



EUROPEAN COMMISSION

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

ECHO.B – Disaster Preparedness and Prevention

B.2 – Prevention and Disaster Risk Management

GRANT AGREEMENT

Project 101142969 — PWinPLan

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':

SISEMINISTEERIUM (MOI), PIC 983636164, established in PIKK 61, TALLIN 15065, Estonia,

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 ¹
Annex 2	Estimated budget for the action
Annex 2a	Additional information on unit costs and contributions (if applicable)
Annex 3	Accession forms (if applicable) ²
Annex 3a	Declaration on joint and several liability of affiliated entities (if applicable) ³
Annex 4	Model for the financial statements
Annex 5	Specific rules (if applicable)

¹ Template published on [Portal Reference Documents](#).

² Template published on [Portal Reference Documents](#).

³ Template published on [Portal Reference Documents](#).

TERMS AND CONDITIONS

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DATA SHEET

1. General data

Project summary:

Project summary
<p>In Estonia, location-based SMS threat-alert system has been in use since the beginning of 2023. The length of a standard text message is up to 160 characters (including spaces) when using Latin alphabet, and up to 70 characters when using a non-Latin alphabet (e.g. Cyrillic). As all messages are individual, the capacity of the operator's messaging centre (maximum 900 SMS per second in Estonia) will determine the speed of the transmission. With the present system, we can send different messages depending on the origin of the SIM card (e.g. Estonian vs international) but not according to language spoken by the receiver. According to the 2021 Census, Estonian is the mother tongue of 67% of the population, Russian is the mother tongue of 28% (the proportion of the Russian-speaking population is higher in Tallinn (over 40%)). In addition to the local Russian speakers, we have a significant number of foreign students, international employees, as well as refugees who have not yet mastered proficient use of the Estonian language but use a local SIM-card. Considered the number of non-Estonian speakers (especially in bigger cities), generally, the SMS alerts are sent in at least three languages (Estonian, Russian, English). As we cannot differentiate the language of the SMS according to the preferred communication language of the receiver, all Estonian SIM-cards get at least (usually more) three messages: either one in each language or one long message in three languages. This in turn makes the alerts less effective as people are bombarded with an influx of SMS in different languages (that can arrive at various intervals), less rapid and more costly as more SMS need to be sent at once. The Estonian teleoperators have information on the preferred language of communication of their customers and are willing to share it for the purpose of making the SMS-alert more effective but in order to implement the changes, we need to make technical changes to the system.</p>

Keywords:

- Location-based SMS, accessibility of national early warning systems, preferred language

Project number: 101142969

Project name: Public warning messages in preferred language

Project acronym: PWinPLan

Call: UCPM-2023-TRACK1-IBA

Topic: UCPM-2023-TRACK1-IBA

Type of action: UCPM Project Grants

Granting authority: European Commission-EU

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

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

Project end date: starting date + months of duration

Project duration: 18 months

Consortium agreement: No

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	SISEMINISTEERIUM	EE	983636164	515 740.00	489 953.00
1.1	AE	RIKS	STATE INFOCOMMUNICATION FOUNDATION	EE	911424126	19 260.00	18 297.00
Total						535 000.00	508 250.00

Coordinator:

- SISEMINISTEERIUM (MOI)

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)
535 000.00	95	508 250.00	508 250.00

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
- 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: 7% 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	18	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)	355 775.00	n/a	1 - MOI	n/a
			1.1 - RIKS	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:

EE891010220034796011

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 187 of EU Financial Regulation 2018/1046⁴ which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).

Associated partners (AP) — Entities which participate in the action, but without the right to charge costs or claim contributions.

Purchases — Contracts for goods, works or services needed to carry out the action (e.g. equipment, consumables and supplies) but which are not part of the action tasks (see Annex 1).

Subcontracting — Contracts for goods, works or services that are part of the action tasks (see Annex 1).

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

⁴ For the definition, see Article 187 Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 ('EU Financial Regulation') (OJ L 193, 30.7.2018, p. 1): "**affiliated entities** [are]:

- (a) entities that form a sole beneficiary [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant)];
- (b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 136(1) and 141(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".

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

Fraud — Fraud within the meaning of Article 3 of EU Directive 2017/1371⁵ and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995⁶, 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 2988/95⁷.

Grave professional misconduct — Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave professional misconduct within the meaning of Article 136(1)(c) of EU Financial Regulation 2018/1046.

Applicable EU, international and national law — Any legal acts or other (binding or non-binding) rules and guidance in the area concerned.

Portal — EU Funding & Tenders Portal; electronic portal and exchange system managed by the European Commission and used by itself and other EU institutions, bodies, offices or agencies for the management of their funding programmes (grants, procurements, prizes, etc.).

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The grant is awarded for the action **101142969 — PWinPLan** ('action'), as described in Annex 1.

ARTICLE 4 — DURATION AND STARTING DATE

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

CHAPTER 3 GRANT

ARTICLE 5 — GRANT

5.1 Form of grant

The grant is an action grant⁸ which takes the form of a budget-based mixed actual cost grant (i.e. a

⁵ 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).

⁶ OJ C 316, 27.11.1995, p. 48.

⁷ 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).

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



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

5.2 Maximum grant amount

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

5.3 Funding rate

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

Contributions are not subject to any funding rate.

5.4 Estimated budget, budget categories and forms of funding

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

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

Annex 2 also shows the types of costs and contributions (forms of funding)⁹ 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
- other changes require an amendment or simplified approval, if specifically provided for in Article 6.2
- flexibility caps: not applicable.

⁹ See Article 125 EU Financial Regulation 2018/1046.

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 enterprises¹⁰ not receiving a salary) or **natural person beneficiaries** (i.e. beneficiaries that are natural persons not receiving a salary) may be declared as personnel costs, if they fulfil the general

¹⁰ 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
- 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.

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).

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)35¹¹ 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)35¹² 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)35¹³ 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

Not applicable

Indirect costs

E. Indirect costs

Indirect costs will be reimbursed at the flat-rate of 7% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any).

¹¹ 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).

¹² 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).

¹³ 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).

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 grant¹⁴ 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 :

¹⁴ For the definition, see Article 180(2)(b) of EU Financial Regulation 2018/1046: '**operating grant**' means an EU grant to finance "the functioning of a body which has an objective forming part of and supporting an EU policy".

- (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.

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’¹⁵ (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.

¹⁵ For the definition, see Article 187(2) EU Financial Regulation 2018/1046: “Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the **sole beneficiary**, including where it is specifically established for the purpose of implementing the action financed by the grant.”

The 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

The following entities which are linked to a beneficiary will participate in the action as ‘affiliated entities’:

- **STATE INFOCOMMUNICATION FOUNDATION (RIKS)**, PIC 911424126, linked to SISEMINISTERIUM (MOI)

Affiliated entities can charge costs and contributions to the action under the same conditions as the beneficiaries and must implement the action tasks attributed to them in Annex 1 in accordance with Article 11.

Their costs and contributions will be included in Annex 2 and will be taken into account for the calculation of the grant.

The beneficiaries must ensure that all their obligations under this Agreement also apply to their affiliated entities.

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 affiliated entities.

Breaches by affiliated entities will be handled in the same manner as breaches by beneficiaries. Recovery of undue amounts will be handled through the beneficiaries.

If the granting authority requires joint and several liability of affiliated entities (see Data Sheet, Point 4.4), they must sign the declaration set out in Annex 3a and may be held liable in case of enforced recoveries against their beneficiaries (see Article 22.2 and 22.4).

ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

9.1 Associated partners

Not applicable

9.2 Third parties giving in-kind contributions to the action

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

Third parties giving in-kind contributions do not implement any action tasks. They may not charge costs or contributions to the action and the costs for the in-kind contributions are not eligible.

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

9.3 Subcontractors

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

Subcontractors must implement their action tasks in accordance with Article 11. The costs for the subcontracted tasks (invoiced price from the subcontractor) are eligible and may be charged by the beneficiaries, under the conditions set out in Article 6. The costs will be included in Annex 2 as part of the beneficiaries' costs.

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

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

9.4 Recipients of financial support to third parties

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/EC¹⁶

¹⁶ Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

- for the controls under Article 25: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

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

10.2 Participants which are international organisations

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

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

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

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

10.3 Pillar-assessed participants

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

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

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

- record-keeping (Article 20): may be done in accordance with internal standards, rules and procedures
- currency conversion for financial statements (Article 21): may be done in accordance with usual accounting practices
- guarantees (Article 23): for public law bodies, prefinancing guarantees are not needed
- certificates (Article 24):

- certificates on the financial statements (CFS): may be provided by their regular internal or external auditors and in accordance with their internal financial regulations and procedures
- certificates on usual accounting practices (CoMUC): are not needed if those practices are covered by an ex-ante assessment

and use the following specific rules, for:

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

Participants whose pillar assessment covers procurement and granting procedures may also do purchases, subcontracting and financial support to third parties (Article 6.2) in accordance with their internal rules and procedures for purchases, subcontracting and financial support.

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

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

- eligibility (Article 6)

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

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

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

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

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

Pillar-assessed participants that have also concluded a framework agreement with the EU, may moreover — under the same conditions as those above (i.e. not call into question the decision awarding the grant or breach the principle of equal treatment of applicants or beneficiaries) — rely on the provisions set out in that framework agreement.

SECTION 2 RULES FOR CARRYING OUT THE ACTION

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

11.1 Obligation to properly implement the action

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

11.2 Consequences of non-compliance

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

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

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

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

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

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

12.2 Consequences of non-compliance

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

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

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

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

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

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

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

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

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

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

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

The confidentiality obligations no longer apply if:

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

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

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444¹⁷ 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

¹⁷ 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 2018/1725¹⁸.

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 2016/679¹⁹).

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.

¹⁸ 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).

¹⁹ 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 continuously report on the progress of the action (e.g. **deliverables, milestones, outputs/outcomes, critical risks, indicators**, etc; if any), in the Portal Continuous Reporting tool and in accordance with the timing and conditions it sets out (as agreed with the granting authority).

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

21.2 Periodic reporting: Technical reports and financial statements

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

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

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

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

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

The financial part of the periodic report includes:

- the financial statements (individual and consolidated; for all beneficiaries/affiliated entities)
- the explanation on the use of resources (or detailed cost reporting table, if required)
- the certificates on the financial statements (CFS) (if required; see Article 24.2 and Data Sheet, Point 4.3).

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

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

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

- the information provided is complete, reliable and true
- the costs and contributions declared are eligible (see Article 6)
- the costs and contributions can be substantiated by adequate records and supporting documents (see Article 20) that will be produced upon request (see Article 19) or in the context of checks, reviews, audits and investigations (see Article 25)
- for the final periodic report: all the revenues have been declared (if required; see Article 22).

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

21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

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

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

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

21.4 Reporting language

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

21.5 Consequences of non-compliance

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

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

ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE

22.1 Payments and payment arrangements

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

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

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

The cost of payment transfers will be borne as follows:

- the granting authority bears the cost of transfers charged by its bank
- the beneficiary bears the cost of transfers charged by its bank

- the party causing a repetition of a transfer bears all costs of the repeated transfer.

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

22.2 Recoveries

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

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

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

In case of enforced recoveries (see Article 22.4):

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

22.3 Amounts due

22.3.1 Prefinancing payments

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

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

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

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

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

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

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

22.3.2 Amount due at beneficiary termination — Recovery

In case of beneficiary termination, the granting authority will determine the provisional amount due for the beneficiary concerned. Payments (if any) will be made with the next interim or final payment.

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

Step 1 — Calculation of the total accepted EU contribution

Step 1 — Calculation of the total accepted EU contribution

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

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

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

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

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:

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

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 2018/1046.

The amount to be recovered will be increased by **late-payment interest** at the rate set out in Article 22.5, from the day following the payment date in the debit note, up to and including the date the full payment is received.

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366²⁰ 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

²⁰ 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/EC²¹ (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

²¹ Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

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

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

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

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

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

25.1.2 Project reviews

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

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

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

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

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

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

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

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

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

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

25.1.3 Audits

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

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

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

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

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

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

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

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

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

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

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

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

25.3 Access to records for assessing simplified forms of funding

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

25.4 OLAF, EPPO and ECA audits and investigations

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

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013²² and No 2185/96²³
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

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

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

25.5 Consequences of checks, reviews, audits and investigations — Extension of results of reviews, audits or investigations

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

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

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

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

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

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

25.5.2 Extension from other grants

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

- (a) the beneficiary concerned is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and

²² 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).

²³ 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).

- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — within the time-limit for audits set out in the Data Sheet (see Point 6).

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

If the extension concerns **rejections of costs or contributions**: the notification will include:

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

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

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

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

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

25.6 Consequences of non-compliance

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

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

ARTICLE 26 — IMPACT EVALUATIONS

26.1 Impact evaluation

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

Such evaluations may be started during implementation of the action and until the time-limit set out

in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiaries and will be considered to start on the date of the notification.

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

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

26.2 Consequences of non-compliance

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

CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

SECTION 1 REJECTIONS AND GRANT REDUCTION

ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS

27.1 Conditions

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

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

Ineligible costs or contributions will be rejected.

27.2 Procedure

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

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

27.3 Effects

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

ARTICLE 28 — GRANT REDUCTION

28.1 Conditions

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

- (a) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (see Article 25).

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

28.2 Procedure

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

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

28.3 Effects

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

SECTION 2 SUSPENSION AND TERMINATION

ARTICLE 29 — PAYMENT DEADLINE SUSPENSION

29.1 Conditions

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

- (a) the required report (see Article 21) has not been submitted or is not complete or additional information is needed
- (b) there are doubts about the amount to be paid (e.g. ongoing audit extension procedure, queries

about eligibility, need for a grant reduction, etc.) and additional checks, reviews, audits or investigations are necessary, or

(c) there are other issues affecting the EU financial interests.

29.2 Procedure

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

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

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

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

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

ARTICLE 30 — PAYMENT SUSPENSION

30.1 Conditions

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

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

If payments are suspended for one or more beneficiaries, the granting authority will make partial payment(s) for the part(s) not suspended. If suspension concerns the final payment, the payment (or recovery) of the remaining amount after suspension is lifted will be considered to be the payment that closes the action.

30.2 Procedure

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

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

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

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

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

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

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

ARTICLE 31 — GRANT AGREEMENT SUSPENSION

31.1 Consortium-requested GA suspension

31.1.1 Conditions and procedure

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

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

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

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

Once circumstances allow for implementation to resume, the coordinator must immediately request another **amendment** of the Agreement to set the suspension end date, the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the amendment. This date may be before the date of the submission of the amendment request.

During the suspension, no prefinancing will be paid. Costs incurred or contributions for activities implemented during grant suspension are not eligible (see Article 6.3).

31.2 EU-initiated GA suspension

31.2.1 Conditions

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

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

31.2.2 Procedure

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

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

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

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

Once the conditions for resuming implementation of the action are met, the granting authority will formally notify the coordinator a **lifting of suspension letter**, in which it will set the suspension end date and invite the coordinator to request an amendment of the Agreement to set the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see

Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the lifting of suspension letter. This date may be before the date on which the letter is sent.

During the suspension, no prefinancing will be paid. Costs incurred or contributions for activities implemented during suspension are not eligible (see Article 6.3).

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

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

ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION

32.1 Consortium-requested GA termination

32.1.1 Conditions and procedure

The beneficiaries may request the termination of the grant.

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

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

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

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

32.1.2 Effects

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

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before the end of work date (see Article 22). Costs relating to contracts due for execution only after the end of work are not eligible.

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

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

After termination, the beneficiaries' obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

32.2 Consortium-requested beneficiary termination

32.2.1 Conditions and procedure

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

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

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

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

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

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

32.2.2 Effects

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

- (i) a **report on the distribution of payments** to the beneficiary concerned
- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
- (iii) a second **request for amendment** (see Article 39) with other amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

The granting authority will calculate the amount due to the beneficiary on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before the end of work date (see Article 22). Costs relating to contracts due for execution only after the end of work are not eligible.

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

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

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

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

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

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

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

After termination, the concerned beneficiary's obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

32.3 EU-initiated GA or beneficiary termination

32.3.1 Conditions

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

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

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

- (h) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
- (i) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)
- (j) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.)
- (k) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings from other grants to this grant; see Article 25)
- (l) despite a specific request by the granting authority, a beneficiary does not request — through the coordinator — an amendment to the Agreement to end the participation of one of its affiliated entities or associated partners that is in one of the situations under points (d), (f), (e), (g), (h), (i) or (j) and to reallocate its tasks, or
- (m) other:
 - (i) linked action issues: not applicable
 - (ii) additional GA termination grounds: not applicable.

32.3.2 Procedure

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

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

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

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

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

32.3.3 Effects

(a) for **GA termination**:

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

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

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

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

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

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

After termination, the beneficiaries’ obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

(b) for **beneficiary termination**:

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

- (i) a **report on the distribution of payments** to the beneficiary concerned
- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
- (iii) a **request for amendment** (see Article 39) with any amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

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

report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

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

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

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

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

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

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

After termination, the concerned beneficiary's obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS

ARTICLE 33 — DAMAGES

33.1 Liability of the granting authority

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

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

33.2 Liability of the beneficiaries

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

The liability does not extend to indirect or consequential losses or similar damage (such as loss of

profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 135 to 145 EU Financial Regulation 2018/1046 and Articles 4 and 7 of Regulation 2988/95²⁴).

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

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

‘Force majeure’ means any situation or event that:

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

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

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

CHAPTER 6 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Forms and means of communication — Electronic management

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

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

²⁴ 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).

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 1182/71²⁵, 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

²⁵ 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:	101142969
Project name:	Public warning messages in preferred language
Project acronym:	PWinPLan
Call:	UCPM-2023-TRACK1-IBA
Topic:	UCPM-2023-TRACK1-IBA
Type of action:	UCPM-PJG
Service:	ECHO/B/02
Project starting date:	first day of the month following the entry into force date
Project duration:	18 months

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List of milestones (outputs/outcomes) 11

List of critical risks 11

PROJECT SUMMARY

Project summary

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

Use the project summary from your proposal.

In Estonia, location-based SMS threat-alert system has been in use since the beginning of 2023. The length of a standard text message is up to 160 characters (including spaces) when using Latin alphabet, and up to 70 characters when using a non-Latin alphabet (e.g. Cyrillic). As all messages are individual, the capacity of the operator's messaging centre (maximum 900 SMS per second in Estonia) will determine the speed of the transmission.

With the present system, we can send different messages depending on the origin of the SIM card (e.g. Estonian vs international) but not according to language spoken by the receiver. According to the 2021 Census, Estonian is the mother tongue of 67% of the population, Russian is the mother tongue of 28% (the proportion of the Russian-speaking population is higher in Tallinn (over 40%)).

In addition to the local Russian speakers, we have a significant number of foreign students, international employees, as well as refugees who have not yet mastered proficient use of the Estonian language but use a local SIM-card.

Considering the number of non-Estonian speakers (especially in bigger cities), generally, the SMS alerts are sent in at least three languages (Estonian, Russian, English). As we cannot differentiate the language of the SMS according to the preferred communication language of the receiver, all Estonian SIM-cards get at least (usually more) three messages: either one in each language or one long message in three languages. This in turn makes the alerts less effective as people are bombarded with an influx of SMS in different languages (that can arrive at various intervals), less rapid and more costly as more SMS need to be sent at once.

The Estonian teleoperators have information on the preferred language of communication of their customers and are willing to share it for the purpose of making the SMS-alert more effective but in order to implement the changes, we need to make technical changes to the system.

LIST OF PARTICIPANTS

PARTICIPANTS

Grant Preparation (Beneficiaries screen) — Enter the info.

Number	Role	Short name	Legal name	Country	PIC
1	COO	MOI	SISEMINISTEERIUM	EE	983636164
1.1	AE	RIKS	STATE INFOCOMMUNICATION FOUNDATION	EE	911424126

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	WP1	1 - MOI	100.00	1	18	D1.1 – Technical documents for the 1st review meeting D1.2 – Technical documents for the final review meeting D1.3 – Main module integration report D1.4 – SitRep integration report D1.5 – Operators preferred language database integration report D1.6 – Operators preferred language database quality increase report D1.7 – Materials for communication purposes D1.8 – First progress report D1.9 – Second progress report D1.10 – Public Summary Report

Work package WP1 – WP1

Work Package Number	WP1	Lead Beneficiary	1. MOI
Work Package Name	WP1		
Start Month	1	End Month	18

Objectives

public warning message using LB-SMS will be issued in Estonia in the language preferred by the user of the number.

Description

Project management, developing and implementation: Updating the operators database and bringing it to the required form. Main module changing for allowing entering message per language. Operators databases and main module integration. SITREP reflection developments. System and databases testing and public communication for motivating number owners to update preferred language data.

STAFF EFFORT

Staff effort per participant		
Grant Preparation (Work packages - Effort screen) — Enter the info.		
Participant	WP1	Total Person-Months
1 - MOI	50.00	50.00
1.1 - RIKS	50.00	50.00
Total Person-Months	100.00	100.00

LIST OF DELIVERABLES

Deliverables <i>Grant Preparation (Deliverables screen) — Enter the info.</i> <i>The labels used mean:</i> <i>Public — fully open (🚩 automatically posted online)</i> <i>Sensitive — limited under the conditions of the Grant Agreement</i> <i>EU classified —RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision 2015/444</i>						
Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D1.1	Technical documents for the 1st review meeting	WP1	1 - MOI	R — Document, report	SEN - Sensitive	9
D1.2	Technical documents for the final review meeting	WP1	1 - MOI	R — Document, report	SEN - Sensitive	18
D1.3	Main module integration report	WP1	1 - MOI	R — Document, report	SEN - Sensitive	10
D1.4	SitRep integration report	WP1	1 - MOI	R — Document, report	SEN - Sensitive	15
D1.5	Operators preferred language database integration report	WP1	1 - MOI	R — Document, report	SEN - Sensitive	10
D1.6	Operators preferred language database quality increase report	WP1	1 - MOI	R — Document, report	SEN - Sensitive	18
D1.7	Materials for communication purposes	WP1	1 - MOI	R — Document, report	PU - Public	18
D1.8	First progress report	WP1	1 - MOI	R — Document, report	PU - Public	9
D1.9	Second progress report	WP1	1 - MOI	R — Document, report	PU - Public	18
D1.10	Public Summary Report	WP1	1 - MOI	R — Document, report	PU - Public	18

Deliverable D1.1 – Technical documents for the 1st review meeting

Deliverable Number	D1.1	Lead Beneficiary	1. MOI
Deliverable Name	Technical documents for the 1st review meeting		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	9	Work Package No	WP1

Description
Documents and presentations for the review meeting are prepared

Deliverable D1.2 – Technical documents for the final review meeting

Deliverable Number	D1.2	Lead Beneficiary	1. MOI
Deliverable Name	Technical documents for the final review meeting		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	18	Work Package No	WP1

Description
Documents and presentations for the review meeting are prepared

Deliverable D1.3 – Main module integration report

Deliverable Number	D1.3	Lead Beneficiary	1. MOI
Deliverable Name	Main module integration report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	10	Work Package No	WP1

Description
Report of integration to data source which holds the mapping between MSISDN and preferred language. Document, English.

Deliverable D1.4 – SitRep integration report

Deliverable Number	D1.4	Lead Beneficiary	1. MOI
Deliverable Name	SitRep integration report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	15	Work Package No	WP1

Description
Report of changes to SitRep system to allow entering message per language. Document, English.

Deliverable D1.5 – Operators preferred language database integration report

Deliverable Number	D1.5	Lead Beneficiary	1. MOI
Deliverable Name	Operators preferred language database integration report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	10	Work Package No	WP1

Description
Report of changes to LBAS components and automatic file export on all MNO-s to support message per language throughout the system. Document, English.

Deliverable D1.6 – Operators preferred language database quality increase report

Deliverable Number	D1.6	Lead Beneficiary	1. MOI
Deliverable Name	Operators preferred language database quality increase report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	18	Work Package No	WP1

Description
Report of increasing the quality and integrity of the preferred language database within the MNO-s. Document, English.

Deliverable D1.7 – Materials for communication purposes

Deliverable Number	D1.7	Lead Beneficiary	1. MOI
Deliverable Name	Materials for communication purposes		
Type	R — Document, report	Dissemination Level	PU - Public
Due Date (month)	18	Work Package No	WP1

Description
photos, videos, and at short story in English featuring project results.

Deliverable D1.8 – First progress report

Deliverable Number	D1.8	Lead Beneficiary	1. MOI
Deliverable Name	First progress report		
Type	R — Document, report	Dissemination Level	PU - Public
Due Date (month)	9	Work Package No	WP1

Description
Project progress report with executive summary of the main output(s) in English

Deliverable D1.9 – Second progress report

Deliverable Number	D1.9	Lead Beneficiary	1. MOI
Deliverable Name	Second progress report		
Type	R — Document, report	Dissemination Level	PU - Public
Due Date (month)	18	Work Package No	WP1

Description
Final report with executive summary of the main output(s) in English.

Deliverable D1.10 – Public Summary Report

Deliverable Number	D1.10	Lead Beneficiary	1. MOI
Deliverable Name	Public Summary Report		
Type	R — Document, report	Dissemination Level	PU - Public
Due Date (month)	18	Work Package No	WP1

Description
Report that explains the project results to the public and allows sharing identified lessons with the wider UCPM community

LIST OF MILESTONES

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
1	Preparation	WP1	1-MOI	subcontractor Agreement is signed	3
2	Operators database	WP1	1-MOI	All databases are updated and in correct form	8
3	Main module integration	WP1	1-RIKS	Integration with databases is done	8
4	Implementation	WP1	1-RIKS	Entering message per language is allowed	10
5	Reflecting to SITREP	WP1	1-MOI	Entering message per language is allowed	12
6	Testing	WP1	1-MOI	System is ready to use	18

LIST OF CRITICAL RISKS

Critical risks & risk management strategy			
<i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
1	Operators have the possibility to make databases where their customers have entered their preferred language distinction based on the language of the number and this would allow sending a threat notification in the language suitable to the user of the number. One of the challenges is the quality of	WP1	Active outreach to the owner of numbers to update the database.

Critical risks & risk management strategy <i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
	these databases and their improvement, because at the moment they are insufficient.		
2	The ability of responding authorities to enter multilingual hazard notification messages.	WP1	Special trainings for authorities.
3	Difficulties with business accounts with several numbers and possibilities to mark the preferred language.	WP1	Active outreach to the owner of numbers to update the database.



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 **60** 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.**



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 (for open calls: published on the Portal). Pay particular attention to the award criteria; they explain how the application will be evaluated.

PROJECT	
Project name:	Public warning messages in preferred language
Project acronym:	PWinPLan
Coordinator contact:	Kadi Luht-Kallas, MOI

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PROJECT SUMMARY

Project summary

In Estonia, location-based SMS threat-alert system has been in use since the beginning of 2023. The length of a standard text message is up to 160 characters (including spaces) when using Latin alphabet, and up to 70 characters when using a non-Latin alphabet (e.g. Cyrillic). As all messages are individual, the capacity of the operator's messaging centre (maximum 900 SMS per second in Estonia) will determine the speed of the transmission.

With the present system, we can send different messages depending on the origin of the SIM card (e.g. Estonian vs international) but not according to language spoken by the receiver. According to the 2021 Census, Estonian is the mother tongue of 67% of the population, Russian is the mother tongue of 28% (the proportion of the Russian-speaking population is higher in Tallinn (over 40%)). In addition, we have a significant number of foreign students, international employees, as well as refugees who have not yet mastered proficient use of the Estonian language but use a local SIM-card. While most speak fluent or adequate Estonian, communicating in their preferred language in times of distress, can significantly contribute to solving the emergency more effectively and more rapidly (especially when considering the population groups most at risk, e.g., the elderly, kids etc.).

Considering the number of non-Estonian speakers (especially in bigger cities), generally, the SMS alerts are sent in at least three languages (Estonian, Russian, English). As we cannot differentiate the language of the SMS according to the preferred communication language of the receiver, all Estonian SIM-cards get at least (usually more) three messages: either one in each language or one long message in three languages. This in turn makes the alerts less effective as people are bombarded with an influx of SMS in different languages (that can arrive at various intervals), less rapid and more costly as more SMS need to be sent at once.

The Estonian teleoperators have information on the preferred language of communication of their customers and are willing to share it for the purpose of making the SMS-alert more effective but in order to implement the changes, we need to make technical changes to the system.

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

1. RELEVANCE

1.1 Background and general objectives

Background and general objectives

Describe the background and rationale of the project and how the project is relevant to the general objectives of the call and to the UCPM and/or its Participating States.

How does the project address the more general objectives and themes & priorities of the call? What is the project's contribution?

The European Union Disaster Resilience Goals highlights the significance of having a wide-ranging early warning system at the Union level, which should be available to every citizen of the Union, including those who reside in cross-border areas and those who are traveling. The European Commission intends to collaborate with Member States to enhance the accessibility of national early warning systems so that they are easily accessible to all citizens, regardless of their location or circumstances. It is supposed that warning messages should be accessible, clear and actionable and, to the extent possible, should be provided in several



languages to make sure they reach all segments of the population.

Estonia implemented article 110 of the Directive 2018/1972 (establishing the European Electronic Communications Code) through using location-based (SMS) alert system (LBAS) since the beginning of 2023. The name of the sender of the threat notification is displayed: EE-ALARM for customers (only one message content) of Estonian operators and 59500000 roaming users (is possible to comply different message for different country code SIM-s). The language of the message may be different depending on the sender's choice. Because the LBAS system (as stored at each mobile network operator (MNO)) contains the country code (CC) of all inbound roamers (visitors from abroad using the Estonian mobile networks), LBAS and the front-end application (PWC) allows the user to target different nationalities with different messages.

According to the latest Estonian Security policy, Russia poses a threat to Estonian independence, with a goal to reshape the European security architecture and restore the policy of spheres of influence. The other threats, like cyber security, energy security, migration pressure, pandemics, climate change, food security and terrorism, can also be considered strategic challenges directly or indirectly affecting both national and external security.

A standard text message can be up to 160 characters in length including spaces when Latin alphabets are used and up to 70 characters when non-Latin alphabets are used. As all messages are individual, the capacity of the operator's messaging centre (900 SMS per second in Estonia) will determine the speed of the transmission.

The communication of Estonian public sector and internal security agencies with Estonian residents in three languages is determined by historical-cultural factors and preferences of the current migration policy. Estonia covers an area of 45 339 km² with a coastline of 3794 km, land borders of 343 km with Latvia and 339 km with the Russian Federation. The population is 1 330 068. The need to send a message in other languages stems from the fact that, according to the 2021 Census Estonian is the mother tongue of 67% of the census population, Russian is the mother tongue of 28% and only 2,3% of the census population have two mother tongues. The proportion of the Russian-speaking population is higher in Tallinn (over 40%). In addition, we have a significant number of foreign students, tourists, international employees, as well as refugees who have not yet mastered proficient use of the Estonian language but use a local SIM-card. While most speak fluent or adequate Estonian, communicating in their preferred language in times of distress, can significantly contribute to solving the emergency more effectively and more rapidly (especially when considering the population groups most at risk, e.g., the elderly, kids etc.).

1.2 Needs analysis and specific objectives

[OPTION by default (all except Full-scale exercises):

Needs analysis and specific objectives

Describe how the objectives of the project are based on a sound needs analysis in line with the specific objectives of the call. What issue/challenge/gap does the project aim to address? What is the ex-ante situation the project is aiming to improve? Please provide evidence/data and explain how the needs for the action were identified and assessed.

Elaborate how the end-users are involved in the formulation of the proposal and how the project aims to address the end-users' needs.

The objectives should be clear, measurable, realistic and achievable within the duration of the project.

The theoretical rationale behind the importance of receiving warning messages in one's mother tongue and using their own alphabet is based on the principles of linguistic processing, linguistic relativity, and readability. The concept of linguistic relativity suggests that the language we speak influences the way we think and perceive the world around us. This means that people may process information differently depending on the language in which it is presented. Using a person's own alphabet can help to facilitate reading and



comprehension of the warning messages. For example, if a person is used to reading a specific script, such as the Cyrillic script used in Russian, they may have difficulty reading a warning that is presented in a different script, such as the Latin script used in English.

At the end of 2022, before the system was implemented, testing was carried out, during which various threat notification messages were prepared and delivered to pre-registered numbers. Scientific literature has reported that one possibility is to use the Latin alphabet instead of Cyrillic. Such a solution allowed the test site to transmit a threat notification of 4 SMS instead of 8 SMS messages length (see below).

Trilingual SMS, length 8 SMS-s Trilingual SMS, length 4 SMS-s

Trilingual SMS, length 8 SMS-s	Trilingual SMS, length 4 SMS-s
<p>TEST! Põllumajandus- ja toiduamet: Partii nr 000, XXX tootja alkohoolsed joogid sisaldavad metanooli. Mitte tarbida. Surmav! Lisainfo: kriis.ee ; 1247</p> <p>ТЕСТ!!! Сельскохозяйственный и продовольственный департамент: Алкогольные напитки партии № 000, производитель XXX, содержат метанол. Не употреблять. Смертельно! Дополнительная информация: kriis.ee; 1247</p> <p>TEST! Agriculture and Food Board: Alcoholic beverages of Batch No. 000, manufacturer XXX contain methanol. Do not consume. Deadly! Additional information: kriis.ee; 1247</p>	<p>TEST! Põllumajandus- ja toiduamet: Partii nr 000, XXX tootja alkohoolsed joogid sisaldavad metanooli. Mitte tarbida. Surmav! Lisainfo: kriis.ee; 1247</p> <p>TEST! Agriculture and Food Board: Alcoholic beverages of Batch No. 000, manufacturer XXX contain methanol. Do not consume. Deadly! More info: kriis.ee; 1247</p> <p>TEST! Sel'skokhozyaystvennyy i prodovol'stvennyy departament: Alkogol'nyye napitki partii No 000, proizvoditel' XXX, soderzhat metanol. Ne upotrebyat'. Smertel'no! Dopolnitel'naya informatsiya: kriis.ee; 1247</p>

But even in this case, the text was too long to display well on the screen at once, and the use of Latin letters in the feedback caused confusion and was incomprehensible to older people (see below).

<p>TEST! Põllumajandus- ja toiduamet: Partii nr 000, XXX tootja alkohoolsed joogid sisaldavad metanooli. Mitte tarbida. Surmav! Lisainfo: kriis.ee; 1247</p> <p>TEST! Agriculture and Food Board: Alcoholic beverages of Batch No. 000, manufacturer XXX contain methanol. Do not consume. Deadly! More info: kriis.ee</p> <p>Kuiva kõik ></p> <p>12:01</p>	<p>TEST! Põllumajandus- ja toiduamet: Partii nr 000, XXX tootja alkohoolsed joogid sisaldavad metanooli. Mitte tarbida. Surmav! Lisainfo: kriis.ee; 1247</p> <p>TEST! Agriculture and Food Board: Alcoholic beverages of Batch No. 000, manufacturer XXX contain methanol. Do not consume. Deadly! More info: kriis.ee; 1247</p> <p>TEST! Sel'skokhozyaystvennyy i prodovol'stvennyy departament: Alkogol'nyye napitki partii No 000, proizvoditel' XXX, soderzhat metanol. Ne upotrebyat'. Smertel'no! Dopolnitel'naya informatsiya: kriis.ee; 1247</p> <p>Praegu</p>
--	--

Solution developed in Estonia (the positioning module is located at the operator's facility) make it possible in cooperation with the developer and operators to complete the system in such a way that the end user receives a message in the language that he has set as his preferred communication language with the operator. Using such a solution, we could ensure that the endangered person gets the threat alert at the optimal speed of the system, and in her preferred language thus significantly improving the overall efficiency of the alert. Most of



our response authorities have at least trilingual communication abilities and are thus able to formulate messages in Estonian, Russian and English.

The proposal is related to Priority 3. Investments to improve crisis management capabilities through enhancing procedures and arrangements for sharing early warning information and contributing the implementation of the Union disaster resilience goals. The scope is to develop language-based SMS (LB-SMS) for multi-lingual communities.

The main goal of the project is to ensure that for the beginning of year 2025, public warning message using LB-SMS will be issued in Estonia in the language preferred by the user of the number.

Outcome(s), output(s) and indicators

Outcome(s)

What is/are the expected outcome(s)? Where the Call document includes the list of possible outcomes, indicate up to two outcomes taken from the list, related to the specific objective you have chosen.

Explain how the outcomes generated by the project will contribute to achieving the specific objective.

At the end of the project, we can send public warning information using LB-SMS in the language preferred by the user.

The main outcomes of the project are:

- people understand the warning messages easier and quicker (if it is only in one language, my preferred language);
- the SMS alerts reach people quicker as the overall length and number of LB-SMS decreases (no need to include three languages in one communication);
- the overall effectiveness of contacting hard-to-reach audiences (for example, elderly, kids or other more vulnerable societal groups with little or no digital and Estonian-language skills) as receiving messages only in their preferred language creates less confusion;
- the LB-SMS is more cost-effective as the overall length and/or number of SMS that need to be sent out decreases.

Output(s)

Explain how the activities and outputs of the project will result in the outcome(s) indicated above.

Mobile operators need to store up-to-date information on mobile number users' preferred language.

Mobile operators have set language choice at least one of the three: Estonian, Russian, English.

Public warning application needs to develop the functionality of composing and sending SMS-s to Estonian SIM-numbers in different languages (EST, RUS, ENG).

Indicators

For each outcome and output, define appropriate indicators for measuring the progress of achievement, baseline value and target value, how it will be monitored, etc.

Proposed indicators should be clear, measureable, realistic and achievable within the duration of the project.

Public warning system application have the possibility to enter the warning messages in different languages (also Cyrillic).



Mobile numbers relate to information preferred language.

At least 90% mobile numbers (not only client accounts but numbers) have made preferred language decision at MNO-s database.

The number of SMS messages used to deliver public warning messages to one addressee has decreased at least three times.

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[OPTION for Full-scale exercises:

Needs analysis and specific objectives

Describe the context of the project (including your understanding of the relevant EU policies and to what extent this project builds up on previous activities). Provide an analysis of the needs that will be addressed by this project. This analysis should be based on robust, relevant and reliable risk assessments, studies, lessons identified, lessons learnt and/or other sources so as to demonstrate the validity and relevance of the project. Avoid limiting the analysis to general statements and information.

Insert text

Objectives, description and scenario of the Full-scale exercise

Aim of the UCPM exercise project

*Define the aim of the exercise project. Every exercise project should have **one aim** presented in one sentence or shorter paragraph. The aim needs to derive from 'the context of the project, needs analysis and purpose' described just above. The aim should also correspond to the priorities defined in the Call document.*

Insert text

Objectives of the UCPM exercise project

Define the objectives of the exercise project. The objectives together help achieving the aim. Each objective should be SMART (specific, measurable, achievable, realistic and time-related). The objectives should refer to the thematic risk and vulnerabilities (often scenario-specific) as well as the capacities and capabilities identified during the needs analysis process.

Insert text

Minimum requirements of the full-scale exercise

Explain briefly how this project addresses the basic elements:

- Activation of the UCPM.
- EU Civil Protection Team. Size, composition and role of the EUCP Team in the exercise.
- Use of CECIS and other intended UCPM tools.
- Involvement of the national operational structures of the beneficiaries. Explain how they will be involved in the exercise.
- EU Host Nation Support Guidelines: Explain how it will be tested and implemented.
- EU Observers programme. Explain their role in the exercise (Note: They are not to be used as main evaluators)



Insert text

Exercise participants and assets

Describe the anticipated exercise participants and an estimated size of each group.

Describe the anticipated exercise participants from cross-border intervention that are deployed via the UCPM activation. Provide an estimated size of each group/team.

Outline other participants foreseen in the exercise (UN organisations, Commission, NGOs, public institutions).

Indicate whether this exercise is intended to be used for the certification of a module or a specific capacity (in the framework of the European Emergency Response Capacity).

Insert text

Scenario of the full-scale exercise

Provide a summary of the scenario, its relevance to fulfil the aim and objectives of the exercise project and justify the involvement of the anticipated exercise participants. Maps and diagrams can also be included.

Insert text

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]

1.3 Complementarity with other actions and innovation — Geographic focus — European added value — Impact on non-EU countries

Complementarity with other actions and innovation

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

As far as we know, the LB-SMS solution in other countries transmits one message text to all domestic recipients (e.g. in Sweden all messages only in Swedish, in Luxembourg briefly in four languages). The solution planned by us would be innovative and would also provide other countries with development plans.

Geographic focus, European added value and impact on non-EU countries (if applicable)

Explain how this project addresses issues relevant for the UCPM as a whole and its interaction with its main interlocutors.

Illustrate the geographic focus, and European/trans-national dimension of the planned activities. Which countries will directly and indirectly benefit from the project? Where are the activities anticipated to take place?

When eligible non-EU countries are involved: specify which countries are the primary beneficiaries of the project's results and describe their role. Why is the project important for those countries? How does it improve the Civil Protection and/or Marine Pollution instruments in these countries?

To what extent are the end-users from targeted countries involved in the proposed action?

Demonstrate the possibility to transfer and use the results of the projects in countries/regions and/or sectors other than those of the grant beneficiaries.

Explain how the proposed action will contribute to strengthening cooperation and mutual trust between Participating States or between Participating States/eligible countries and the Union Mechanism.

Estonian guests will receive more comprehensible notifications and be better protected.

#§COM-PLE-CP§# #§PRJ-OBJ-PO§# #§REL-EVA-RE§# #@QUA-LIT-QL@# #@CON-MET-CM@#



2. QUALITY

2.1 Concept and methodology

Concept and methodology

Outline the approach and methodology underpinning the work packages and activities of the project, also in relation to the timeframe proposed. Explain why they are the most suitable for achieving the project's objectives. This should provide the reader with an understanding of the logical structure of the project.

For Full-scale exercises: Include an organigram of the 'project management organisation' and an organigram of the 'exercise conduct organisation'. The [Technical Guide for UCPM full-scale exercises](#) provides examples of these structures. It should be followed as closely as possible.

In 2022, the Everbridge (EB) Public Warning System, which uses location-based SMS as its primary channel, was deployed in Estonia. The Everbridge LBAS system has been installed in all three mobile operators, Elisa, Telia and Tele2.

As the system is technically built by EB and all operational partners must be involved to solve the problem, they have to be partners in the project.

#§CON-MET-CM§# #@CON-SOR-CS@#

2.2 Consortium set-up

Consortium cooperation and division of roles (if applicable)

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

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

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

2.3 Project teams, staff and experts

Project teams and staff

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

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

The project has two persons with specific activities related to the project. MOI with one person responsible for project co-ordination, quality assurance and monitoring, evaluation and practical implementation by the responding authorities, including public communication.

RIKS, as an associated body, will assist with technical conformity assessment.

Name and function	Organisation	Role/tasks/professional profile and expertise
Kadi Luht-Kallas / Project manager	MOI	Coordinating the project. Communication between different partners. Project timeline.



Antti Turmann/ Technical personnel	RIKS	Technical coordination and evaluation.
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Outside resources (subcontracting, seconded staff, etc)

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

If there is subcontracting, please also complete the table in section 4.

Making changes to the Everbridge LBAS system means subcontracting with EB, which includes all three mobile operators, Elisa, Telia and Tele2.

EB –the front-end application changing and integration to source which holds the mapping between MSISDN and language.

Elisa (MNO) – Updating the database of the number users preferred language. MNO's LBAS components changing and integration to source which holds the mapping between MSISDN and language.

Telia (MNO) – Updating the database of the number users preferred language. MNO's LBAS components changing and integration to source which holds the mapping between MSISDN and language.

Tele2 (MNO) –Updating the database of the number users preferred language MNO's LBAS components changing and integration to source which holds the mapping between MSISDN and language.

SMIT (IT and Development Centre, agency under the MOI)– changing the SITREP (Situational awareness information system) components to allow entering message per language.

2.4 Consortium management and decision-making**Consortium management and decision-making (if applicable)**

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

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

#§CON-SOR-CS§# #@PRJ-MGT-PM@#

2.5 Project management, quality assurance and monitoring and evaluation strategy**Project management, quality assurance and monitoring and evaluation strategy (n/a for Full-scale exercises)**

Describe the measures foreseen 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 coordinated by the Rescue and Safety Policy Department at the Ministry of the Interior (MOI) and beneficiaries will be State Infocommunication Foundation (RIKS).

Steering Committee for Public Warning System is established in the Ministry of the Interior (chaired by Undersecretary for Rescue and Crisis Management) and comprising representatives from different ministries and response authorities.

Steering Committee will meet in person in on a semi-annual basis to oversee planned activities, review progress made and ensure effective coordination of work and engagement of all required stakeholders and target groups. The preparatory work related to the coordination of the Steering Committee will be conducted by an official of the Ministry.

The quality of the final outputs will be supervised by the Ministry of Interior. Indicators are measured mainly quantitatively:

- Changes on the front-end application is done (YES/NO)
- Changes to LBAS components on all MNO's is done (YES/NO)
- Integration to (some) data source is done (YES/NO)
- % of numbers (not only clients but numbers) have made preferred language decision at MNO-s database (percentage)
- Number on SMS-s included one public warning messages

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

2.6 Cost effectiveness and financial management

Cost effectiveness and financial management *(n/a for Full-scale exercises)*

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 main beneficiary is the Estonian Ministry of Interior with the role to regulate the financial management of the project. The subcontracting will be established between the Estonian Ministry of the Interior, the associated body (RIKS) and the subcontractor.

The financial statements shall be prepared by a qualified and approved external auditor.

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2.7 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	Operators have the possibility to make databases where their customers have entered	1	Active outreach to the owner of numbers to update the



	their preferred language distinction based on the language of the number and this would allow sending a threat notification in the language suitable to the user of the number. One of the challenges is the quality of these databases and their improvement, because at the moment they are insufficient.		database.
2	The ability of responding authorities to enter multilingual hazard notification messages.	1	Special trainings for authorities.
3	Difficulties with business accounts with several numbers and possibilities to mark the preferred language.	1	Active outreach to the owner of numbers to update the database.

#\$RSK-MGT-RM\$# #SQUA-LIT-QL\$# #IMP-ACT-IA@#

3. IMPACT

3.1 Impact and ambition

Impact and ambition *(n/a for Full-scale exercises)*

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

Who are the target groups? How will the target groups benefit concretely from the project and what would change for them?

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

Does the project envisage building upon outputs of the action to generate a deeper, broader impact on investments and/or policies for disaster prevention and preparedness? (e.g. through national, EU and other multilateral programmes)

In case of an event, people at risk will receive a quick threat notification SMS in their preferred language.

The overall effectiveness and rapidity when contacting hard-to-reach audiences (for example, elderly, kids or other more vulnerable societal groups with no or little digital and Estonian-language skills) will increase as they no longer receive several messages in various languages that might create confusion or require additional technical skills for reading them (e.g. the message is too long to show in its entirety and is cut in half by a “read more” link etc).

Received public warning message length is optimal and consists of the main important information in one (user-preferred) language.

If the number of SMS-s consisting of the public warning message is lower, then the speed of the transmission is optimal. Also is important to note that Estonian authorities reimburses the expenses caused to operators SMS-C module by SMS, so the lower number of SMS directly affects the costs of the system.

As to our understanding, the logic of connecting mobile user's preferred service language at the operator to the threat alert system, has never been used before. If successful, this innovation could lead to major improvements in the effectiveness and rapidity in SMS-based alert systems globally.



#§IMP-ACT-IA§# #@COM-DIS-VIS-CDV@#

3.2 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.

Information about receiving and using EU funding is published on the website of the beneficiary. Project participants publish information on the implementation of the project on their websites based on their area of responsibility. Communication aimed at the public is coordinated with the beneficiary.

#§COM-DIS-VIS-CDV§# #@SUS-CON-SC@#

3.3 Sustainability and continuation

Sustainability, long-term impact and continuation *(n/a for Full-scale exercises)*

Describe the follow-up of the project after the EU funding ends:

- *How will the sustainability of the project impact be ensured?*
- *What will need to be done? Which parts of the project should be continued or maintained?*
- *How will this be achieved? How will the results be used? Which resources will be necessary to sustain the outcome of the project and how will they be mobilised?*
- *How will the project ensure that results are accessible and usable also after the action has ended?*

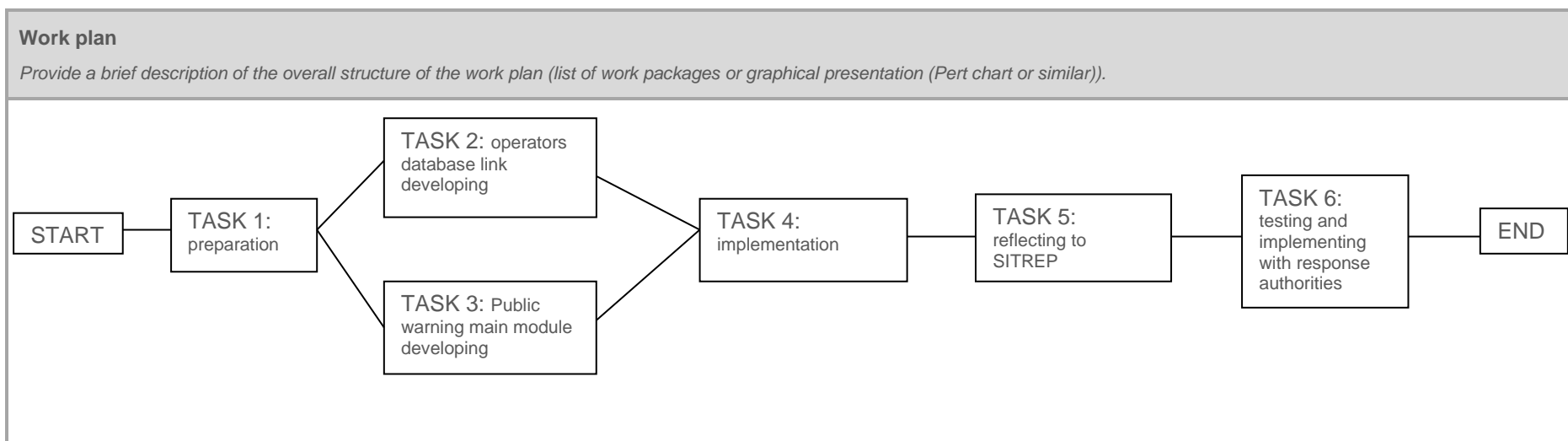
Database management, user training. Additional main module and MNO module components management. The management of the threat notification system is covered by the procurement contract concluded between RIKS and EB, but the management of the development in question may require the conclusion of an additional management agreement and, in addition, agreements with MNOs.

#§SUS-CON-SC§#

#@WRK-PLA-WP@#

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

4.1 Work plan



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) 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.

The division in WP should be logical and guided by the different identifiable activities, expected results and deliverables.

You can create as many work packages as needed by copying WP1.

For Full-scale exercises: You must use the work packages as described in the Call document. Please refer to the [Technical Guide for UCPM Full-scale exercises](#) for guidance and detailed explanations of the content expected for each work package.

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

 Ensure consistence with the detailed budget table.

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 (e.g. for full-scale exercises, they are often not needed); 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.

Work Package 1

Work Package 1: WP1					
Duration:	M1 - M18	Lead Beneficiary:	MOI		
Objectives					
<ul style="list-style-type: none"> public warning message using LB-SMS will be issued in Estonia in the language preferred by the user of the number. 					
Activities and division of work (WP description)					
Task No (continuous numbering linked to WP)	Task Name	Description of the task and expected result	Participants		In-kind Contributions and Subcontracting (Yes/No and which)
			Name	Role (COO, BEN, AE, AP, OTHER)	
T1.1	Preparation	Subcontract Agreement preparation and signing. Public communication in operator databases to indicate language preference.	MOI, RIKS,	BEN	Subcontracting
T1.2	Operators database	Updating the database and bringing it to the required form.	MOI, RIKS,	BEN	Subcontracting
T1.3	Main module developing	Main module changing for allowing entering message per language.	MOI, RIKS,	BEN	Subcontracting

T1.4	Implementation	Operators databases and main module integration.		MOI, RIKS,	BEN	Subcontracting	
T1.5	Reflecting to SITREP	SITREP reflection developments.		MOI, RIKS,	BEN	Subcontracting	
T1.6	Testing	System and databases testing and public communication for motivating number owners to update preferred language data.		MOI, RIKS,	BEN	Subcontracting	
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	Preparation	1	MOI	Announcement of the procurement. Find a professional partner/subcontractor.		3	Subcontractor Agreement is signed
MS2	Operators database	1	MOI	Changes to LBAS components on all MNO's to support message per language throughout the system.		8	All databases are updated and in correct form
MS3	Main module integration	1	RIKS	Integration to data source which holds the mapping between MSISDN and language.		8	Integration with databases is done
MS4	Implementation	1	RIKS	Changes on the front-end application to allow entering message per language		10	Entering message per language is allowed
MS5	Reflecting to SITREP	1	MOI	Changes on the SITREP reflection to allow entering message per language		12	Entering message per language is allowed
MS6	Testing	1	MOI	SITREP and main module testing for		18	System is ready to use
Deliverable No (continuous numbering	Deliverable Name	Work Package	Lead Beneficiary	Type	Dissemination	Due Date (month number)	Description (including format and

linked to WP)		No			Level		language)
D1.1	Technical documents for the 1st review meeting	1	MOI	R	SEN	9	Documents and presentations for the review meeting are prepared
D1.2	Technical documents for the final review meeting	1	MOI	R	SEN	18	Documents and presentations for the review meeting are prepared
D1.3	Main module integration report	1	MOI	R	SEN	10	Report of integration to data source which holds the mapping between MSISDN and preferred language. Document, English.
D1.4	SitRep integration report	1	MOI	R	SEN	15	Report of changes to SitRep system to allow entering message per language. Document, English.
D1.5	Operators preferred language database integration report	1	MOI	R	SEN	10	Report of changes to LBAS components and automatic file export on all MNO-s to support message per language throughout the system. Document, English.
D1.6	Operators preferred language database quality increase report	1	MOI	R	SEN	18	Report of increasing the quality and integrity of the preferred language database within the MNO-s. Document, English.

D1.7	Materials for communication purposes	1	MOI	R	PU	18	photos, videos, and at short story in English featuring project results.
D1.8	First progress report	1	MOI	R	PU	9	Project progress report with executive summary of the main output(s) in English
D1.9	Second progress report	1	MOI	R	PU	18	Projec report with executive summary of the main output(s) in English.
D1.10	Public Summary Report	1	MOI	R	PU	18	Report that explains the project results to the public and allows sharing identified lessons with the wider UCPM community
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?)
1	S1.1	Main module changing and integrating	T1.2.- T1.6. Modification of the main module to allow message input per language with integration to the operator database.	455 000	As the system is technically built by EB and all operational partners have to be involved to solve the problem, they have to be partners in the project.	The system change is helpful for all partners because it reduces the number on SMS and thus the load on operators SMS-C-s. Also the change is innovative and so motivates to propose it without profit.
	S1.2					
Other issues: <i>If subcontracting for the project goes beyond 30% of the total eligible costs, give specific reasons.</i>			In 2022, the Everbridge (EB) Public Warning System, which uses location-based SMS as its primary channel, was deployed in Estonia. The Everbridge LBAS system has been installed in all three mobile operators, Elisa, Telia and Tele2. As the system is technically built by EB and all operational partners must be involved to solve the problem, they must be partners in the project.			

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	Estimated Costs	Justification	Best-Value-for-Money
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	(including WP, task number and BEN/AE to which it is linked)	(EUR)	(why is reimbursement at full-cost needed?)	(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.																									
Note: Use the project month numbers instead of calendar months. Month 1 marks always the start of the project. In the timeline you should indicate the timing of each activity per WP.																									
ACTIVITY	MONTHS																								
	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12	M 13	M 14	M 15	M 16	M 17	M 18	M 19	M 20	M 21	M 22	M 23	M 24	
Task 1.1 - Preparation																									
Task 1.2 – Operators database																									
Task 1.3 – Main module developing																									
Task 1.4 – Implementation																									
Task 1.5 – reflecting to SITREP																									
Task 1.6 – Testing																									

Timetable (projects of more than 2 years)

Fill in cells in beige to show the duration of activities. Repeat lines/columns as necessary.

Note: Use actual calendar years and quarters. In the timeline you should indicate the timing of each activity per WP. You may add additional columns if your project is longer than 6 years.

ACTIVITY	YEAR 1				YEAR 2				YEAR 3				YEAR 4				YEAR 5				YEAR 6			
	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
Task 1.1 - ...																								
Task 1.2 - ...																								
Task ...																								

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#@ETH-ICS-EI@#

5. OTHER

5.1 Ethics

Ethics
Not applicable.

#§ETH-ICS-EI\$# #@SEC-URI-SU@#

5.2 Security

Security
Not applicable.

#§SEC-URI-SU\$# #@DEC-LAR-DL@#

6. DECLARATIONS

Double funding	
Information concerning other EU grants for this project	YES/NO
<p> Please note that there is a strict prohibition of double funding from the EU budget (except under EU Synergies actions).</p>	
We confirm that to our best knowledge neither the project as a whole nor any parts of it have benefitted from any other EU grant (including EU funding managed by authorities in EU Member States or other funding bodies, e.g. 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

Financial support to third parties (if applicable)
Not applicable

#§DEC-LAR-DL\$#



ANNEXES

LIST OF ANNEXES

Standard

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

CVs (annex 2 to Part B) — *mandatory, if required in the Call document*

Special

**LIST OF PREVIOUS PROJECTS****List of previous projects***Please provide a list of your previous projects for the last 4 years.**COO — Coordinator; BEN — Beneficiary; AE — Affiliated Entity*

Participant	Project Reference No and Title, Funding programme	Period (start and end date)	Role (COO, BEN, AE, OTHER)	Amount (EUR)	Website (if any)
MOI	ECHO/SUB/2020/TRACK1/83 1601, Preliminary target group studies for the development of a risk and crisis communications platform, UCPM	2020-2021	COO	114 000	Olevalmis.ee Kriis.ee
MOI	2014-2020.2.07.003.01.15-0001, Providing opportunities of development for young people through SPIN-programme. European Social Fund	2014-2023	BEN	3 223 650	https://siseministeerium.ee/spin-programm
MOI	2014-2020.2.07.16-0004, Supporting the inclusion of youth with criminal background in the labour market; European Social Fund	2015-2021	BEN	690 000	https://siseministeerium.ee/oigusrikkumise-taustaga-noorte-tooturule-kaasamine
MOI	Supporting the inclusion of youth with criminal background in the labour market; 2014-2020.2.07.16-0004; European Social Fund Prevention of risk behaviour, supporting families at risk and developing safe living environment 2014-2020.2.07.004.01.15-	2015-2023	BEN	2 332 587	https://siseministeerium.ee/riskisolevate-perede-toetamise-ja-turvalise-elukeskkonnaarendamise-meede



	0003 European Social Fund				
RIKS	SFOS nr 2014-2020.11.02.16-0044; ISKE H security level data center procurement of technical equipment.	2016-2017	COO	500 000	
RIKS	Project nr 2014-2020.11.02.20-0143, Location-Based Rapid Threat Alert System (AKOS) - Core Platform.	2021-2022	COO	500 000	
RIKS	Project nr 2014-2020.12.03.21-0850, Accession/integration with MNOs of the location-based emergency notification system (AKOS).	2021-2022	COO	330 000	
RIKS	Kvantside -Project nr 101113143, EstQCI - Estonian Quantum Communication Infrastructure	2022-2025	BEN	4 000 000	

* This list is not comprehensive

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.

EC INSTRUCTIONS (DETAILED BUDGET TABLE (AG) – PROPOSAL/GRANT PREPARATION)

General

The file is composed of **3 password-protected sheets** for EU staff (EC Instructions, EC Data and EC Format) and **5 sheets** for the Consortium (1. Instructions, 2. Start, 3. Detailed table and 4. Consolidated table (participant) and 5. Consolidated table (project)).

The **EC sheets** (EC Data) must be **set-up only once** for your programme/MGAs (works for all MGAs, except operating grants - see separate template) as part of the Programme template set-up exercise.

The **Participant sheets** (2. Start, 3. Detailed table and 4. Consolidated table) must be filled out and submitted as part of the Proposal (and later during GAP):

- scanned and uploaded as single PDF for the project in SEP/SyGMA (for sheets 3 and 4: one per beneficiary/linked third party inside single PDF).

For security reasons, the document cannot be uploaded as excel (since it has macros).

Getting started

To use the file, the Excel Macro security settings must be enabled on your computer. This is managed and checked when opening the file, but contact your IT team if you encounter problems.

Download the file for set-up: Before downloading close all other excel files (open excel files may hamper the macros). **Download the file from the ToolKit using EDIT WORKBOOK - EDIT IN EXCEL - SAVE AS to save a copy on your desktop. Then close the document and re-open it.**

Unblock the file: Before starting (and after each time you save), you have to unblock the file by clicking the 'Unprotect All Sheets' button (or alternatively by pressing Ctrl Q + Password: Detailed budget table). If it doesn't work, try several times.

EC Data sheet

Make your choices in the EC Data sheet.

When finished, click on the 'Save & Update Detailed Budget Table' button.

Save & Update Detailed Budget Table

EC Format sheet

The EC-Format sheet is for view-only purposes. You do NOT need to do anything on it.

This sheet shows the rows that will be copied into the table for each new WP the participants will choose (via their Start sheet).

Testing

Test your configuration several times with real numbers. You need to be sure that the table works for your participants.

If you would like to hide the 3 EC sheets, place the cursor on sheet '1. Instructions' and press CTRL Q and answer the question box with OK. (Normally this is not done; we normally publish with the 3 EC sheets visible).

After this, you can save the file and it is ready for use.

EC DATA (DETAILED BUDGET TABLE (1))

Which cost categories?

	1=Yes / 0=No
A. Personnel costs	1
B. Subcontracting costs	1
C1. Travel and subsistence	1
C2. Equipment	1
C3. Other goods, works and services	1
D.1. Financial support to third parties	0
D.2 [Category name]	0
D.3 [Category name]	0
D.4 [Category name]	0
D.5 [Category name]	0
D.6 [Category name]	0
E. Indirect costs	1

Which staff type?

	1=Yes / 0=No
A.1 Employees (or equivalent)	1
A.2 + A.3 Natural persons under direct contract and seconded persons	1
A.4 SME owners without salary and natural person beneficiaries without salary	1
A.5 Volunteers	0
A.6 [Category name]	0
A.7 [Category name]	0

Which staff categories?

	Drop-down menu
	Select a staff category
	Project managers
	Senior experts/advisors/researchers
	Junior experts/advisors/researchers
	Trainers/teachers
	Technical personnel
	Administrative personnel
	Other

Which type of personnel cost rate?

	Drop-down menu
A.6 [Category name]	Select a type of rate
	Monthly
	Daily
	Hourly
	Other
A.7 [Category name]	Select a type of rate
	Monthly
	Daily
	Hourly
	Other

Which type of costs (actual, lump sum or unit)?

Travel and subsistence	
	C.1. Travel and subsistence
Financial support to third parties	
	D.1. Financial Support
Other cost categories	
	D.2 [Category name]
	D.3 [Category name]
	D.4 [Category name]
	D.5 [Category name]
	D.6 [Category name]

Which type of indirect cost rate?	
	Option 1: STANDARD 7%
	Option 2: HE 25%
	Option 3: AGRIP 4%
	Option 4: RFCS 35%
	Option 5: SMP ESS 30%
	Option 6: NO INDIRECT COSTS 0%

Which type of funding rate?		
Single funding rate	<input checked="" type="radio"/>	
Multiple funding rates	<input type="radio"/>	

Display for each category and type cost
--

AG) — PROPOSAL/GRANT PREPARATION)

This is the default list for personnel categories.

ATTENTION! The categories can be changed if needed but please don't insert blank lines between 2 categories (otherwise the drop down menu will not work)

This list contains the options for the types of rates available for the 'Other personnel costs'.

ATTENTION! You must chose the rate provided for in your MGA (usually 'daily' or 'other').

This list contains the options for the types of rates available for the 'Other personnel costs'.

ATTENTION! You must chose the rate provided for in your MGA (usually 'daily' or 'other').

Actual	Unit or Actual	Subdivided 1=Yes / 0=No	
<input type="radio"/>	<input checked="" type="radio"/>	1	
Actual	Unit	Actual and Unit	
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Actual	Unit	Lump Sum	
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	

<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	1

--	--

A. Personnel costs

WORK PACKAGE 1

A.1 Employees (or equivalent)

Select a staff category

Select a staff category

Other

[category 1]

[category 2]

A.2 + A.3 Natural persons under direct contract and secondment

Select a staff category

Select a staff category

Other

[category 1]

[category 2]

Total natural persons

A.4 SME owners and natural person beneficiaries without salary

SME owners/natural person beneficiaries without salary

Total SME owners and beneficiaries

B. Subcontracting costs

WORK PACKAGE 1

1 [Subcontract short name]

2 [Subcontract short name]

Total subcontracting for this WP

C. Purchase costs

WORK PACKAGE 1		
	Total travel costs for this WP	
	Total accommodation costs for this WP	
	Total subsistence costs for this WP	
	Total travel for this WP	
C.1. Travel and subsistence		
WORK PACKAGE 1		
	1 [Travel short name]	
	Speakers	
	Travel costs	
	Accommodation costs	
	Subsistence costs	
	Personnel	
	Travel costs	
	Accommodation costs	
	Subsistence costs	
	Participants	
	Travel costs	
	Accommodation costs	
	Subsistence costs	
	Total travel costs for this travel	
	Total accommodation costs for this travel	
	Total subsistence costs for this travel	
	Total travel	
	Total travel for this WP	
	C.2. Equipment	
	WORK PACKAGE 1	
		C.2.1 Purchase (depreciation/full cost)

	1 [Equipment short name]
	2 [Equipment short name]
	3 [Equipment short name]
	C.2.2 Rental and leasing (rate of use/full cost)
	1 [Equipment short name]
	2 [Equipment short name]
	3 [Equipment short name]
C.3. Other goods, works and services	
WORK PACKAGE 1	
	Consumables
	Conferences, seminars, workshops, trainings & events
	Information & publications
	Other expenses
	1 IPR costs

	2 Bank fees (pre-financing guarantee)
	3 Audit fees (CFS)
	4 Project evaluation
	[5 short name other]
	[6 short name other]
Total goods, works and services for this WP	
D. Other cost categories	
D.2 [Category name]	
D.3 [Category name]	
D.4 [Category name]	
D.5 [Category name]	
D.6 [Category name]	
Consolidated table	
	0,00

monthly	0,00	0,00	0,00		
monthly	0,00	0,00	0,00		
monthly	0,00	0,00	0,00		
monthly	0,00	0,00	0,00		
Total employees (or equivalent)			0,00		
ded persons					
monthly	0,00	0,00	0,00		
monthly	0,00	0,00	0,00		
monthly	0,00	0,00	0,00		
monthly	0,00	0,00	0,00		
ns under direct contract and seconded persons			0,00		
salary					
daily	0,00	0,00	0,00		
nd natural person beneficiaries without salary			0,00		
Total personnel for this WP			0,00		
0,00					
0,00					
0,00					

Costs (actual costs)					Also part of other work packages? YES/NO and which WP
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	
0,00	0	0,00	0%	0,00	
0,00	0	0,00	0%	0,00	
0,00	ATTENTION! Can be used only if full cost option in the grant agreement			0,00	
Total depreciation				0,00	
Costs (actual costs)					Also part of other work packages? YES/NO and which WP
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	
0,00	0,00		0%	0,00	
0,00	0,00		0%	0,00	
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	
Costs (actual costs)					Also part of other work packages? YES/NO and which WP
0,00					
0,00					
0,00					
0,00					

[illegible]

[illegible]

[illegible]

Description of tasks/activities for which the equipment is needed

Description of tasks/activities for which the equipment is needed

Description of tasks/activities for which the goods/services are needed;
types of goods services needed; how much

0,00

0,00	0,00	0,00	0,00	0,00	0,00	0,00
------	------	------	------	------	------	------

0,00

Shown

INSTRUCTIONS (DETAILED BUDGET TABLE (AG) – PROPOSAL/GRANT PREPARATION)

General

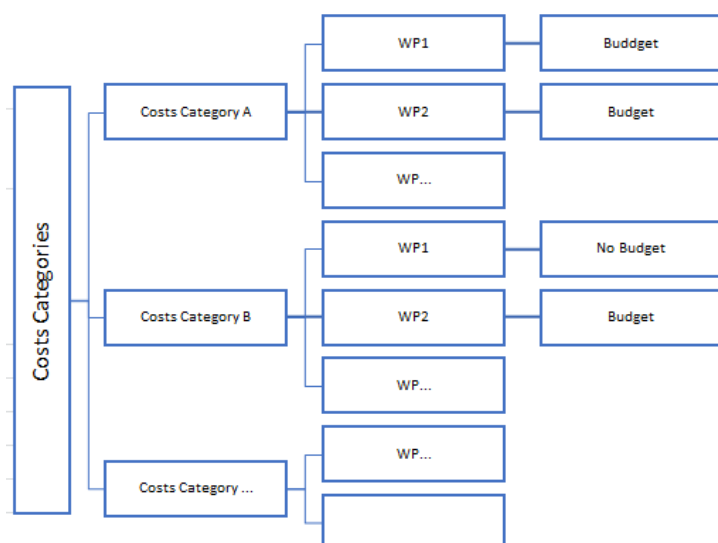
The file is composed of **5 sheets** (Instructions, Start, Detailed table, Consolidated table (participant) and Consolidated table (project)) which must be used to create your Detailed budget table.

Depending on the instructions in the call document, you should submit the budget table either as part of your **Proposal** and/or during **grant preparation**:

- for proposal: merge, scan and upload it as a **single PDF for the project** (Funding & Tenders Portal Submission System; only sheets 3, 4, and 5 needed; for sheets 3 and 4: one per beneficiary/affiliated entity merged into single PDF; more details on technical instructions are in the Online Manual)

- for grant preparation: merge, scan and upload it as a **single PDF for the project** (Portal Grant Preparation tool).

The budget table is broken down by cost category and work packages. For technical reasons, the number of work packages has to be the same in all categories. Please leave them empty, if there are no costs.



The budgeted amounts should be based on detailed, reasonable and accurate **estimates**. Keep sufficient documentation to be able to explain them if requested.

Please take care to insert **only costs that are eligible** under the EU grant agreement (see eligibility article). All estimated costs must be entered in **EUR**.

You will be asked to fill in a similar table later on for the cost reporting before payments (Funding & Tenders Portal Grant Management Periodic Reporting tool).

Contrary to this table, the cost reporting table should however NOT contain the estimated costs.

Getting started

To use the file, the Excel Macro security settings must be enabled on your computer. This is managed and checked when opening the file, but contact your IT support if you encounter problems.

Download the file: Before downloading close all other excel files (open excel files may hamper the macros). Download the file from the Portal using EDIT WORKBOOK - EDIT IN EXCEL - SAVE AS to save a copy on your desktop. Then close the document and re-open it.

Please complete the sheets in their order (Start - Detailed budget table - Consolidated table (participant) - Consolidated table (project)).

ATTENTION! White cells mean that you are required to enter data. Blue cells are calculated automatically.

Start sheet

Use this sheet to define the generic data (project/participant name and PIC), the work packages (number and names) and the number of travels. This information will be automatically copied into the other sheets.

Provide a short name, a description for the work package and confirm the number of travels linked to it.

To add a work package, click on 'Add a new WP', enter the name and description (name in ALL CAPITALS) and click on 'Update Detailed Budget Table'.

Add a new WP

Update Detailed Budget Table

To delete a work package, tick the check box and click on 'Update Detailed Budget Table'.

Update Detailed Budget Table

Number of travels	Delete
1	<input checked="" type="checkbox"/>
1	<input type="checkbox"/>

Travels can be increased or decreased by changing the number and clicking on 'Update detailed budget table'.

Attention! If you delete work packages or travels on the start sheet AFTER having already started working on the other sheets:

- the work package and all costs will be automatically deleted
- the travel and all costs will be deleted (from the bottom to the top - the last travel will be

Detailed table sheet

Use this sheet to enter the budget for each cost category and work package.

New lines can be added only when column B is white. Select the cell B on the line that should be added, and click on 'Add new line'. Lines can also be deleted again (except the first one).

		Add New Line	Delete Line	
		Type of rate (monthly)	Monthly/ [daily][hourly] rate	[Estimated person-months] [Months][days][hours] worked on the action]
			a	b
WORK PACKAGE 1	Name 1			
A.1 Employees (or equivalent)				
Select a staff category		monthly	0,00	0,00
Select a staff category		monthly	0,00	0,00
Other				
[category1]		Select a type of rate	0,00	0,00
[category2]		Select a type of rate	0,00	0,00

Sub-totals and totals are calculated automatically.

Consolidated table (participant) sheet

This sheet shows your budget overview, per work package and cost category. It is calculated automatically.

Consolidated table (project) sheet

This sheet shows the budget overview for the project, per beneficiary, work package and cost category. It needs to be assembled **manually** by the coordinator on the basis of the detailed budget tables/consolidated budget tables filled out by the participants.

Unprotect sheets

If case of absolute necessity, you can unprotect the sheets via the button below. Pay attention to not delete formula or change the configuration of the file. All lines or columns are needed for the macros. **Please be aware that any changes done by you, will be under your own responsibility**

START (DETAILED BUDGET TABLE (AG) — PROPOSAL/GRANT PREPARATION)

PROJECT DATA

Project number:	101142969	
Project acronym:	PWinPLan	
Participant short name:	MOI	
Participant PIC:	983636164	

WORK PACKAGES & TRAVELS

[illegible]

DETAILED BUDGET TABLE (ACTION GRANTS)									
---------------------------------------	--	--	--	--	--	--	--	--	--

[illegible]

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 estimated 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	
1. Salaries and wages	100
2. Social security contributions	20
3. Pension contributions	10
4. Health insurance contributions	10
5. Unemployment insurance contributions	10
6. Other personnel costs	10
Total	160

! 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	WP1							
	A.1 Employees (or equivalent)							
	Project managers	monthly	944,44	18,00	17 000,00			Coordinate the project. Communication between different members. Monitoring the progress of the project, identifying and solving problems as they arise, managing financial resources, communicating with the public.
	Technical personnel	monthly	1 000,00	18,00	18 000,00			Oversee all technical aspects of the project. Identify technical resources required for the project, monitor the work of technical staff. Maintain technical liaison with key stakeholders. Ensure that any technical equipment or platforms used by the team are in good working order at all times.
	Other							
	[category 1]	monthly	0,00	0,00	0,00			
	[category 2]	monthly	0,00	0,00	0,00			
	Total employees (or equivalent)				35 000,00			
	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		 Associated with document Ref. Ares(2023)7307367 - 26/10/2023			
	Total SME owners and natural person beneficiaries without salary					0,00					
	Total personnel for this WP					35 000,00					
Total personnel (all WPs)					35 000,00						
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	WP1										
	dev/imp		455 000,00					Updating the database of preferred languages and bringing it to the required form. Modification of the main module to allow the input of messages per language. Integration of operator databases and main module. SITREP reflection developments Testing			
	2 [Subcontract short name]		0,00								
	Total subcontracting for this WP		455 000,00								
Total subcontracting (all WPs)					455 000,00						
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	WP1										
	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	Associated with document Ref. Ares(2023)7307367 - 26/10/2023					
	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	WP1							
	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	WP1							
		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		 Associated with document Ref. Ares(2023)7307367 - 26/10/2023	
	3 Audit fees (CFS)	10 000,00			
	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		10 000,00			
Total goods, works and services (all WPs)		10 000,00			
Total purchase costs (all WPs)				10 000,00	
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)	500 000,00	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 (%)	7%			
	Total indirect costs	35 000,00			
Total indirect costs		35 000,00			
TOTAL COSTS PARTICIPANT				535 000,00	
PROJECT INCOME					
EU CONTRIBUTION (GRANT)					
		Amount (EUR)			
	Total costs	535 000,00	ATTENTION! Enter funding rate from the call conditions.		
	Single Funding rate (%)	95%			
	Maximum EU contribution	508 250,00			
	Requested EU contribution	508 250,00			
EU CONTRIBUTION		508 250,00			
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	Associated with document Ref. Ares(2023)7307367 - 26/10/2023				
	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	26 750,00					
OWN RESOURCES		26 750,00					
TOTAL INCOME PARTICIPANT		535 000,00					

Project number:	101142969
Project acronym:	PWinPLan
Participant short name:	MOI
Participant PIC:	983636164

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 WP1	35 000,00	0,00	455 000,00	0,00	0,00	0,00	0,00	0,00	10 000,00	N/A		500 000,00
TOTAL COSTS PARTICIPANT	35 000,00	0,00	455 000,00	0,00	0,00	0,00	0,00	0,00	10 000,00	0,00	35 000,00	535 000,00

DETAILED BUDGET TABLE (ACTION GRANTS)



Project number:	101142969
Project acronym:	PWinPLan

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

CONSOLIDATED COSTS PER WORK PACKAGE (PROJECT)									
---	--	--	--	--	--	--	--	--	--

PROJECT COSTS PER WORK PACKAGE

	A.1 Employees A.2 + A.3 Natural persons under direct contract and seconded persons	A.4 SME owners	B. Subcontracting costs	C. Purchase costs						D. Other cost categories	E. Indirect costs	Total
				C.1 Travel and subsistence	C.1 Travel	C.1 Accommodation	C.1 Subsistence	C.2 Equipment	C.3 Other goods, works and services	D.1 Financial support to third parties		
	a1 - a2	a3	b	c1	c1a	c1b	c1c	c2	c3	d1	e = flat-rate * (a1 + a2 + a3 + a5 + b [+ c1]) + [c1a + c1b + c1c] + c2 + c3 + d1 + d2 + d3 + d4 + d5 + d6)	

PARTICIPANT [MOI]

TOTAL COSTS PARTICIPANT (Proposal Step)	27 000,00		455 000,00								33 740,00	515 740,00
TOTAL COSTS PARTICIPANT (Grant Preparation Step)	17 000,00		455 000,00						10 000,00		33 740,00	515 740,00

PARTICIPANT [RIKS]

TOTAL COSTS PARTICIPANT <i>(Proposal Step)</i>	18 000,00										1 260,00	19 260,00
TOTAL COSTS PARTICIPANT <i>(Grant Preparation Step)</i>	18 000,00										1 260,00	19 260,00

ANNEX 2

ESTIMATED BUDGET FOR THE ACTION

	Estimated eligible ¹ costs (per budget category)										Estimated EU contribution ²				
	Direct costs									Indirect costs	Total costs	EU contribution to eligible costs			Maximum grant amount ⁶
	A. Personnel costs			B. Subcontracting costs	C. Purchase costs			E. Indirect costs ³	Funding rate % ⁴	Maximum EU contribution ⁵		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	E. Indirect costs					
	A.2 Natural persons under direct contract				Travel	Accommodation	Subsistence								
Forms of funding	Actual costs	Unit costs ⁷	Unit costs ⁷	Actual costs	Unit ⁷ or actual costs	Unit ⁷ or actual costs	Unit ⁷ or actual costs	Actual costs	Actual costs	Flat-rate costs ⁸					
	a1	a3	a4	b	c1a	c1b	c1c	c2	c3	e = flat-rate * (a1 + a3 + b + c1a + c1b + c1c + c2 + c3)	f= a + b + c + d + e	U	g = f * U%	h	m
1 - MOI	17 000.00	0.00	0.00	455 000.00	0.00	0.00	0.00	0.00	10 000.00	33 740.00	515 740.00	95	489 953.00	489 953.00	489 953.00
1.1 - RIKS	18 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 260.00	19 260.00	95	18 297.00	18 297.00	18 297.00
Σ consortium	35 000.00	0.00	0.00	455 000.00	0.00	0.00	0.00	0.00	10 000.00	35 000.00	535 000.00		508 250.00	508 250.00	508 250.00

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

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

³ 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.

⁴ See Data Sheet for the funding rate(s).

⁵ 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'.

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

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

⁸ 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 \(Annex 2a and 2b\)*](#)

ANNEX 4 UCPM MGA — MULTI + MONO

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

	Eligible ¹ costs (per budget category)										EU contribution ²				Revenues
	Direct costs								Indirect costs	Total costs	EU contribution to eligible costs			Total requested EU contribution	Income generated by the action
	A. Personnel costs			B. Subcontracting costs	C. Purchase costs			E. Indirect costs ²	Funding rate % ³		Maximum EU contribution ⁴	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		E. Indirect costs				
	A.2 Natural persons under direct contract				Travel	Accommodation	Subsistence								
	A.3 Seconded persons														
Forms of funding	Actual costs	Unit costs ⁵	Unit costs ⁵	Actual costs	Unit ⁵ or actual costs	Unit ⁵ or actual costs	Unit ⁵ or actual costs	Actual costs	Actual costs	Flat-rate costs ⁶					
	a1	a3	a4	b	c1a	c1b	c1c	c2	c3	e = flat-rate * (a1 + a3 + b +c1a + c1b + c1c + c2 + c3)	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).

① 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.

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

² 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.

³ See Data Sheet for the reimbursement rate(s).

⁴ 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.

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

⁶ 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 2015/444¹ 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

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.

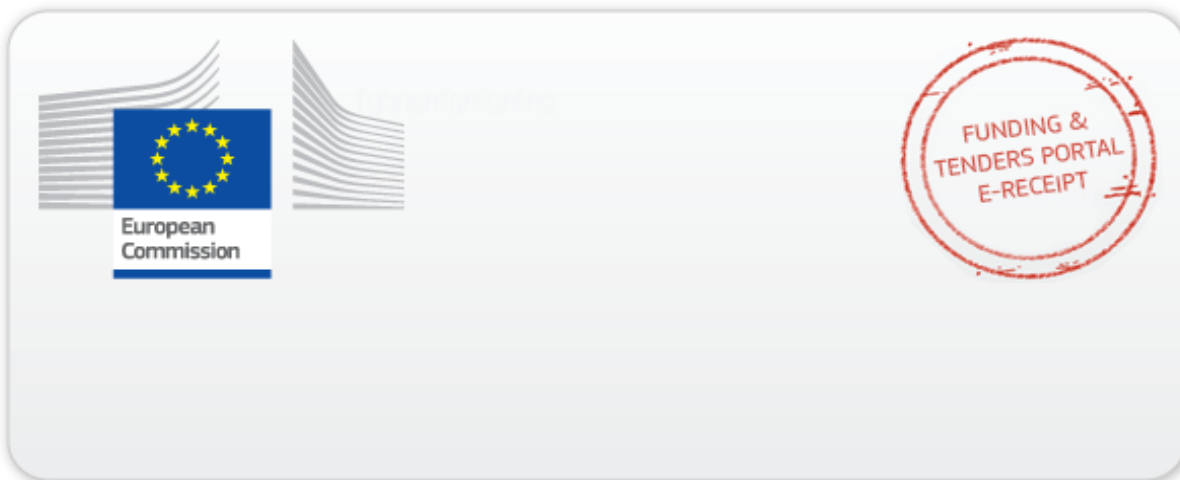
Transfer of assets at the end of the action

Where the call conditions provide for transfer of assets at the end of the action (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).



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