment by ERCC, neighbouring country or other way. NOPIS alert directly provider for the particular deployment.

#### **Technical constraints and limitations**

*Have you identified any limitations and/or constraints (e.g. technical, operational (human resources), geographical) for international deployments of the capacities? If yes, describe them and describe the associated mitigating measures.*

According to experience from 2023 there might be technical limitation in range of providing assistance. Provider is obliged to ensure permission for aerial firefighting operations and rescue operations within UCPM member states but there might increase situation that helicopter provider will not dispose some specific permission in particular country (except for aerial firefighting). Deployment of helicopters for other purposes then AFFF should be discussed with NOPIS and with helicopter provider.

#### **Limitations on deployment of own personnel** *(n/a for Adaptation and Stockpile maintenance after deployment)*

*Describe the reasons, if any, for which the Member States might refuse to deploy their own personnel.*

No limitations.

### 3.2 Interoperability

#### Interoperability (n/a for Adaptation and Stockpile maintenance after deployment)

*Describe your working method for international deployment.*

*Describe safety practices for the efficient cooperation with ground forces and/or other aerial assets (e.g., type of communication, liaison officer, briefing, use of existing EU SOPs developed by the Commission and the Member States, etc), if applicable.*

*List other standards or international protocols if applicable.*

When the helicopter will be deployed abroad there will be English speaking and UCPM trained liaison officer from the Fire Rescue Service of the Czech Republic as part of helicopter crew. Pilot will be also English speaking.

The Czech Republic participated in workshop on Aerial Forest Firefighting interoperability, SOPs and HNS in France in December 2024. There were two participants: one pilot from the Aerial Service of the Police of the Czech Republic and one coordinator of aerial forest firefighting which has experience from coordination of aerial forest fire-fighting capacities during the forest fire in National Park České Švýcarsko in 2022 and forest fires in Greece in 2021 and 2023.

Helicopter crew from provider will be EU citizens with permission for aerial operations within UCPM countries so they will not need visas in case to be deployed all around EU.

### 3.3 Environmental impact

#### Environmental impact

*Explain how you will integrate the concept of [European Green Deal](#) in the development of the capacity. This could include, among others, measures such as choosing materials with a lower carbon footprint, new technologies to recycle consumables, ...*

Reinforcing the system of aerial forest fire-fighting would defend forests and especially very sensitive environment in National Parks from large-scale and ravages forest fires. Aerial forest fire-fighting capacities are the most effective way of fire-fighting in hardly accessible areas. Ground forest fire-fighting capacities such as heavy vehicles would not be needed in such amount.

#\$IMP-ACT-IA\$# #@\$COM-DIS-VIS-CDV@#

### 3.4 Communication, dissemination and visibility

#### Communication, dissemination and visibility of funding

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

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

**Note:** Please note that under the Grant Agreements, you will be required to display the EU flag together with a specific funding statement on all your publications, posters, programmes and other products realised under the grant.

Please note that the EU flag will also have to be visible on the capacity when deployed under rescEU initiative.

EU stickers on helicopters referring to EU financial contribution will be arranged by helicopter provider

We would like to promote involvement and financial contribution of EC in overall public relations – press releases in official website, official social media of Ministry of Interior and General Directorate of the Fire Rescue Service of the Czech Republic. Public relations strategy will be created describing the way of appropriate presentation of the system of aerial forest firefighting capacities (rescEU) and EC participation.

#\$COM-DIS-VIS-CDV\$#

Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]

EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

#@WRK-PLA-WP@#

## 4. WORKPLAN, WORK PACKAGES, ACTIVITIES, RESOURCES AND TIMING

### 4.1 Work plan

#### Work plan

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

The project will be coordinated by the Ministry of Interior – Directorate General of the Fire Rescue Service of the Czech Republic and all project will be managed here.

Ministry of Environment as associated partner will conclude contract with provider of aerial forest firefighting capacity – Heli Company, s.r.o. according to the Framework agreement from 2024.

Deployment phase as rescEU capacity starts **as of 15 June for 2 months and a half (15 June-31 August)**.

Evaluation phase and final financial arrangements will be done during October 2025.

### 4.2 Work packages, activities, resources and timing

#### WORK PACKAGES

#### Work packages

*This section concerns a detailed description of the project activities.*

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

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

*For very simple projects, it is possible to use a single work package for the entire project (WP1 with the project acronym as WP name).*

 *Enter each activity/milestone/output/outcome/deliverable only once (under one work package).*

 *Ensure consistence with the detailed budget table (if applicable).*



## Objectives

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

## Activities and division of work (WP description)

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

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

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

### Note:

In-kind contributions: In-kind contributions for free are cost-neutral, i.e. cannot be declared as cost. Please indicate the in-kind contributions that are provided in the context of the work package.

The Coordinator remains fully responsible for the coordination tasks, even if they are delegated to someone else. Coordinator tasks cannot be subcontracted.

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

## Milestones and deliverables (outputs/outcomes)

**Milestones** are control points in the project that help to chart progress (e.g. completion of a key deliverable allowing the next phase of the work to begin). Use them only for major outputs in complex projects, otherwise leave the section empty. Please limit the number of milestones by work package.

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

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

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

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

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

The labels used mean:

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

Sensitive — limited under the conditions of the Grant Agreement

EU classified — RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision [2015/444](#). For items classified under other rules (e.g. national or international organisation), please select the equivalent EU classification level.



Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]

EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

## Work Package 1

Work Package 1: [Czech republic – rescEU Transition Forest Firefighting Capacity using helicopter in 2025 - 1]					
Duration:		01/2025 – 10/2025	Lead Beneficiary:		Ministry of Interior – Directorate General of the Fire and Rescue Service of the Czech Republic
Objectives					
<ul style="list-style-type: none"> <li>▪ Increase capacities for aerial forest firefighting in the Czech Republic and within Union Civil Protection Mechanism.</li> <li>▪ Contribute in strengthening response capacities for aerial forest firefighting at Union level.</li> </ul>					
Activities and division of work (WP description)					
Task No (continuous numbering linked to WP)	Task Name	Description	Participants		In-kind Contributions and Subcontracting (Yes/No and which)
			Name	Role (COO, BEN, AE, AP, OTHER)	
T1.1	Contracting the provider of aerial forest firefighting capacity	Conclusion of the contract for summer season 2025 with the provider of aerial forest firefighting capacity according to the Framework agreement concluded in 2024	Ministry of Interior – Directorate General of the Fire and Rescue Service of the Czech Republic	COO	No
			Czech Ministry of Environment	AP	
T1.2	Workshop on Aerial Forest Firefighting interoperability, Standard Operating Procedures and Host Nation Support, in Nimes (France), 17 to 21 February 2025	Participation of the Czech fire-officer (ground coordinator of aerial forest fire-fighting capacities)	Ministry of Interior – Directorate General of the Fire and Rescue Service of the Czech Republic	COO	No

Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]

EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

T1.3	Table-top exercise	Participation at the table-top exercise organized by the Commission	Ministry of Interior – Directorate General of the Fire and Rescue Service of the Czech Republic	COO	No
T1.4	Joint practical training of pilots of contracted helicopters and fire-fighters	Communication and deployment procedures, SOPs,	Ministry of Interior – Directorate General of the Fire and Rescue Service of the Czech Republic	COO	NO
T1.5	Register AFFH module in CECIS	Factsheet of AFFH module	Ministry of Interior – Directorate General of the Fire and Rescue Service of the Czech Republic	COO	NO
T1.6	Deployment – standby phase	In case of request for assistance deployment of contracted capacities as rescEU	Ministry of Interior – Directorate General of the Fire and Rescue Service of the Czech Republic	COO	Subcontracting
			Czech Ministry of Environment	AP	
T1.7	Evaluation phase and final financial arrangements	Final reporting and financial arrangements	Ministry of Interior – Directorate General of the Fire and Rescue Service of the Czech Republic	COO	No
			Czech Ministry of Environment	AP	

Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]

EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

Milestones and deliverables (outputs/outcomes)							
Milestone No (continuous numbering not linked to WP)	Milestone Name	Work Package No	Lead Beneficiary	Description		Due Date (month number)	Means of Verification
MS1	Contract with provider of service	1	Ministry of Interior – Directorate General of the Fire and Rescue Service of the Czech Republic	Contract with provider of aerial forest firefighting capacity – helicopters with water bucket with capacity 3410 l		06/2025	Factsheet AFFFFH
Deliverable No (continuous numbering linked to WP)	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month number)	Description (including format and language)
D1.1	Factsheet AFFFFH	1	Ministry of Interior – Directorate General of the Fire and Rescue Service of the Czech Republic	[R — Document, report]	SEN	06/2025	Registration of Transition rescEU capacity in CECIS
D1.2	Pictures of the aircraft with EU flag	1	Ministry of Interior – Directorate General of the Fire and Rescue Service of the Czech Republic	[R — Document, report]	SEN	07/2024	Photo

### Estimated budget — Resources

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

## Work Package 2

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

## Subcontracting

### Subcontracting

Give details on subcontracted project tasks (if any) and explain the reasons why (as opposed to direct implementation by the Beneficiaries/Affiliated Entities).

Subcontracting — Subcontracting means the implementation of ‘action tasks’, i.e. specific tasks which are part of the EU grant and are described in Annex 1 of the Grant Agreement.

**Note:** Subcontracting concerns the outsourcing of a part of the project to a party outside the consortium. It is not simply about purchasing goods or services. We normally expect that the participants have sufficient operational capacity to implement the project activities themselves. Subcontracting should therefore be exceptional.

Include only subcontracts that comply with the rules (i.e. best value for money and no conflict of interest; no subcontracting of coordinator tasks).

Work Package No	Subcontract No (continuous numbering linked to WP)	Subcontract Name (subcontracted action tasks)	Description (including task number and BEN/AE to which it is linked)	Estimated Costs (EUR)	Justification (why is subcontracting necessary?)	Best-Value-for-Money (how do you intend to ensure it?)
WP 1	S1.1	Heli company, s.r.o.	Contract with provider of AFFFFH T 1.1, BEN and AP	850 000 EUR	Lack in capacities in the Czech Republic for aerial forest firefighting	Contract will be based on Framework agreement concluded at 2024

Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]

EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

<p>Other issues:</p> <p><i>If subcontracting for the project goes beyond 30% of the total eligible costs, give specific reasons.</i></p>	<p>Estimated costs without VAT for the eligible period <b>as of 15 June for 2 months and a half (15 June-31 August).</b></p>
--	--

## Equipment

Equipment with full-cost option				
For calls where full-capitalised costs are exceptionally eligible for listed equipment (see Call document), indicate below the equipment items for which you request the full-cost option, and justify your request. Ensure consistency with the detailed budget table, if any.				
Equipment Name	Description (including WP, task number and BEN/AE to which it is linked)	Estimated Costs (EUR)	Justification (why is reimbursement at full-cost needed?)	Best-Value-for-Money (how do you intend to ensure it?)

## Timetable

Timetable (projects up to 2 years)																								
Fill in cells in beige to show the duration of activities. Repeat lines/columns as necessary. <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 – Project management																								

[illegible][illegible]

#§WRK-PLA-WP§#

Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]

EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]  
EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

#@ETH-ICS-EI@#

## 5. OTHER

### 5.1 Ethics

<b>Ethics</b>
Not applicable.

#§ETH-ICS-EI\$# #@SEC-URI-SU@#

### 5.2 Security

<b>Security (if applicable)</b> <i>If the Call document contains a section on security, describe security issues that may arise during the project implementation and the measures you intend to take to solve/avoid them.</i> <i>Indicate if there is need for EU classification of information (Decision <a href="#">2015/444</a>) or any other specific security measures.</i>
Not applicable

#§SEC-URI-SU\$# #@DEC-LAR-DL@#

## 6. DECLARATIONS

<b>Double funding</b>	
<b>Information concerning other EU grants for this project</b>  Please note that there is a strict prohibition of double funding from the EU budget (except under EU Synergies actions).	<b>YES/NO</b>
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. EU Regional Funds, EU Agricultural Funds, etc.). If NO, explain and provide details.	YES
We confirm that to our best knowledge neither the project as a whole nor any parts of it are (nor will be) submitted for any other EU grant (including EU funding managed by authorities in EU Member States or other funding bodies, e.g. EU Regional Funds, EU Agricultural Funds, etc.). If NO, explain and provide details.	YES

<b>Financial support to third parties (if applicable)</b>
Not applicable

#§DEC-LAR-DL\$#



Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]  
EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

## ANNEXES

### LIST OF ANNEXES

#### Standard

Detailed budget table (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) — *mandatory, if required in the Call document*

#### Special

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

Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]  
EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

## LIST OF PREVIOUS PROJECTS

<b>List of previous projects</b> <i>Please provide a list of your previous projects for the last 4 years.</i> <i>COO — Coordinator; BEN — Beneficiary; AE — Affiliated Entity</i>					
Participant	Project Reference No and Title, Funding programme	Period (start and end date)	Role (COO, BEN, AE, OTHER)	Amount (EUR)	Website (if any)
Ministry of Interior of CZ	Project number: 101122234  Project name: Czech Republic - rescEU Transition Forest Firefighting Capacities using helicopter  Project acronym: rescEU-AFFF-H-CZ 1  Call: UCPM-2023-rescEU-Transition-IBA	Start date 15 July 2023  End date 14 October 2023	COO	Total eligible costs EUR  1 390 000.00  Max. grant amount EUR  1 042 500.00	No
Ministry of Interior of CZ	Project number: 101122244  Project name: Czech Republic - rescEU Transition Forest Firefighting Capacities using helicopter - second proposal  Project acronym: rescEU-AFFF-H-CZ-2  Call: UCPM-2023-rescEU-Transition-IBA	Start date 15 July 2023  End date 14 October 2023	COO	Total eligible costs EUR  796 000.00  Max. grant amount EUR 597 000.00	No
Ministry of Interior of CZ	Project number: 101144068 Project name: Development of Czech rescEU Aerial Forest Firefighting capacity using medium lift helicopter - project A  Project acronym: rescEU-AFFF-H-CZ-A  Call: UCPM-2023-rescEU-AFFF-IBA	Start date 1 January 2024 End date 31 December 2027	COO	Total eligible costs EUR  36 033 000.00  Max. grant amount covers 100 %	No

Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]  
EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

Ministry of Interior of CZ	<p>Project number: 101140532</p> <p>Project name: Czech CBRN stockpile of detection, sampling, identification and monitoring countermeasures</p> <p>Project acronym: rescEU-MED-CBRN-CZ</p> <p>Call: UCPM-2023-rescEU-MED-CBRN-Stockpiles-IBA</p>	<p>Start date 1 January 2024</p> <p>End date 30 September 2026</p>	COO	<p>Total eligible costs EUR</p> <p>14 924 700.00</p> <p>Max. grant amount covers 100 %</p>	No
Ministry of Interior of CZ	<p>Project number: 101138539</p> <p>Project name: Upgrade of the Czech Advanced Medical Post to Emergency Medical Team type 1 (fixed)</p> <p>Project acronym: ECPP-T2-2023-CZ-EMT</p> <p>Call: UCPM-2023-ECPP-URC-IBA</p>	<p>Start date 1 January 2024</p> <p>End date 30 August 2025</p>	COO	<p>Total eligible costs EUR 717 756.00</p> <p>Max. grant amount EUR 538 317.00</p>	No
Ministry of Interior of CZ	<p>Project number: 101172918</p> <p>Project name: Czech Republic - rescEU Transition Forest Firefighting Capacities using helicopter - 1</p> <p>Project acronym: rescEU-AFFF-H-CZ 1</p> <p>Call: UCPM-2024-rescEU-Transition-IBA</p>	<p>Start date 15 June 2024</p> <p>End date 14 Sep. 2024</p>	COO	<p>Total eligible costs EUR</p> <p>2 006 000.00</p> <p>Max. grant amount EUR</p> <p>1 504 500.00</p>	No
Ministry of Interior of CZ	<p>Project number: 101172919</p> <p>Project name: Czech Republic - rescEU Transition Forest Firefighting Capacities using helicopter - 2</p> <p>Project acronym: rescEU-AFFF-H-CZ 2</p> <p>Call: UCPM-2024-rescEU-Transition-IBA</p>	<p>Start date 15 June 2024</p> <p>End date 14 Sep. 2024</p>	COO	<p>Total eligible costs EUR</p> <p>1 206 000.00</p> <p>Max. grant amount EUR</p> <p>904 500.00</p>	No

Call: [ UCPM-2025-rescEU-Transition-IBA] — [rescEU Transition Aerial Forest Firefighting Capacities – Forest fire season 2025]  
EU Grants: Application form (UCPM Capacities): V2.0 – 01.06.2022

HISTORY OF CHANGES		
VERSION	PUBLICATION DATE	CHANGE
1.0	23.02.2021	Initial version (new MFF).
2.0	01.06.2022	Consolidation, formatting and layout changes. Tags added.

**START (DETAILED BUDGET TABLE (AG) – PROPOSAL/GRANT PREPARATION)**

## PROJECT DATA

<b>Project number:</b>	<b>101234043</b>	
<b>Project acronym:</b>	<b>resc-EU-AFFF-H-CZ 2</b>	
<b>Participant short name:</b>	<b>MoI - DG FRS CR</b>	
<b>Participant PIC:</b>	<b>916714215</b>	

## WORK PACKAGES & TRAVELS

[illegible]

DETAILED BUDGET TABLE (ACTION GRANTS)									
Project number:	101234043	24.01.2025 14:37							
Project acronym:	resc-EU-AFFF-H-CZ 2								
Participant short name:	MoI - DG FRS CR								
Participant PIC:	916714215								
ATTENTION: This table should be filled out one per participant (beneficiary, affiliated entity)									
ATTENTION: This table may ONLY contain eligible costs (i.e. costs that comply with the eligibility rules of the grant agreement that is part of your call documents). At proposal stage and during grant preparation, it should contain <u>estimated</u> costs/income. Costs must be estimated in EUR.									
ATTENTION! List each budgeted cost item ONLY once in this table, for the main WP.									
ATTENTION! White cells mean that you are required to enter data. Blue cells are calculated automatically.									
ACTION GRANT BUDGET TABLE (PER PARTICIPANT)									
PROJECT COSTS									
A. Personnel costs									
! monthly rates allowed for budgeting because simpler to establish the approximate costs; cost reporting will have to be done according to MGA (usually daily rates)		Costs (actual or unit costs)				Also working for other work packages? YES/NO and which WP	Description of project role/activities/responsibilities		
		Type of rate (monthly/other)	Rate (amount)	Time (months/other of work on the action)				Total (EUR)	
			a	b				c = a * b	
WORK PACKAGE 1	SUBCONTRACTOR								
	A.1 Employees (or equivalent)								
	Select a staff category	monthly	0,00	0,00	0,00				
	Select a staff category	monthly	0,00	0,00	0,00				
	Other								
	[category 1]	monthly	0,00	0,00	0,00				
	[category 2]	monthly	0,00	0,00	0,00				
	Total employees (or equivalent)				0,00				
	A.2 + A.3 Natural persons under direct contract and seconded persons								
	Select a staff category	monthly	0,00	0,00	0,00				
	Select a staff category	monthly	0,00	0,00	0,00				
	Other								
	[category 1]	monthly	0,00	0,00	0,00				
	[category 2]	monthly	0,00	0,00	0,00				
	Total natural persons under direct contract and seconded persons				0,00				
	A.4 SME owners and natural person beneficiaries without salary								
	SME owners/natural person beneficiaries without salary	daily	0,00	0,00	0,00				
	Total SME owners and natural person beneficiaries without salary				0,00				
	Total personnel for this WP				0,00				

Total personnel (all WPs)					0,00				
B. Subcontracting costs									
		Costs (actual costs)				Also used for other work packages? YES/NO and which WP		Description of subcontracted project tasks/activities	
WORK PACKAGE 1	SUBCONTRACTOR								
	Heli company s.r.o.	850 000,00				NO	Private provider of aerial forest firefighting capacity - according to Framework agreement signed in 2024 between MoI - DG FRS CR and Heli company, s.r.o.		
	2 [Subcontract short name]	0,00							
	Total subcontracting for this WP		850 000,00						
Total subcontracting (all WPs)					850 000,00				
C. Purchase costs									
C.1 Travel and subsistence									
		Costs (actual costs)	Costs (unit cost)				Also part of other work packages? YES/NO and which WP	Description (e.g. international/not international; place of activity/destination; number of days; number of persons (speakers, personnel and participants whose costs are covered); transport means; average price per person; subsistence costs/daily allowances)	
			Amount per unit	Number of units	Total ( EUR)				
WORK PACKAGE 1	SUBCONTRACTOR								
	1 [Travel short name]								
	Speakers								
	Travel costs	0,00	0,00	0,00	0,00				
	Accommodation costs	0,00	0,00	0,00	0,00				
	Subsistence costs	0,00	0,00	0,00	0,00				
	Personnel								
	Travel costs	0,00	0,00	0,00	0,00				
	Accommodation costs	0,00	0,00	0,00	0,00				
	Subsistence costs	0,00	0,00	0,00	0,00				
	Participants								
	Travel costs	0,00	0,00	0,00	0,00				
	Accommodation costs	0,00	0,00	0,00	0,00				
	Subsistence costs	0,00	0,00	0,00	0,00				
	Total travel costs for this travel	0,00							
	Total accommodation costs for this travel	0,00							
	Total subsistence costs for this travel	0,00							
	Total travel	0,00							
	Total travel costs for this WP	0,00							
	Total accommodation costs for this WP	0,00							
	Total subsistence costs for this WP	0,00							
	Total travel for this WP	0,00							
	Total travel costs (all WPs)					0,00			
	Total accommodation (all WPs)					0,00			

Total subsistence (all WPs)					0,00			
Total travel and subsistence (all WPs)					0,00			
C.2 Equipment								
WORK PACKAGE 1	SUBCONTRACTOR							
	C.2.1 Purchase (depreciation/full cost)							
		Costs (actual costs)				Also part of other work packages? YES/NO and which WP	Description of tasks/activities for which the equipment is needed	
		Price	Depreciation method (e.g. 36 month or 60 month)	Number of months allocated to the action	Rate of use for the action (100% or less if used also for other purposes)			Total (EUR)
		a	b	c	d			e =(c/b *d) * a
	1 [Equipment short name]	0,00	0	0,00	0%	0,00		
	2 [Equipment short name]	0,00	0	0,00	0%	0,00		
	3 [Equipment short name]	0,00	ATTENTION! Can be used only if full cost option in the grant agreement			0,00		
	Total depreciation					0,00		
	C.2.2 Rental and leasing (rate of use/full cost)							
		Costs (actual costs)				Also part of other work packages? YES/NO and which WP	Description of tasks/activities for which the equipment is needed	
		Monthly rent/fee	Number of months of use for the action		Rate of use for the action (100% or less if used also for other purposes)			Total (EUR)
		a	b		c			d= a*b*c
	1 [Equipment short name]	0,00	0,00		0%	0,00		
	2 [Equipment short name]	0,00	0,00		0%	0,00		
	3 [Equipment short name]	0,00	ATTENTION! Can be used only if full cost option in the grant agreement			0,00		
	Total rental and leasing					0,00		
	Total equipment for this WP					0,00		
Total equipment (all WPs)					0,00			
C.3 Other goods, works and services								
WORK PACKAGE 1	SUBCONTRACTOR							
		Costs (actual costs)				Also part of other work packages? YES/NO and which WP	Description of tasks/activities for which the goods/services are needed; types of goods services needed; how much	
	Consumables	0,00						
	Conferences, seminars, workshops, trainings & events	0,00						
	Information & publications	0,00						
	Other expenses							
	1 IPR costs	0,00						
	2 Bank fees (pre-financing guarantee)	0,00						
	3 Audit fees (CFS)	5 000,00						
	4 Project evaluation	0,00						
	[5 short name other]	0,00						
	[6 short name other]	0,00						
Total goods, works and services for this WP		5 000,00						
Total goods, works and services (all WPs)		5 000,00						
Total purchase costs (all WPs)				5 000,00				



D. Other cost categories(N/A)				
Total other cost categories (all WPs)			0,00	
E. Indirect costs				
		Costs (flat-rate)		
ALL WORK PACKAGES	Total estimated direct costs (on which indirect cost flat-rate is based, see GA eligibility article)	855 000,00	ATTENTION! Check that the rate is in line with the call conditions. Put 0% if you receive an EU Operating Grant and are not eligible to charge indirect costs”	
	Flat-rate (%)	0%		
	Total indirect costs	0,00		
Total indirect costs		0,00		
TOTAL COSTS PARTICIPANT			855 000,00	

PROJECT INCOME				
EU CONTRIBUTION (GRANT)				
		Amount (EUR)		
	Total costs	855 000,00	ATTENTION! Enter funding rate from the call conditions.	
	Single Funding rate (%)	75%		
	Maximum EU contribution	641 250,00		
	Requested EU contribution	641 250,00	ATTENTION ! In order to avoid rounding issues, please request 1 cent less than the maximum EU contribution.	
EU CONTRIBUTION		641 250,00		
REVENUES AND CONTRIBUTIONS BY THIRD PARTIES				
Revenues				
Income generated by the action				
		Amount (EUR)	Description of the income (type of generated income and number of users, etc)	
ALL WORK PACKAGES	Estimated income generated by the action	0,00		
	Total income generated by the action	0,00		
Revenues		0,00		
In-kind contributions by third parties				
In-kind contributions by third parties				
		Amount (EUR)	Description of the contribution (type of contribution, donor, purpose etc)	
ALL WORK PACKAGES	Estimated in-kind contributions by third parties	0,00		
	Total in-kind contributions	0,00		
In-kind contributions		0,00		

Financial contributions by third parties

Financial contributions by third parties

		Amount (EUR)	Description of the contribution (type of contribution, donor, purpose, etc)	
ALL WORK PACKAGES	Estimated financial contributions by third parties	0,00		
	Total financial contributions	0,00		
Financial contributions		0,00		
TOTAL REVENUES AND CONTRIBUTIONS BY THIRD PARTIES		0,00		
OWN RESOURCES				
		Amount (EUR)		
	Own resources	213 750,00		
OWN RESOURCES		213 750,00		
TOTAL INCOME PARTICIPANT		855 000,00		

DETAILED BUDGET TABLE (ACTION GRANTS)

Project number:	101234043
Project acronym:	resc-EU-AFFF-H-CZ 2
Participant short name:	MoI - DG FRS CR
Participant PIC:	916714215

CONSOLIDATED COSTS PER WORK PACKAGE (PER PARTICIPANT)												
COSTS PER WORK PACKAGE												
	A.1 Employees A.2 + A.3 Natural persons under direct contract and seconded persons  a1 - a2	A.4 SME owners  a3	B. Subcontracting costs  b	C. Purchase costs						D. Other cost categories	E. Indirect costs  e = flat-rate * (a1 + a2 + a3 + a5 + b [+ c1] + [c1a + c1b + c1c] + c2 + c3 + d1 + d2 + d3 + d4 + d5 + d6)	Total
				C.1 Travel and subsistence  c1	C.1 Travel  c1a	C.1 Accommodation  c1b	C.1 Subsistence  c1c	C.2 Equipment  c2	C.3 Other goods, work and services  c3	D.1 Financial support to third parties  d1  (N/A)		
WP1 SUBCONTRACTOR	0,00	0,00	850 000,00	0,00	0,00	0,00	0,00	0,00	5 000,00	N/A		855 000,00
TOTAL COSTS PARTICIPANT	0,00	0,00	850 000,00	0,00	0,00	0,00	0,00	0,00	5 000,00	0,00	0,00	855 000,00

### DETAILED BUDGET TABLE (ACTION GRANTS)

<b>Project number:</b>	<b>101234043</b>
<b>Project acronym:</b>	<b>resc-EU-AFFF-H-CZ 2</b>

**ATTENTION! Delete columns that do not apply for your grant.**

[illegible]

ANNEX 2

ESTIMATED BUDGET FOR THE ACTION

	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		C.1 Travel and subsistence							C.2 Equipment	C.3 Other goods, works and services		D.1 Civil protection intervention unit costs	E. Indirect costs	
	A.2 Natural persons under direct contract			Travel	Accommodation	Subsistence											
A.3 Seconded persons																	
Forms of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs <sup>7</sup>	Unit costs <sup>7</sup>	Actual costs	Unit <sup>7</sup> or actual costs	Unit <sup>7</sup> or actual costs	Unit <sup>7</sup> or actual costs	Actual costs	Actual costs	Unit costs (usual accounting practices)	Flat-rate costs <sup>8</sup>					
	a1	a2	a3	a4	b	c1a	c1b	c1c	c2	c3	d1	e = flat-rate * (a1+a2+a3+b+c1a+c1b+c1c+c2+c3+d1)	f = a+b+c+d+e	U	g = f * U%	h	m
1 - MoI GD FRS CR	0.00	0.00	0.00	0.00	850 000.00	0.00	0.00	0.00	0.00	5 000.00	0.00	0.00	855 000.00	75	641 250.00	641 250.00	641 250.00
2 - MEnv																	
Total consortium	0.00	0.00	0.00	0.00	850 000.00	0.00	0.00	0.00	0.00	5 000.00	0.00	0.00	855 000.00		641 250.00	641 250.00	641 250.00

<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**


See [\*Additional information on unit costs and contributions \(Annex 2a and 2b\)\*](#)

#### **Volunteers**

See [\*Additional information on unit costs and contributions \(Annex 2a and 2b\)\*](#)

#### **Travel and subsistence**

See [\*Additional information on unit costs and contributions \(Annex 2a and 2b\)\*](#)

 UCPM Emergency Response Actions are allowed to use actual costs for all travel and subsistence incurred in the context of the action.

ANNEX 4 UCPM 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>				
	Direct costs										Indirect costs	Total costs	EU contribution to eligible costs			Total requested EU contribution	
	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			
	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 Civil protection intervention unit costs		E. Indirect costs				
	A.2 Natural persons under direct contract					Travel	Accommodation	Subsistence									
A.3 Seconded persons																	
Forms of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs <sup>5</sup>	Unit costs <sup>5</sup>	Actual costs	Unit <sup>5</sup> or actual costs	Unit <sup>5</sup> or actual costs	Unit <sup>5</sup> or actual costs	Actual costs	Actual costs	Unit costs (usual accounting practices)	Flat-rate costs <sup>6</sup>					
	a1	a2	a3	a4	b	c1a	c1b	c1c	c2	c3	d1	e = flat-rate * (a1 + a2 + a3 + b + c1a + c1b + c1c + c2 + c3 + d1)	f = a+b+c+d+e	U	g = f*U%	h	m
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).

❶ 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>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> 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>3</sup> See Data Sheet for the reimbursement rate(s).

<sup>4</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>5</sup> See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

<sup>6</sup> See Data Sheet for the flat-rate.

## **ANNEX 5**

### **SPECIFIC RULES**

#### **CONFIDENTIALITY AND SECURITY (— ARTICLE 13)**

##### **Sensitive information with security recommendation**

Sensitive information with a security recommendation must comply with the additional requirements imposed by the granting authority.

Before starting the action tasks concerned, the beneficiaries must have obtained all approvals or other mandatory documents needed for implementing the task. The documents must be kept on file and be submitted upon request by the coordinator to the granting authority. If they are not in English, they must be submitted together with an English summary.

For requirements restricting disclosure or dissemination, the information must be handled in accordance with the recommendation and may be disclosed or disseminated only after written approval from the granting authority.

##### **EU classified information**

If EU classified information is used or generated by the action, it must be treated in accordance with the security classification guide (SCG) and security aspect letter (SAL) set out in Annex 1 and Decision 2015/444<sup>1</sup> and its implementing rules — until it is declassified.

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

Action tasks involving EU classified information may be subcontracted only with prior explicit written approval from the granting authority and only to entities established in an EU Member State or in a non-EU country with a security of information agreement with the EU (or an administrative arrangement with the Commission).

EU 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.

#### **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)**

### **Additional communication and dissemination activities**

Where imposed by the call conditions, the beneficiaries must engage in the following additional communication and dissemination activities:

- **present the project** (including project summary, coordinator contact details, list of participants, European flag and funding statement and project results) on the beneficiaries’ **websites** or **social media accounts**
- upload the public **project results** to the UCPM Project Results platform, available through the Funding & Tenders Portal.

## **Limited communication and visibility to protect persons involved**

Where the communication, dissemination or visibility obligations set out in Article 17 or this Annex would harm the safety of persons involved in the action, the beneficiaries may submit appropriate alternative arrangements to the granting authority for approval.

## **Visibility in field operations outside the EU**

For field operations outside the EU, the beneficiaries must display the European flag and the following funding statement on signboards, office buildings, goods, equipment, clothing items, etc. worn by project staff:



Funded by  
European Union  
Civil Protection



Co-funded by  
European Union  
Civil Protection

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

### **Zero tolerance**

The beneficiaries must ensure zero tolerance in relation to all wrongful conduct that has an impact on their professional credibility, in particular physical abuse or punishment, threats of physical abuse, sexual abuse or exploitation, harassment or verbal abuse, as well as any other forms of intimidation.

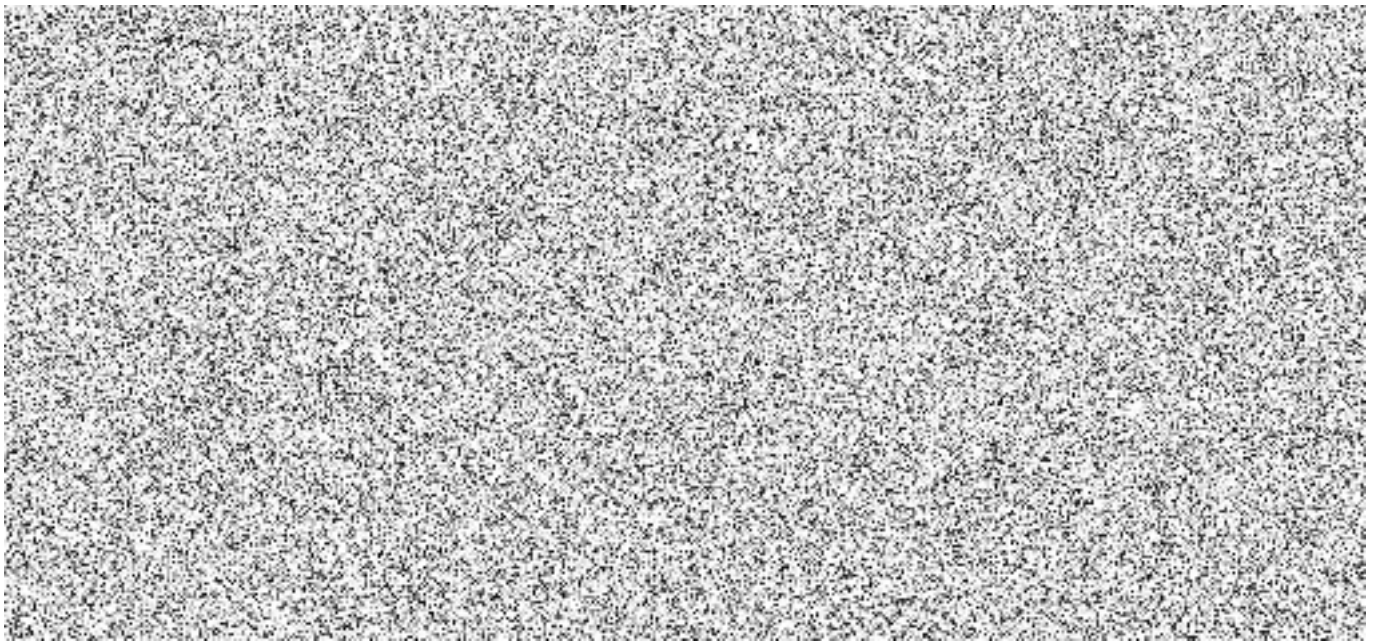
### **Transfer of assets at the end of the action**

Where imposed by the call conditions (and unless exempted by the granting authority), the beneficiaries must — after the end of the action — transfer equipment or goods bought and eligible at full cost to other actions they have ongoing under the same EU programme. Such equipment must continue to be used until the end of its economic lifespan (i.e. transferred on to other actions, until it has been fully depreciated).

If transfer to another ongoing action is not possible, the beneficiaries can — after the end of the action — transfer the equipment or goods to the final recipients, local non-profit organisations, national non-profit organisations, international non-profit organisations, international organisations, the national authorities or local authorities, if agreed by the granting authority.

### **EU restrictive measures**

The beneficiaries must ensure that the EU grant does not benefit any affiliated entities, associated partners, subcontractors or recipients of financial support to third parties that are subject to restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU).



This electronic receipt is a digitally signed version of the document submitted by your organisation. Both the content of the document and a set of metadata have been digitally sealed.

This digital signature mechanism, using a public-private key pair mechanism, uniquely binds this eReceipt to the modules of the Funding & Tenders Portal of the European Commission, to the transaction for which it was generated and ensures its full integrity. Therefore a complete digitally signed trail of the transaction is available both for your organisation and for the issuer of the eReceipt.

Any attempt to modify the content will lead to a break of the integrity of the electronic signature, which can be verified at any time by clicking on the eReceipt validation symbol.

More info about eReceipts can be found in the FAQ page of the Funding & Tenders Portal.

(<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/support/faq>)

**Příloha č. 4: Pokyny pro vypracování CFS**

## Proposal Evaluation Form



### EUROPEAN COMMISSION

Union Civil Protection Mechanism (UCPM)

### Evaluation Summary Report

**Call:** UCPM-2025-RESCEU-TRANSITION-IBA  
**Type of action:** UCPM-PJG  
**Proposal number:** 101234043  
**Proposal acronym:** rescEU-AFFF-H-CZ 2  
**Duration (months):** 10  
**Proposal title:** Czech Republic - rescEU Transition Forest Firefighting Capacities using helicopter, summer season 2025 - 2  
**Activity:** UCPM-2025-RESCEU-TRANSITION-IBA

N.	Proposer name	Country	Total eligible costs	%	Grant Requested	%
1	MINISTERSTVO VNITRA	CZ	855,000	100.00%	641,250	100.00%
Total:			855,000		641,250	

#### Abstract:

Czech Republic - rescEU Transition Forest Firefighting Capacities using helicopter BlackHawk UH 60A with capacity of water bucket 3410 l. The main objective of the project is to increase capacities for forest firefighting in the Czech Republic and to contribute to strengthening response capacities at Union level. Ministry of Interior together with Ministry of Environment as associated partner will subcontract provider of the service for summer season 2025 according to the Framework Agreement between the Ministry of Interior – Fire Rescue Service of the Czech Republic and Heli Company, s.r.o. for the period of 2024 to 2027. Public tender for provider of AFFF with helicopter was already carried out in 2024 and framework agreement was signed with duration of 4 years. Each year will be signed contract for particular summer season with duration of 3 months starting from 15 June and ending at 15 September from 2024. For the UCPM activation will be service available from 1 July to 15 September 2025 according to the conditions set in the Call UCPM-2025-rescEU-Transition-IBA.

### Evaluation Summary Report

#### Evaluation Result

**Total score: 74.00 (Threshold: 65 )**

#### Criterion 1 - Relevance

Score: **24.00** (Threshold: 15 / 30.00 , Weight: - )

The detailed criteria are set out in the call conditions (see Call document). Please pay attention to address all aspects in your assessment.

The helicopter proposed fulfils the requirements set in the Call Document. The proposed helicopter (Black Hawk) is one the existing medium platforms for forest firefighting. It has a very good workload capacity (3.000 liters of water). The range of deployment is limited but in regards of the workload offered, the relevance of this helicopter is high.

#### Criterion 2 - Quality

Score: **25.00** (Threshold: 20 / 40.00 , Weight: - )

**The detailed criteria are set out in the call conditions (see Call document). Please pay attention to address all aspects in your assessment.**

*The helicopter will have a high range of daily availability due to the contract. Ability to perform operations at least 7 days, 8 to 10 hours/day and approx. 100 drops/day.*

### Criterion 3 - Impact

Score: **25.00** (Threshold: 15 / 30.00 , Weight: - )

**The detailed criteria are set out in the call conditions (see Call document). Please pay attention to address all aspects in your assessment.**

*The proposed location is very relevant at EU scale and it could play a significant role in central Europe (Poland, Germany, Austria, Hungary, Slovakia) all CZ neighbours and some with recent activations of the EUCPM.*

### Scope of the application

Status: **Yes**

Comments (in case the proposal is out of scope)

*Not provided*

### Technical and/or financial clarifications

**Add any technical/operational and/or financial/administrative clarifications you may want to ask the applicant(s)**

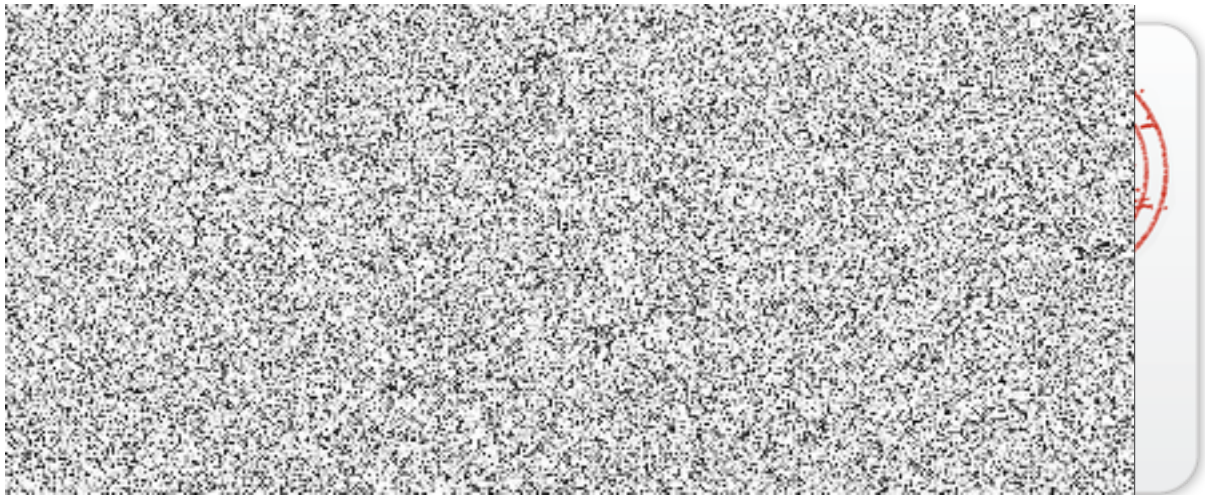
*When preparing the grant agreement in the Funding and Tenders Portal, please indicate a project duration of 3 months in the screen "General information" in order to cover the effective stand-by period/cost eligibility period as the system does not accept portions of month.*

### Overall comments

**Indicate the strengths and weaknesses of the application.**

*Not provided*





This electronic receipt is a digitally signed version of the document submitted by your organisation. Both the content of the document and a set of metadata have been digitally sealed.

This digital signature mechanism, using a public-private key pair mechanism, uniquely binds this eReceipt to the modules of the Funding & Tenders Portal of the European Commission, to the transaction for which it was generated and ensures its full integrity. Therefore a complete digitally signed trail of the transaction is available both for your organisation and for the issuer of the eReceipt.

Any attempt to modify the content will lead to a break of the integrity of the electronic signature, which can be verified at any time by clicking on the eReceipt validation symbol.

More info about eReceipts can be found in the FAQ page of the Funding & Tenders Portal.

(<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/support/faq>)