



EUROPE DIRECT

Call for proposals

SELECTION OF PARTNERS TO CARRY OUT ACTIVITIES AS EUROPE DIRECT CENTRES IN MALTA (2026-2030)

ED-2025-MALTA-FPA-SGA

Version 1.0 01.03.2025



EUROPEAN COMMISSION DIRECTORATE-GENERAL FOR COMMUNICATION

Valletta - Representation Malta

CALL FOR PROPOSALS

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1. Introduction

This is a call for proposals for the selection of partners to carry out activities as EUROPE DIRECT centres. **EUROPE DIRECT** centres are part of a **network** that **helps citizens** have a better understanding of the EU and its impact on their daily lives and feel more engaged in the European Union project.

The call is managed by the European Commission Representation in Malta.

The successful applicants (hereafter "partners") will sign a Framework Partnership Agreement with the European Commission Representation in Malta. The Framework Partnership Agreement will be implemented by signing annual Specific Grant Agreements. A partner may be awarded an annual grant each year upon an invitation to submit and consequent evaluation of an Annual Communication Plan for the following year (see section 8).

The annual grant amounts to € 40,000.00. It takes the form of a lump sum covering part of the costs of running a EUROPE DIRECT centre.

The partner commits to providing the additional financial and operational resources necessary to carry out activities as EUROPE DIRECT centre for the duration of the Framework Partnership Agreement, including premises, sufficient staffing levels, equipment and logistics, event organisation costs, communication materials and access to in-house expertise (where relevant) such as communication and social media expertise, administrative support, etc. (see section 6.4.1 and 6.4.2)

In addition to the grant, the European Commission and the European Parliament will provide the partners with timely information on topical EU issues, training, publications and networking opportunities.

The legal basis for this call is the <u>European Commissions' 2025 Work Programme</u> in the field of communication. Grants will be awarded based on the procedures set out in Title VIII of the <u>EU Financial Regulation</u>.

This call and the annual grant amounts are subject to the final adoption of the annual budget for the years covered by the Framework Partnership Agreement (2026-2030) by the EU budgetary authority.

Please note that the annual EU budgets for the years 2028 onwards fall under the next Multiannual Financial Framework of the European Union (2028-2034). This long-term spending plan sets out the EU's spending priorities and sets the financial constraints for the relevant annual EU budgets. It could hence have an impact on the grant amounts for EUROPE DIRECT activities as of 2028. The overall envelope assigned to communication actions under the next Multiannual Financial Framework depends on the decisions that will be taken in that respect by the relevant EU Institutions.

1.1 Scope of the call for proposals

This call for proposals establishes and ensures the continuous functioning of the EUROPE DIRECT network in Malta from 1 January 2026 to 31 December 2030.

The call aims to establish two EUROPE DIRECT centres in Malta (one in Malta and one in Gozo).

2. What is EUROPE DIRECT and how does it work?

2.1 Background

The EUROPE DIRECT network was set up by the European Commission in 2005 merging different types of EU information and documentation centres.

Since then, it has been at the forefront of the communication strategy of the European institutions, and it constitutes a unique tool to engage with citizens on EU-related topics at local and regional level.

The mission of the EUROPE DIRECT network is to bring the EU closer to its citizens.

EUROPE DIRECT centres are well connected with local communities (e.g. civil society associations, local networks, local media, schools, libraries, youth centres, business associations, local influencers, other EU outreach centres¹, etc.), know the topics of interest and sensitivities in their area, are experienced in communication and outreach and have the capacity to connect to citizens and engage in a dialogue about the EU and its benefits at general and local level.

2.2 Objectives of the EUROPE DIRECT network

The objectives of the EUROPE DIRECT network are:

- **to inform** about EU policies and actions, in particular those that have an impact at local level, thus increasing the visibility of such policies and actions;
- **to listen** to the concerns of citizens on issues that fall under EU responsibility and relay those concerns to the European Commission Representation in Malta;
- to engage with citizens in an open dialogue about the EU and its impact in their everyday lives to reinforce and/or create ownership of the European project and stimulate participation in the European democratic process;
- to contribute to European civic education²;
- to contribute to the creation of a European public sphere³.

2.3 Eligible activities

For the achievement of the objectives outlined in section 2.2, EUROPE DIRECT centres may undertake a wide range of communication and outreach activities. In deciding about the activities, the EUROPE DIRECT centre will take into account the **communication needs** based on the key priorities of the EU⁴, the characteristics of the area covered by

¹ In the "the European Union around me" map, applicants can view the EU outreach centres present in their area https://european-union.europa.eu/contact-eu/meet-us en

² Civic Education plays an important role in empowering young people to become active and engaged citizens. European civic education addresses the added value of working together at European level and the benefits of European integration. For an example of the type of material that can be used see "civic education package" in the EU Learning corner website https://learning-corner.learning-europa.eu/learning-materials/civic-education-package and the EP Youth Hub website https://youth.europarl.europa.eu/en/home

³ This refers to the exchange of opinions among citizens across the EU, discussing common problems and articulating possible solutions as a way to support the process of European integration.

⁴ For the purpose of this call for proposals, the applications should be guided by the European Commission 2024-2029 priorities: https://commission.europa.eu/priorities-2024-2029 en

the proposed EUROPE DIRECT operations⁵, hereafter "the area", (such as socioeconomic and demographic situation, main topics of concern of the population, etc.) and **current trends in communication**.

Below you will find some examples of possible activities of EUROPE DIRECT centres (the list is not exhaustive):

- information sessions, presentations, workshops at own premises or at the premises of the target audience (e.g. schools, enterprises, local media, local associations, etc);
- events (in person, online or hybrid event or series of events organized by the centre with or without cooperation of other parties);
- active participation at an event organised by a third party (e.g. with an info stand, moderating a workshop);
- direct contact and engagement activities with citizens (through (mobile) stands, games, quizzes, visits, etc.);
- engagement activities with citizens through social media (e.g. organising a competition);
- organization of events in cooperation with <u>EU local councillors</u>, and other EU outreach centres (see footnote 1);
- communication campaigns in local media (radio, TV, (online)newspaper) and social media channels including paid promotion;
- preparation⁶ and/or provision of targeted information and educational material on current EU topics to local media and multipliers⁷;
- dedicated info sessions for schools and teachers wanting to develop the EU in their curricula;
- design games, interactive activities and info material about the EU targeting specific audiences (e.g. youth, rural areas);
- debates (or participate as speaker/moderator) on current EU topics of interest in the area;
- exhibitions, performances and cultural activities conveying key messages about the EU and its values;
- promotion of events and activities organized by the European Commission, European Parliament and other EU outreach centres (see footnote 1) that are relevant for the citizens in the area;
- support to the implementation of EU institutional communication campaigns at local level including the campaign ahead of the European elections in 2029;
- activities aimed at promoting media literacy amongst citizens and stakeholders;

2.4 Working methods of the EUROPE DIRECT centres

2.4.1 General principles

EUROPE DIRECT centres do not represent or speak on behalf of the European institutions.

All activities of EUROPE DIRECT centres are **free of charge** for participants.

EUROPE DIRECT centres combine physical presence in the area (with premises and, if

⁵ The territory where the partner will implement communication activities throughout the five-year period.

⁶ Duplication with existing material produced by the EU institutions should be avoided. See footnote 13 for the available material.

⁷ For a definition of multipliers in the context of this call see section 2.4.7.

relevant, mobile capacity⁸) with **online** presence targeting local audience that supports and amplifies the in-person exchanges.

2.4.2 Neutrality - conflict of interest

EUROPE DIRECT centres must ensure at all times that they provide neutral and factual information about the EU as accurately as possible.

To maintain the centre's neutrality, staff working in a EUROPE DIRECT centre shall not engage in political activities. Duties of a political office are not compatible with exercising functions in a EUROPE DIRECT centre. When a member of staff of a EUROPE DIRECT centre runs for local, regional, national or European elections, the partner must inform immediately the European Commission Representation and propose a suitable replacement in line with the requirements of section 3.1.e and 3.2.

The partner should inform the European Commission of any situation or activity that could compromise the neutrality of the centre, or be perceived as non-neutral by third parties, even if it does not directly involve members of the staff running the EUROPE DIRECT centre.

Staff members of a EUROPE DIRECT centre may be engaged in other (remunerated) activities outside their tenure with the EUROPE DIRECT centre; however, these activities should not conflict with the duties and obligations of the centre. The partner will seek to avoid any (potential) conflict of interest between the activities of the EUROPE DIRECT centre and any other (commercial and political) activity of its staff members.

2.4.3 Branding and publicity

The branding for the EUROPE DIRECT centres is composed of the **EU emblem** (which is the flag of the EU) and beside it the **name of given EUROPE DIRECT**.



EUROPE DIRECT centres must clearly acknowledge the EU's contribution in all materials produced and in conjunction with activities for which the grant is used. To this end, EUROPE DIRECT centres are required to give prominence to the EUROPE DIRECT logo on all publications, posters, programmes and other products they produce under the co-financed project. The EUROPE DIRECT logo must be of the same size and prominence as the logo of the partner.

The European Commission will provide EUROPE DIRECT centres with a customized plate to be displayed in a visible place outside the building in which the centre is hosted.

EUROPE DIRECT centres should also use a disclaimer stating that the EU is not responsible for the views presented in the publications and communication materials produced by the centre.

2.4.4 Transparency

⁸ For example, an information van or a stand in an outdoor event or in a marketplace to engage with and inform citizens in person.

The EUROPE DIRECT centre shall communicate with the European Commission Representation in Malta in written form and in a timely manner about any situation that may have an impact on the implementation of the Annual Communication Plan.

In case of replacement of staff assigned to the activities of the EUROPE DIRECT centre, the requirements set out in points 3.1 (e) and 3.2 must be satisfied.

2.4.5 Reporting

EUROPE DIRECT centres must report to the European Commission Representation in Malta **in English** on a quarterly basis on the implementation of the Annual Communication Plan using the online tool provided by the European Commission and provide a Final Implementation Report (see section 8 and footnote 29).

2.4.6 Support and tools

EUROPE DIRECT centres will receive regular **updates** on topical EU issues from the European Commission and the European Parliament. In addition, the European Commission will organise **in-person and online meetings and trainings** at national and European level to allow for exchanges of knowledge, good practices and innovation, to foster synergies at national and EU level and to support cooperation across countries.

EUROPE DIRECT centres have privileged access to the services of <u>Europe Direct Contact</u> <u>Centre</u> for replying to questions from citizens.

EUROPE DIRECT centres have the status of Privileged Users for ordering bulk publications on the <u>EU Publications website</u>.

EUROPE DIRECT centres can resort via the European Commission Representation in Malta to the network of expert speakers of **Team EUROPE DIRECT**⁹ when organising workshops and debates on EU matters.

EUROPE DIRECT centres may resort to **Artificial Intelligence** (AI) tools to facilitate their work (e.g. customize information, preparing presentations, etc.). In doing so EUROPE DIRECT centres will ensure the tools used are compliant with the <u>EU AI Act</u> and the applicable rules for intellectual property, copyright and data protection. The EUROPE DIRECT centre shall ensure that any information material produced via such tools has been duly checked for accuracy. For more information see https://language-tools.ec.europa.eu/.

The <u>European Commission's Audiovisual Portal</u> contains a wealth of audiovisual material (news, videos, photos, podcasts). Unless otherwise indicated (e.g. in individual copyright notices), content owned by the EU on this website is licensed under the <u>Creative Commons Attribution 4.0 International (CC BY 4.0) licence</u>. This means that reuse is allowed, provided appropriate credit is given and changes are indicated.

2.4.7 Cooperation with other entities

EUROPE DIRECT centres are the partners of the **European Commission Representation** by virtue of the Framework Partnership Agreement.

EUROPE DIRECT centres also establish a privileged cooperation with the **European Parliament Liaison Office(s)** in the respective Member States.

⁹ Team EUROPE DIRECT is a network of independent and inspirational speakers and moderators, proficient in EU topics and communication, capable of conveying the activities of the EU to a broad audience.

This cooperation may take the form of, but is not limited to:

- supporting the organisation of visits of European Commissioners or Members of the European Parliament;
- co-organising local events and joint communication and outreach activities (including on social media), in particular on inter-institutional campaigns (Europe Day, International Women's Day, EU milestone anniversaries, etc.);
- promoting respective communication and engagement activities, in particular targeting youth - e.g. schools, universities, other educational entities, local educational bodies, young together.eu volunteers, etc;
- inviting and involving respective representatives and networks in their activities (such as Commissioners, Members of European Parliament, <u>EPAS schools</u>, together.eu volunteers) while respecting full political neutrality;
- cooperating in activities aimed at promoting media literacy amongst citizens, schools, and stakeholders;
- supporting the scheme "Back-to-School/Back-to-University"^{10.}

EUROPE DIRECT centres work in close **cooperation with each other** at **national** and **European** level (including the organisation of joint activities, where relevant co-creation of content about the EU, and the promotion and sharing of good practices). They also seek cooperation and synergies with **other EU outreach centres** (see footnote 1) and local contact points present in the area, like for example <u>EU Local Councillors</u> and European Documentation Centres.¹¹

EUROPE DIRECT centres establish regular contacts with **local media, as far as practicable,** and provide them with relevant information and content on EU policies and priorities and involve them in their activities with the public.

Where appropriate, EUROPE DIRECT centres work in cooperation with **local multipliers.** These are individuals, organizations, or networks that can help make EU initiatives more tangible and relevant for local audiences, contributing to a better understanding of the EU's role in their lives. Examples of local multipliers include, but are not limited to, community leaders active in social media, bloggers, vloggers, journalists, civil society organisations, NGOs, volunteers of the together.eu community etc.

In its contacts with **local schools and the academic community** (if the latter is present in the area), EUROPE DIRECT centres promote learning materials about the EU¹² and opportunities such as *Erasmus+*, *Youth Dialogues*¹³, *The Ambassador School Programme*¹⁴, *Euroscola*¹⁵, *European Youth Event*¹⁶ and (when applicable, Europa Experience centres¹⁷ in their Member State) and encourage more young people to take advantage of these

¹⁰ « Back-to-school/Back-to-university" is a European institutions' initiative, which aims to give young people the chance to get to know the European project from close up as EU staff become the 'face' of the EU for a day. EU staff visit schools or universities and host interactive discussions on current EU developments.

¹¹ European Documentation Centres support education and research on EU integration. They provide a selection of documents on European affairs and encourage the academic community to engage in the debate on the future of the EU. See Meet us, EU centres | European Union for a map of existing European Documentation Centres.

¹² https://learning-corner.learning.europa.eu/index_en

https://youth.europarl.europa.eu/educators.html

 $[\]frac{https://www.consilium.europa.eu/en/documents-publications/educational-resources-teach-learn-play/teaching-and-learning-for-secondary-and-higher-education/$

https://education.ec.europa.eu/resources-and-tools/online-platforms

¹³ Youth Policy Dialogues | European Youth Portal

¹⁴ Ambassador school | Youth Hub | European Parliament (europa.eu)

¹⁵ Euroscola | Youth Hub | European Parliament (europa.eu)

¹⁶ European Youth Event | European Youth Event | European Parliament (europa.eu)

¹⁷https://visiting.europarl.europa.eu/en/visitor-offer/other-locations/europa-experience

opportunities, enriching their experiences and broadening their perspectives.

2.4.8 Communicating with impact

EUROPE DIRECT centres will propose activities that have the highest impact in terms of:

- number of people reached;
- positive perception of the EU;
- increased engagement of citizens in the European project and its parliamentary democracy;
- reaching out to harder-to-engage groups depending on social, cultural, educational, or geographic factors.

EUROPE DIRECT centres should privilege activities that trigger a long-lasting effect on society.

In their Annual Communication Plans, EUROPE DIRECT centres will use **Key Performance Indicators**¹⁸. This will allow for the measurement of results and for adjusting strategies accordingly.

2.4.9 Flexibility

The basis for the work of a EUROPE DIRECT centre is its Annual Communication Plan¹⁹ (see section 8 and Annex 1). However, flexibility should be applied in its implementation to duly take into account **emerging communication needs** that could not be defined when the plan was drafted. Requests for adjustments of activities may come from the European Commission or the EUROPE DIRECT centre.

In all the cases above, the European Commission and the EUROPE DIRECT centre will communicate in a timely manner and agree in written form on the necessary changes in order to adapt communication activities accordingly.

Finally, EUROPE DIRECT centres must follow communication trends and developments and, if appropriate, adopt new channels and activities in their plans.

3. Requirements to carry out activities as EUROPE DIRECT centre

3.1 Basic requirements

All EUROPE DIRECT centres must have:

- a) premises where they can meet with their target audiences, accessible for people with disabilities;
- b) a dedicated phone number²⁰ and email address for the EUROPE DIRECT centre where they can be reached and reply to queries from citizens, different from the partners' phone and e-mail address;

¹⁸ Key Performance Indicators are measurable values that help organizations assess their success in achieving specific objectives. They are used to track progress, inform decision-making, and identify areas for improvement. For the purpose of this call, Key Performance Indicators help assess the success of individual activities of the Annual Communication Plan and adopt strategies to maximise their impact.

¹⁹ The Annual Communication Plan describes the activities of a EUROPE DIRECT centre in a given year, including communication priorities, target audiences, channels of communication, key performance indicators and ways of measuring achievement of expected results.

²⁰ Fixed line or mobile phone number. Once connected, callers should be greeted by staff who identify themselves as member(s) of the EUROPE DIRECT centre. Pre-recorded messages, prompting callers to leave a message, should open with the EUROPE DIRECT name. When nobody is available to answer the phone, a recorded message should inform about the opening hours and possibility to reach Europe Direct Contact Centre for the questions about the EU of a general nature. In no cases should callers be greeted with the name of the partner only, without mentioning the EUROPE DIRECT centre.

- c) online presence; 21
- d) access to regional/local press lists and lists of contacts (schools, local stakeholders, etc.) of the partner, where such lists and contacts exist;
- e) a contact person (hereafter "EUROPE DIRECT manager"²²) for the purpose of managing the centre, liaising with the European Commission and the European Parliament and overseeing the implementation of the Annual Communication Plan.

The basic requirements must be in place at the latest upon entry into force of the Framework Partnership Agreement.

3.2 Knowledge, skills and experience of the project team

The EUROPE DIRECT manager and the "project team", i.e. staff assigned to activities of the EUROPE DIRECT centre, must collectively possess the following knowledge, skills and experience:

- 1. Knowledge of the European Union, its functioning, institutional framework and policies;
- 2. Knowledge of how the EU policies and programmes have an impact in the area;
- 3. Knowledge of the regional political system and policy making;
- 4. Knowledge of topics of concern in the area, the challenges faced by the local community and their attitude towards the European Union;
- 5. Knowledge of current communication trends;
- 6. Strong verbal and written communication skills in Maltese and English;
- 7. C2 level of English as described in the <u>self-assessment tool under the Common European Framework of Reference for Languages</u>;
- 8. Experience with public speaking to a wide range of audiences;
- 9. Experience working with journalists, handling press inquiries, and building relationships with media outlets;
- 10. Experience in managing social media platforms, including content creation (images, videos, graphics, blogs, etc.), audience engagement, community management and online reputation;
- 11. Experience in event design and management;
- 12. Experience in measuring communication activities.

4. Who can submit an application? Eligible applicants

Applicants must be legal entities established in Malta and belonging to one of the following categories:

- public body, such as municipality or other level of local/regional authority;
- private body with public mission²³;
- federation/association of local authorities;

²² For a detailed description of the tasks of the EUROPE DIRECT manager, see annex 3.

²¹ See annex 4.

²³ A private sector body with a public service mission can be recognised as such by the national law of the country of registration. If such a law does not exist, the Commission will take into account the following factors (among others) when deciding whether an applicant fulfils the definition:

⁻ the applicant is a purely non-profit organisation (i.e. it has no commercial interests); or

⁻ its budget for such a mission is mainly provided by the state or by public authorities or by another non-profit organisation; or

⁻ its tasks are performed on behalf of the state/public authorities or a non-profit organisation and are therefore deemed to be in the public interest.

- non-profit organisation;
- associations and foundations;
- civil society organisations;
- social partner;
- educational or training establishment.

Natural persons are not eligible.

Only applications by sole applicants are allowed (no consortium); however, affiliated entities²⁴ and subcontracting may be included in the application, if needed. Subcontracting should normally constitute a limited part (no more than 30%) and must be performed by third parties (not by the partner or its affiliated entities).

5. How to submit an application and documents required

All proposals must be submitted directly online via the <u>Funding & Tenders Portal Electronic Submission System</u> in any <u>EU language</u>. Paper and email applications are NOT accepted.

Proposals must be submitted using the forms provided inside the Submission System.

Submission is a **2-step process**:

Step 1. create a user account and register your organisation (unless you already have one)

To use the Submission System (the only way to apply), all applicants need to <u>create an EU Login user account</u>.

Once the EU Login account is set, the applicant must <u>register its organisation</u> in the Participant Register. When the registration is finalised, the applicant will receive a 9-digit participant identification code (PIC).

Step 2. submit the proposal

Access the Electronic Submission System via the Topic page in the <u>Search Funding & Tenders</u> section.

Submit your proposal in 2 parts, as follows:

- Part A includes administrative information about the applicant organisation.
 Please use the following naming convention to identify your proposal: 2025-MT-ED-Name of centre. Fill it in directly online;
- Part B covers the technical content of the proposal (a 5-year communication strategy and an Annual Communication Plan for 2026).

Download the mandatory Word templates from the Submission System (<u>template for application form and declaration on honour, see (a) and (b) below</u>), fill them in and upload them as a PDF file.

²⁴ Affiliated entities — Applicants may participate with affiliated entities (i.e. entities linked to a partner which participate in the action with similar rights and obligations as the partner, but do not sign the grant agreement and therefore do not become partner themselves). They will get a part of the grant amount and must therefore comply with all the call conditions and be validated (just like partners); If affiliated entities participate in the project, the applicant must provide documents demonstrating the affiliation link between the affiliated entity and the applicant.

For the rest of the required information (see (c), (d), (e) below) the applicant can use its own templates and upload them as PDF file.

The full list of required documents is:

- a) <u>Application form</u> (to be downloaded from the Portal Submission System, completed and re-uploaded) describing the type of EUROPE DIRECT centre proposed (premises, equipment, budget etc), the 5-year communication strategy and the Annual Communication Plan 2026;
- b) <u>Declaration on honour</u> (to be downloaded from the Portal Submission System, completed and re-uploaded) confirming that the information in the application is correct and complete and that the applicant complies with the conditions for receiving EU funding (especially eligibility, financial and operational capacity, exclusion, etc);
- c) <u>list of previous relevant projects</u> (key projects in communication and outreach about the EU for the last 2 years);
- d) CV (standard Europass format) of proposed EUROPE DIRECT manager;
- e) <u>List</u> of proposed <u>project team</u> with a description of the <u>knowledge</u>, <u>skills and experiences</u> of the team members that match the requirements explained in section 3.2 using specific examples.

Applicants may be asked at a later stage for further documents (for legal entity validation, financial capacity check, bank account validation, confirmation of operational capacity etc).

The proposal must be submitted **before the call deadline** (see section 9). After this deadline, the system is closed, and proposals can no longer be submitted.

Once the proposal is submitted, the applicant will receive a **confirmation e-mail** (with date and time of the application). If the applicant does not receive this confirmation e-mail, it means the proposal has NOT been submitted. In case of suspicion of fault in the Submission System, the applicant should immediately file a complaint via the <u>IT Helpdesk webform</u>, explaining the circumstances and attaching a copy of the proposal (and, if possible, screenshots to show the fault).

Details on processes and procedures are described in the <u>Online Manual</u>. The Online Manual also contains the links to FAQs and detailed instructions regarding the Portal Electronic Exchange System.

5.1 Budget

The estimated budget for running activities as EUROPE DIRECT centre included in the application form must have revenue and expenditure in balance.

The budget must be drawn up in €.

Applicants must ensure that the resources necessary to carry out activities as EUROPE DIRECT centres are not entirely funded by the EU grant.

Co-financing of the action may take the form of:

- the applicant's own resources;
- financial contributions from third parties.

Overall co-financing may also include in-kind contributions, own or from third parties, i.e. non-financial resources made available free of charge.

5.2 Technical content

In part B of the submission, applicants are invited to present the following:

- a five-year communication strategy explaining opportunities and challenges of communicating about the EU in the area, the main target audiences to be addressed and the applicant's ability and competence in implementing the described strategy. The communication strategy should include evidence-based justification of the choices proposed and an indication of expected long-term impact;
- an Annual Communication Plan for 2026, describing the main actions and topics, milestones, target audiences, preferred channels, cooperation with third parties, expected outputs and results.

In writing the proposal, applicants will take into account the mission and objectives of EUROPE DIRECT centres explained above (sections 2.1 and 2.2), the specific situation of the area and the **European Commission 2024-2029 priorities**²⁵ with a focus on those topics that are more relevant in the area.

The applicant will include Key Performance Indicators of output (such as number of events, number of participants and number of posts) and where possible of outcome/result in the 2026 Annual Communication Plan.

The applicant will describe how it will measure the Key Performance Indicators and will provide a baseline (e.g. expected output/outcome).

6. Evaluation of applications

An **evaluation committee** will assess all applications. Proposals will first be checked for formal requirements (admissibility, eligibility and exclusion). For those proposals found admissible and eligible, the applicants' financial and operational capacity will be assessed. The applications will then be evaluated against the award criteria and ranked according to their scores (see section 1.1).

6.1 Admissibility

Proposals must be submitted before the **call deadline 17 June 2025 (17:00 CET Brussels)** (see timetable in section 9) in one of the <u>EU official languages</u>.

Proposals must be submitted **electronically** via the Funding & Tenders Portal Electronic Submission System (accessible via the Topic page in the <u>Search Funding & Tenders</u> section). Paper or email submissions are NOT possible.

Proposals must be **complete** and contain all the requested information and all required annexes and supporting documents (see section 5).

The application must be **readable**, **accessible and printable** (please check carefully the layout of the documents uploaded).

6.2 Eligibility

For details on eligible applicants see section 4.

Unless already registered, applicants must register (see section 5) in the <u>Participant Register</u> — before submitting the proposal — and will have to be validated by the Central Validation Service (REA Validation). For the validation, they will be requested to upload documents showing legal status and origin.

²⁵ See footnote 4.

• For more information, see <u>Rules for Legal Entity Validation, LEAR Appointment and Financial Capacity Assessment</u>.

Applicants must fulfil the budget and co-financing conditions set out in section 5.1. Entities not fulfilling these conditions are not eligible for funding.

6.3 Exclusion

The Commission shall not award a grant to an applicant who:

- (a) is in an exclusion situation listed in Article 138(1) and 143 of the <u>Financial</u> Regulation; or
- (b) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information; or
- (c) was previously involved in the preparation of documents used in the award procedure where this entails a breach of the principle of equal treatment, including distortion of competition, that cannot be remedied otherwise.

The initial verification of non-exclusion of applicants will be done on the basis of the submitted declaration on honour refered to in section 5 and consultation of the European Union's <u>Early Detection and Exclusion System</u> (EDES). The declaration must be signed by an authorised representative of the entity providing the declaration. At any time during the grant procedure, the Commission may request the documents mentioned in the declaration on honour as supporting evidence on non-exclusion (the documentary evidence) at short notice.

For a list of economic operators excluded from participation in grant award procedures see EDES data base.

6.4 Selection criteria

It is to be ensured that applicants, affiliated entities and subcontractors are not subject to EU restrictive measures adopted under Article 29 of the Treaty on the European Union or Article 215 of the Treaty on the Functioning of the EU, consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly, or of an asset freeze. The prohibition applies throughout the whole duration of the grant.

It is further to be ensured that applicants fulfil the below financial and operational capacity.

6.4.1 Financial capacity

Applicants must have **stable and sufficient sources** of funding to maintain their activity throughout the duration of the grant.

The applicants' financial capacity will be assessed based on the submitted declaration on honour (see section 5) and on the financial information in part B of the submission.

Additional supporting documents may be requested, if needed, to confirm the financial capacity of any applicant. If the Commission considers that the financial capacity is insufficient, it will reject the application.

6.4.2 Operational capacity

Applicants must have the **know-how, qualifications, resources** and **experience** to successfully run a EUROPE DIRECT centre and implement the Annual Communication Plan

(including infrastructure, human resources and sufficient experience in projects of comparable size and nature).

For a detailed list of requirements see sections 3.1 and 3.2.

The operational capacity will be assessed based on the submitted declaration on honour, the information provided in the application form, the list of previous relevant projects, the CV of the proposed EUROPE DIRECT manager and a list of proposed project team (see section 5).

Additional supporting documents may be requested, if needed, to confirm the operational capacity of any applicant.

6.5 Award criteria

The technical content of the application will be assessed against the following award criteria:

For part 1 - communication strategy 2026-2030

- 1. Relevance (15 points):
 - Clarity and consistency of the assessment of communication needs in the area considering the socioeconomic and demographic situation, perception of the EU, main topics of concern of the population and relevant Commission priorities.

2. Quality (20 points):

 Description of the application's qualities for the purposes of addressing the communication needs in the area, quality of the solutions proposed and clear identification of target groups and channels.

3. Impact (15 points):

 Expected long-term impact of results on target groups including activities that set up a process with long lasting effects.

For part 2 - Annual Communication Plan 2026

- 4. Relevance (15 points):
 - Consistency of the objectives of Annual Communication Plan 2026 with part 1 of the proposal (communication strategy 2026-2030).

5. Quality (20 points):

 Comprehensive coverage of the objectives of the EUROPE DIRECT centre as explained in section 2.2 and clear links between the identified target groups and the channels and activities proposed.

6. Impact (15 points):

 Appropriate use of relevant key performance indicators (see footnote 19 and section 2.4.8).

	Award criteria	Minimum pass score on each category	Maximum score on each category
Part 1 – communication strategy 2026-2030	Relevance	9	15
	Quality	12	20
	Impact	9	15
Part 2- Annual Communication Plan 2026	Relevance	9	15
	Quality	12	20
	Impact	9	15
	Overall (pass) scores	70	100

Maximum points: 100 points.

Individual thresholds per criterion: (see table above).

Overall threshold: 70 points.

7. Award procedure

Proposals that pass both the individual and the overall thresholds will be considered for funding — within the limits of the available budget. Other proposals will be rejected.

Applications that have reached the minimum score will be ranked in order of merit, i.e. according to the number of points received. The Commission will award the grant to the applications with the highest score until the minimum number of EUROPE DIRECT centres (as stated in section 1.1) is reached or until the annual budget earmarked for the cofinancing of the communication activities of EUROPE DIRECT centres in Malta has been reached.

The applications that score enough to be considered but for which there is not enough budget will be placed on a reserve list. If additional budgetary appropriations become available, those applicants may be contacted in the order of their ranking.

The validity of the reserve list is 31/12/2029.

All applicants will be individually informed about the evaluation result (**evaluation result letter**). Successful applicants will be invited for grant preparation (see section 8 for more details); other applicants will be put on the reserve list or rejected.

Please note that invitation to grant preparation does NOT constitute a formal commitment for funding. The Commission will proceed to make various legal checks before grant award: legal entity validation, financial capacity, exclusion check, etc.

If an applicant believes that the evaluation procedure was flawed, it has the opportunity to submit a **complaint** (following the deadlines and procedures set out in the evaluation result letter).

8. Legal and financial set-up following the award procedure

If the application is selected, a **Framework Partnership Agreement**²⁶ detailing the conditions of cooperation will be sent to the applicant together with information on how to formalise the agreement.

The Commission Representation will sign a Framework Partnership Agreement (1 January 2026 – 31 December 2030) with successful applicants, followed by a **Specific Grant Agreement**²⁷ for the 2026 Annual Communication Plan.

The award of a Specific Grant Agreement for a given year does not establish an entitlement for subsequent years.

Each year, within the period covered by the Framework Partnership Agreement, the Commission Representation in Malta will invite partners to submit proposals for the following year's **Annual Communication Plan**. It will evaluate the applications submitted against the award criteria (see section 6.5). Annual Specific Grant Agreements can be signed subject to a positive evaluation of the application and to approval of the EU budget by the EU budgetary authority.

At this stage, the exclusion and selection criteria will not be re-examined. Partners must report any change in circumstances since they signed the Framework Partnership Agreement that could affect the exclusion and selection criteria.

The Commission Representation reserves the right to verify compliance with exclusion and selection criteria at any time during the term of the Framework Partnership Agreement.

The grant for the Annual Communication Plan will take the form of a **lump sum** contribution amounting to € 40,000.00.

The grant will be paid provided the Annual Communication Plan is implemented as per submitted proposal.

A **pre-financing payment** of 70% of the grant amount awarded will be executed within 30 calendar days from the entry into force of the Specific Grant Agreement (it enters into force on the date on which the last party signs, January of the given year).

The **payment of the balance** is executed 60 calendar days following submission of the Final Implementation Report²⁸ fulfilling the requirements.

The Commission calculates the final grant amount at the time of the balance payment. This involves the following steps:

- The Commission determines if the actions were carried out as per the submitted application.
- The balance payment amounts to the grant amount minus pre-financing.

 $^{^{\}rm 26}$ A model Framework Partnership Agreement is available in annex 5.

²⁷ A model Specific Grant Agreement is available in annex 6.

²⁸ The Final Implementation Report describes how the Annual Communication Plan was implemented, including any changes as compared to the submitted proposal and justification for such changes.

The Commission may reduce the grant amount if the Annual Communication Plan has not been implemented properly (i.e. if it has not been implemented or has been implemented poorly, partially, or late), or if another obligation under the Specific Grant Agreement has been breached.

The amount of the reduction will be proportionate to the degree to which the Annual Communication Plan has not been implemented. If the total of the prefinancing payment is higher than the final grant amount, the partner will be asked to pay back the difference (recovery).

There will be no interim payments.

Please be aware that payments will be automatically lowered if the partner has outstanding debts towards the EU (granting authority or other EU bodies). Such debts will be offset by the Commission — in line with the conditions set out in the Specific Grant Agreement.

The Specific Grant Agreement provides for measures to take in case of breach of contract (and other non-compliance issues).

For more information, see mode Framework Partnership Agreement in Annex 5 and model Specific Grant Agreement in Annex 6.

9. Timetable and deadlines

Timetable and deadlines (indicative)	
Call opening:	6 May 2025
Deadline for submission:	17 June 2025 - 17:00 CET (Brussels)
Evaluation:	July-October 2025
Information on evaluation results:	November 2025
Framework Partnership Agreement signature:	December 2025
Specific Grant Agreement signature:	January 2026

10. Help

For more information on the application process see:

- Guide for applicants (see annex 7)
- Online Manual
- Portal FAQ (for general questions).

Please also consult the Topic page regularly for call updates.

Contact

For individual questions on the Portal Submission System, please contact the <u>IT Helpdesk</u>.

Non-IT related questions should be sent to the following email address: $\underline{\text{comm-rep-}}$ $\underline{\text{mt@ec.europa.eu}}$.

Please clearly indicate the reference of the call and topic to which your question relates.

Questions will be accepted in writing only to the e-mail address stated above, until 9 June 2025. Please note that no questions will be answered by telephone.

Questions & Answers will be published at <u>Tenders and contracts - European Commission</u>, within five working days of receipt.

Annex 1: Application form

Proposal for EUROPE DIRECT centre		
Name of the centre:	EUROPE DIRECT [insert name of town/area where the centre is located]	
Name of applicant organisation:		
Profile of applicant (tick what applies):	□public body	
	☐ private body with public mission	
	☐ federation/association of local authorities	
	☐ non-profit organisation	
	□ association/foundation	
	☐ civil society organisation	
	□ social partner	
	☐ educational or training establishment	
Area of proposed EUROPE DIRECT activities:	[Insert the territory where the partner will implement communication activities throughout the five-year period, municipalities/districts/provinces/regions, if possible, using NUTS classification]	
Name of EUROPE DIRECT manager:	[first name FAMILY NAME]	

Budget ²⁹	
Expenditure: (total cost of running activities as EUROPE DIRECT centre in 2026):	€
Revenue: (EU grant + Partner contribution, third party contribution)	
EU grant for 2026	€ 40.000
Financial contribution of the partner	€
Third party contribution	€

21

Total revenue	€
Union funding	
Has the applicant or any of the affiliated en action or part of the action or for its function	ntities received or applied for any Union funding for the same ing during the same financial year?
No □	
Yes □	
[If the answer is yes, please specify the value	ue of the grant and the Union programme concerned]

Premises of EUROPE DIRECT centre	
Location:	[Insert the address of the centre]
Purpose:	[Describe the use of the venue: e.g. for provision of information, organisation of events, exhibitions, etc.]

1. Communication strategy 2026-2030

The communication strategy 2026-2030 will be assessed against the following criteria:

- Relevance (15 points): Clarity and consistency of the assessment of communication needs in the area considering the socioeconomic and demographic situation, perception of the EU, main topics of concern of the population and relevant Commission priorities.
- Quality (20 points): Description of the application's qualities for the purposes of addressing the communication needs in the area, quality of the solutions proposed and clear identification of target groups and channels.
- Impact (15 points): Expected long-term impact of results on target groups including activities that set up a process with long lasting effects.

The communication strategy for a EUROPE DIRECT centre for the years 2026-2030 should contain a needs analysis in line with the objectives of the EUROPE DIRECT network (section 2.2 of the call) and the European Commission 2024-2029 priorities.

What issues/challenge/gaps/opportunities in communicating about the EU in the area do you aim to address? What are the main objectives you plan to achieve? (e.g. "by 2030 70% of youth in my area are informed about learners/job mobility opportunities across Europe", "by 2030 100% of schools in the

area are aware of learning material about the EU and 50% have introduced new activities regarding the EU in their curriculum", "by 2029 70% of 16 years old and above in the area have heard about the European elections and know how to participate").

The communication strategy defines who you are talking to, why you are talking to them, how and when you will talk to them, what form of communication the content should take and what channels you should use to share it.

When setting objectives, explain:

- main communication challenges and information gaps in your area linked to the EU, and how you are going to address them;
- how these objectives will contribute to achieving the overall mission of the EUROPE DIRECT centre;
- what is your communication goal (inform, raise awareness, engage, change opinion or behaviour towards the EU etc);
- which target audiences you will reach, why and how;
- who you are going to cooperate with (networks present on the ground, media, multipliers etc;)
- the desired impact of the centre in your area by the end of the 5 years of operations. How will the target groups benefit concretely from the EUROPE DIRECT centre and what would change for them?

[Insert text]			

2. Annual communication plan 2026

The Annual Communication Plan 2026 will be assessed against the following criteria:

- Relevance (15 points): Consistency of the objectives of Annual Communication Plan 2026 with part 1 of the proposal (communication strategy 2026-2030).
- Quality (20 points): Comprehensive coverage of the objectives of the EUROPE DIRECT centre as explained in section 2.2 of the call and clear links between the identified target groups and the channels and activities proposed.
- Impact (15 points): Appropriate use of relevant key performance indicators (see footnote 19 and section 2.4.8 of the call).

The Annual Communication Plan 2026 translates the objectives and goals of the five-year communication strategy into concrete actions that respond to the identified needs in the section above. A communication plan gives clear purpose and specific tasks to staff and allows for tracking progress towards achievement of the communication objectives set in your communication strategy. It contains the main actions, methodology to be used, tools, milestones, target audiences, channels, timing and expected outputs and results.

When explaining the methodology and/or tools and channels indicate why they are the most suitable for achieving your communication objectives and reaching out to the target audiences. In addition, describe whether you are working with other parties (and which ones) and how you are working with them to amplify the impact of activities.

The Annual Communication Plan will include Key Performance Indicators of output (such as number of events, number of participants and number of posts) and where possible of outcome/result in 2026. It will also describe how the indicators will be measured and will provide a baseline (e.g. "activity: information stand on EUROPE DAY event organised by municipality – expected number of direct exchanges with visitors 80).

The Annual Communication Plan is to be written in table form. It is recommended that the Annual Communication Plan starts with a brief introduction about the priorities chosen for 2026 and the logic behind this choice.

Activity 1		
Objective:	[Indicate the specific objective of this activity and to which objective/identified need of the 5-year communication strategy is linked]	
Short description:		
Target audience:		
Channels, tools, methodology:		
Timing:	[for repetition actions mention frequency, for one-off activities mention duration and moment of the year when the activity takes place, e.g. first quarter of 2026 or 9 May 2026]	
Expected output:	[indicate a target and how you will measure the output]	
Expected result (optional):	[indicate a target and how you will measure the result]	

Annex 2: Declaration on honour

VAT registration number:

('the person')

If the application is submitted by applicant together with affiliated entities or by more than one entity satisfying the criteria for being awarded a grant and as ONE entity, to be treated as 'the sole beneficiary', this declaration on honour shall be drafted either:

(i)by the applicant to declare in its name and on behalf of its affiliated entities and/or entities forming 'sole beneficiary'; OR

(ii) by the applicant and its affiliated entities and/or entities forming 'sole beneficiary' separately to declare each in their own name

Declaration on honour

Ref selection of partners to carry out activities as europe direct in [country]

reference to the call for proposals ...

the following entity:
Full official name:
Official legal form:
Statutory registration number:
Full official address:

The undersigned [insert the name of the person signing this form], representing:

which has been authorised to sign the present declaration on behalf of the following other persons³⁰:

[insert names of other entities on behalf of which the declaration is being signed]

(1) declares that [the] [each] entity is eligible in accordance with the criteria set out in the specific call for proposals;

³⁰ Please also consult the call for proposals in case specific options are defined to sign the declaration

- (2) declares that [the] [each] entity has the required financial and operational capacity as set out in the specific call for proposals³¹, and complies with the requirements of sections 2.4 and 3 of the call for proposals);
- (3) declares that [the] [each] entity has not received any other Union funding to carry out the action subject of this grant application and commits to declare immediately to the Commission any other such Union funding it would receive until the end of the action.

<u>If any of the above requirements is not satisfied, please indicate in annex to this declaration</u> which and the name of the concerned person with a brief explanation.

I – Situations of exclusion concerning the person

- (4) declares that [the] [each] person/entity is <u>not</u> in one of the following situations. <u>If yes,</u> please indicate in annex to this declaration which situation and the name(s) of the concerned person with a brief explanation.
- a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law;
- it has been established by a final judgement or a final administrative decision that it is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- c) it has been established by a final judgement or a final administrative decision that it is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibity where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
 - (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility and selection criteria or in the performance of a contract, an agreement or a grant decision;
 - (ii) entering into agreement with other persons with the aim of distorting competition;
 - (iii) violating intellectual property rights;
 - (iv) unduly influencing or attempting to unduly influence the decision-making process to obtain Union funds by taking advantage, through misrepresentation, of a conflict of interests involving any financial actors or other persons referred to in Article 61(1) of Financial Regulation (FR);
 - (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
 - (vi) incitement to discrimination, hatred or violence against a group of persons or a member of a group or similar activities that are contrary to the values on which the Union is founded enshrined in Article 2 Treaty on European Union (TEU), where such misconduct has an impact on the person or entity's integrity which negatively affects or concretely risks affecting the performance of the legal commitment.

³¹ This does not apply to affiliated entities except if their financial capacity and operational capacity is necessary due to the fact that the beneficiary composed of these affiliated entities does not have the required capacity itself.

- d) it has been established by a final judgement that it is guilty of any of the following:
 - (i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
 - (ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws:
 - (iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;
 - (iv) money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;
 - (v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
 - (vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract, an agreement or a grant decision financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;
- f) it has been established by a final judgment or final administrative decision that it has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;
- g) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
- h) (only for legal persons and entities without legal personality) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g);
- i) the entity or person has intentionally and without proper justification resisted an investigation, check or audit carried out by an authorising officer or its representative or auditor, OLAF, the EPPO, or the Court of Auditors. It shall be considered that the person or entity resists an investigation, check or audit when it carries out actions with the goal or effect of preventing, hindering or delaying the conduct of any of the activities needed to perform the investigation, check or audit. Such actions shall include, in particular, refusing to grant the necessary access to its premises or any other areas used for business purposes, concealing or refusing to disclose information or providing false information.
- (4.1.) declares that, for the situations referred to in points (c) to (i) above, in the absence of a final judgement or a final administrative decision, the person is :
 - i. subject to facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office in respect of those Member States participating in enhanced cooperation pursuant to Regulation (EU) 2017/1939, the Court of Auditors, the European Anti-Fraud Office or internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer;

- ii. subject to non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
- iii. subject to facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;
- iv. subject to information transmitted by Member States implementing Union funds;
- v. subject to decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or

subject to decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

II – situations of exclusion concerning a natural person who is essential for the award or the implementation of the action or work programme subject to the grant application³²

- (5) declares that a natural person who is essential for the award or for the implementation of the action subject to the grant application is **not** in one of the following situations **If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation**:
 - Situation (c) above (grave professional misconduct)
 - Situation (d) above (fraud, corruption or other criminal offence)
 - Situation (e) above (significant deficiencies in performance of a contract)
 - Situation (f) above (irregularity)
 - Situation (q) above (creation of an entity with the intent to circumvent legal obligations)
 - Situation (i) above (resistance to an investigation, check or audit carried out by an authorising officer or its representative or auditor, OLAF, the EPPO, or the Court of Auditors)
 - Situation (4.1.) above

III – Situations of exclusion concerning beneficial owners and <u>natural or legal persons</u> with power of representation, decision-making or control

Not applicable to natural persons, Member States and local authorities

(6) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned person(s), or who has powers of representation, decision or control with regard to the above-mentioned person(s) (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the

³² Where the natural person has been defined in the grant application as essential for the award or for implementation of the legal commitment in the meaning of Article 138(5)(c) Financial Regulation (e.g. principal investigator in a research project)

person(s) (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is **not** in one of the following situations. **If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation.**

- situation (c) above (grave professional misconduct)
- situation (d) above (fraud, corruption or other criminal offence)
- situation (e) above (significant deficiencies in performance of a contract)
- situation (f) above (irregularity)
- situation (g) above (creation of an entity with the intent to circumvent legal obligations)
- situation (h) above (person created with the intent to circumvent legal obligations)
- situation (i) above (resistance to an investigation, check or audit carried out by an authorising officer or its representative or auditor, OLAF, the EPPO, or the Court of Auditors)
- situation (4.1.) above

IV – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the person

<u>This section applies only to declarations that include a person for which a</u> <u>natural or legal person assumes unlimited liability for debts</u>

- (7) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned person(s) is **not** in one of the following situations. **If yes, please** indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation.
 - situation (a) above (bankruptcy)
 - situation (b) above (breach in payment of taxes or social security contributions)

V – Grounds for rejection from this procedure

(8) declares that the [the] [each] person:

was <u>not</u> previously involved in the preparation of documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise. <u>If yes, please indicate in annex to this</u> <u>declaration the name(s) of the concerned person(s) with a brief explanation</u>.

VI - Remedial measures

If the person(s) declare one of the situations of exclusion listed above, it/they must indicate measures it/they has/have taken to remedy the exclusion situation, thus demonstrating its/their reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VII – Evidence upon request

The Commission may request any person subject to this declaration to provide information and the applicable evidence on any natural or legal person that is member of an administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and controle structure and beneficial owners, as well as on a natural persons who are essential for the award or for the implementation of the action or work programme subject to the grant application.

The Commission may request any person subject to this declaration to provide the applicable evidence concerning the person itself and the natural or legal persons which assume unlimited liability for the debts of the person.

Evidence may be requested as follows:

For situations described in (a), (c), (d),(f), (g) and (h) production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the entity showing that those requirements are satisfied.

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the entity is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

If selected to be awarded a grant, the person subject to this declaration accept(s) the terms and conditions laid down in the grant agreement.

The above-mentioned person must immediately inform the Commission of any changes in the situations as declared.

The person subject to this declaration may be subject to rejection from this procedure and to administrative sanctions (exclusion) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name Date Signature

Annex 3: Tasks of EUROPE DIRECT manager

- Serve as the main contact person of the EUROPE DIRECT centre for the European Commission and the European Parliament;
- Manage and coordinate the centre's activities on a daily basis;
- Sign off the Annual Communication Plan in the online reporting system to be put at their disposal by the European Commission;
- Monitor the progress of the Annual Communication Plan implementation and report on the implementation in English on a quarterly basis in the online reporting system to be put at their disposal by the European Commission;
- Sign off the Final Implementation Report;
- Manage the budget for the implementation of the Annual Communication Plan;
- Manage the project team;
- Develop an annual social media strategy, oversee the management of the centre website/webpage (if relevant) and design an annual public relations strategy that promotes the centre in the region;
- Lead on intelligence gathering and analysis of relevant policy developments and media debates to identify opportunities to promote the European Union and report on nascent negative trends in public opinion to the European Commission Representation in Malta;
- Lead on building and maintaining relationships with key individuals and groups in policymaking, business, the media and wider and civil society, in order to build a network of allies Represent the centre at offline and online trainings, meetings and other events organised by the European Commission in Malta and abroad.

Annex 4: Guidelines on social media and web presence

These guidelines are not exhaustive and may be updated periodically to reflect changes in the media landscape, embrace emerging communication trends and ensure sustained compliance with the European Commission policies.

INTRODUCTION

The core of successful communication in the current environment is the use of online tools, i.e. social media and web. This also applies to contacts with the local media and other stakeholders as these turn to social media to discover what is happening and to web to find background information. The guidelines that follow are designed to help you maintain a responsible and professional online presence.

SCOPE

The partner must ensure mandatory online presence of the centre through social media. The partner may also have extended online presence, i.e. social media in combination with website/webpage. Webpage is mandatory when the partner has its own website. In this case, the centre's webpage must be hosted on the partner's website. The stand-alone website is not mandatory.

The European Commission may provide extra guidance regarding content and visual identity as it sees fit. The partner should act in conformity with the guidance.

SOCIAL MEDIA:

- Depending on the type of social media you will select, please use a business page or brand your account/page;
- Place the EUROPE DIRECT logo at the top corner of the page/account;
- Add a link to the website of the Representation of the European Commission and the European Parliament Liaison Office in your country;
- Include up-to-date information about the EU tailored to local needs;
- Avoid engaging in controversial or polarizing topics unless authorized and do not engage with trolls and negative comments;
- Notify the Representation of the European Commission in your country if there are any questions or concerns raised about your posts;
- Make sure it is clear you are not speaking on behalf of the European Union please refer to Section 2.4.1;
- Consider including original material, reposting material from the European Commission and the European Parliament in your country, other EU institutions, agencies or programmes relevant to the needs of your audience;
- Posting at least once a week should be the minimum;
- Posts should be in the national language(s) (with rare exceptions);
- Consider promoting of cross-posting and cross-signposting;
- Cross-posted material should be of interest to your target audience or the target audience of the particular social media;
- Images should be copyright free or with the proper copyright notice;
- You may resort to Artificial Intelligence tools to facilitate your work please refer to the AI provision under Section 2.4.6;
- Keep track of your social media metrics. You will be required to report on the number of posts and number of followers at the end of the year.

WEB:

- Place the EU flag, together with the EUROPE DIRECT logo, at the top corner and add the following text under the logo: You want to find out more about the European Union?
- Add a link to the website of the Representation of the European Commission and the European Parliament Liaison Office in your country;
- Include up-to-date information about the EU tailored to local needs;
- Incorporate contact details, the possibility of subscribing to a newsletter (if any), and links to other relevant institutions/EU networks and link to the <u>"Europe</u> around me" map;
- Add a search bar and clickable social media icons on the homepage;
- The website/webpage should be secure (https and not http);
- The website/webpage should be mobile responsive, i.e. they should look on a
 mobile as if they were designed for a mobile and are not just a website/webpage
 viewed via a mobile;
- You need to ensure that, as far as practicable, everyone, including people with disabilities, such as visual, hearing, motor or cognitive impairments, is able to use and interact with your website/webpage. For more information, please consult the <u>European Commission web accessibility requirements</u>;
- You may resort to Artificial Intelligence tools to facilitate your work please refer to the AI provision under Section 2.4.6.

SOCIAL MEDIA AND WEBSITE/WEBPAGE:

- Use colours that follow the EUROPE DIRECT visual style (see section 2.4.3);
- Images should be copyright free or with the proper copyright notice; EUROPE DIRECT centres shall comply with all laws and regulations on intellectual property rights. To this end, EUROPE DIRECT centres will ensure the proper use of all materials and work developed or shared as part of their operation and that such use complies with third-party intellectual property rights (copyright, trademarks, design rights and other intellectual property rights);
- Graphics should be consistent in their design style, including font and size;
- Visuals should be of good quality and respond to the screen size, i.e. high
 resolution, sharp, clear details without pixelation or blurriness and adapt in size
 when zooming in or out of the website/webpage;
- Use videos and reels, which should have good quality sound and clear subtitles, with captions tailored to the audience of each platform.

Add the following information to your social media and website/webpage (if any), while customising the text in *italics*:

Who we are

EUROPE DIRECT in [the Partner to add the name of the centre] is member of the Europe Direct network in [the Partner to add the country], which in turn is part of a Europe-wide network of centres, active in the entire European Union. We make Europe accessible to you and help you engage in debates on the future of the EU. The network is managed by the European Commission. You can contact us with questions about the EU policies, programmes and priorities and engage in a dialogue about the EU and its benefits at local level.

All our services are carried out free of charge for the citizens involved. Please note that we cannot offer legal advice or interpret EU legislation. To find out more about the centres in the EU Member States, including [the Partner to add the country], please click here.

Annex 5: Model Framework Partnership Agreement



EUROPEAN COMMISSION

Directorate-General for Communication

Representation in ...



FRAMEWORK PARTNERSHIP AGREEMENT

Project [insert number] — [insert acronym]

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':

[COO legal name (short name)], PIC [number], established in [legal address],

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

If only one beneficiary signs the framework partnership ('mono-beneficiary framework partnership'), 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 this Agreement.

By signing this Agreement and the accession forms, the beneficiaries accept the framework partnership and agree to implement it and the grants entered into by the coordinator on

their behalf, in accordance with the framework partnership agreement and the grant agreements and with all the obligations and the terms and conditions they set out.

This Agreement is composed of:

Preamble

Terms and Conditions (including Data Sheet)

Annex 1 Action Plan

Annex 2 Not applicable

Annex 3 Accession forms (if applicable) 33

³³ Template published on

TERMS AND CONDITIONS

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DATA SHEET

1. Project (framework partnership)

Project number: [project number, e.g. 690850]

Project name: [full title]

Project acronym: [acronym]

Call: [call ID, e.g. ED-2021-GERMANY-FPA]

Topic: [topic ID, e.g. ED-2021-GERMANY-FPA]

Type of action: ED Framework Partnerships

Granting authority: European Commission - EU

Grant managed through EU Funding & Tenders Portal: No

Project starting date³⁴: [01/01/2026]

Project end date: [31/12/2030] Project duration: [60 months]

2. Participants

List of participants:

Num Short Count Role Legal name PIC Entry date Exit date name ry [countr COO [date] y] ΑE [countr 1.1 y] Total

This date must normally be the first day of a month and later than the entry into force of the agreement. The RAO can decide on another date, if justified by the applicants. However, the starting date may not be earlier than the submission date of the grant application – except if provided for by the basic act or in cases of extreme urgency and conflict prevention (Article 196 EU Financial Regulation 2024/2509).

CHAPTER 1 GENERAL

1.1.1.1. ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement establishes a long-term cooperation ('framework partnership') for the award of EU grants.

1.1.1.2. ARTICLE 2 — DEFINITIONS

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

- Actions The projects carried out in the specific grants awarded under the framework partnership.
- Grants The specific grants awarded under the framework partnership.
- Participants Entities participating in the framework partnership as beneficiaries, affiliated entities or associated partners.
- Beneficiaries (BEN) The signatories of this Agreement (either directly or through an accession form).
- Affiliated entities (AE) Entities affiliated to a beneficiary within the meaning of Article 190 of EU Financial Regulation 2024/2509³⁵ which participate in the actions under the framework partnership 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 actions under the framework partnership, but without the right to charge costs or claim contributions.
- 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 FRAMEWORK PARTNERSHIP

1.1.1.3. ARTICLE 3 — FRAMEWORK PARTNERSHIP

3.1 Framework partnership — Action plan

For the definition, see Article 190 Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) ('EU Financial Regulation') (OJ L, 2024/2509, 26.9.2024): "affiliated entities [are]:

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

⁽b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 138(1) and 143(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".

The framework partnership is awarded to [insert project number] — [insert acronym] ('framework partnership').

The objectives and activities to be implemented under the framework partnership are set out in the 'action plan' in Annex 1.

3.2 Award of grants — Grant agreements

The granting authority may award grants for the activities set out in the action plan.

Grant applications will be selected following invitations to submit a proposal.

The beneficiaries are not obliged to submit any proposals.

The granting authority will decide on the award following an evaluation in line with the procedures and award criteria set out in the invitation.

If the granting authority decides to award a grant to the beneficiaries, it will propose to conclude a grant agreement.

The following types of grant agreements are available under this framework partnership:

- Europe Direct Lump Sum SGA (as published on the Portal)

- .

For all grant agreements entered into under the framework partnership agreement, the beneficiaries commit to accept the grants and agree to implement the actions under their own responsibility and in accordance with the grant agreements, with all the obligations and conditions they set out.

1.1.1.4. ARTICLE 4 — DURATION AND STARTING DATE

The duration and the starting date of the framework partnership are set out in the Data Sheet (see Point 1). This period cannot be extended.

All grant agreements under the framework partnership must be signed before the end of the framework partnership.

CHAPTER 3 FRAMEWORK PARTNERSHIP IMPLEMENTATION

1.1.1.5. ARTICLE 5 — CONSORTIUM: BENEFICIARIES AND OTHER PARTICIPANTS

The framework partnership consortium is made up of the beneficiaries set out in the Preamble **[**OPTION if selected for the grant: and the following:

- /affiliated entities:
 - [**AE legal name (short name)**], PIC [number], linked to [BEN legal name (short name)]
 - [AE legal name (short name)], PIC [number], linked to [BEN legal name (short name)]
 [same for more AE]]

Only participants that are part of the framework partnership consortium can apply for grants, but not all participants in the framework partnership consortium must participate in all grants.

1.1.1.6. ARTICLE 6 — PROPER IMPLEMENTATION OF THE FRAMEWORK PARTNERSHIP

The beneficiaries must respect the objectives of the framework partnership and implement it as described in Annex 1 and endeavour to achieve those objectives also in the implementation of the grants awarded under the partnership.

The beneficiaries must maintain relations of mutual co-operation and regular and transparent exchanges of information with the granting authority on:

- the implementation and follow-up of the action plan and the grants and
- other matters of common interest related to the framework partnership.

CHAPTER 4 SUSPENSION AND TERMINATION

1.1.1.7. ARTICLE 7 — FRAMEWORK PARTNERSHIP SUSPENSION

Any of the parties may request the suspension of the framework partnership on duly justified grounds.

The party suspending the Agreement must submit a request for **amendment** (see Article 10), 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, to set the resumption date (one day after suspension end date), extend the duration of the partnership and make other changes necessary to adapt the partnership to the new situation (see Article 10) — unless the partnership has been terminated (see Article 8). 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.

1.1.1.8. ARTICLE 8 — FRAMEWORK PARTNERSHIP OR BENEFICIARY TERMINATION

8.1 Termination of the Agreement

Any of the parties may request the termination of the framework partnership on duly justified grounds.

The party terminating the Agreement must submit a request for **amendment** (see Article 10), with:

- the reasons why 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.

Termination does not release the parties from their obligations under the ongoing grant agreements under the framework partnership, unless they have also been terminated.

Neither party may claim damages due to termination by the other party.

8.2 Beneficiary termination

Not applicable

CHAPTER 5 FINAL PROVISIONS

1.1.1.9. ARTICLE 9 — COMMUNICATION BETWEEN THE PARTIES

Communications must be made following the same rules and procedures as those set out in the grant agreements.

1.1.1.10. ARTICLE 10 — AMENDMENTS

The parties may request amendments under the same conditions and procedures as those set out in the grant agreements.

- 1.1.1.11. ARTICLE 11 ACCESSION AND ADDITION OF NEW BENEFICIARIES
- 1.1.1.12. Not applicable ARTICLE 12 TRANSFER OF THE AGREEMENT

Transfers of mono-beneficiary framework partnership agreements are possible under the same conditions and procedures as those set out in the grant agreements.

1.1.1.13. ARTICLE 13 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

For applicable law and settlement of disputes, the same rules and procedures apply as those set out in the grant agreements.

1.1.1.14. ARTICLE 14 — 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 forename/surname/function] [signature] Done in [English]

For the granting authority [forename/surname] [signature] Done in [English]

[date] [stamp] [date] [stamp]

ANNEX 1

ACTION PLAN

ACCESSION FORM FOR BENEFICIARIES36

[BEN legal name (short name)], PIC [number], established in [legal address]

hereby agrees

to become coordinator

in Agreement [insert number] — [insert acronym] ('the Agreement')

between [COO legal name (short name)] **and** the European Union ('EU'), represented by the European Commission ('European Commission' or 'granting authority'),

By signing this accession form, the beneficiary accepts the grant and agrees to take on the obligations and role of coordinator and to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out as from [[insert date]][the date of the signature of the accession form][the date of entry into force of the amendment] ('accession date')— if the granting authority agrees with the request for amendment.

SIGNATURE

For the beneficiary /new beneficiary/new coordinator [forename/surname/function] [signature]
Done in [English] [date] [stamp]

³⁶ Template published on <u>Portal Reference Documents</u>.

Annex 6: Model Specific Grant Agreement



EUROPEAN COMMISSION

Directorate-General for Communication

Representation in ...



SPECIFIC GRANT AGREEMENT Project [insert number] — [insert acronym]

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':

[COO legal name (short name)], PIC [number], established in [legal address],

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 action³⁷

Annex 2 Estimated budget for the action

Annex 3 Accession forms (if applicable) 38

Annex 4 Model for the financial statements

Annex 5 Specific rules (if applicable)

³⁷ Template published on <u>Portal Reference Documents</u>.

³⁸ Template published on <u>Portal Reference Documents</u>.

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DATA SHEET

1. General data

Project number: [project number, e.g. 690850]

Project name: [full title]

Project acronym: [acronym]

Call: [call ID, e.g. ED-2021-GERMANY-SGA]

Topic: [topic ID, e.g. ED-2021-GERMANY-SGA]

Type of action: ED Lump Sum Grants

Granting authority: European Commission - EU

Grant managed through EU Funding & Tenders Portal: No

Framework Partnership Agreement No [insert number] — [insert acronym]

Project starting date³⁹: fixed date: [dd/mm/yyyy]

Project end date: [dd/mm/yyyy]

Project duration: [number of months, e.g. 12 months]

Consortium agreement: No

2. Participants

List of participants:

Num ber	Role	Short name	Legal name	Count ry	PIC	Total eligible costs (BEN and AE)	Total eligible contributio ns	Maximum grant amount	Entry date	Exit date
1	COO			[countr y]		n/a	[amount]	[amount]	[date]	
1.1	AE			[countr y]		n/a	[amount]	[amount]		
			Total			n/a	[amount]	[amount]		

3. Grant

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

Maximum grant amount	Maximum grant amount
(Annex 2)	(award decision)
[amount]	[amount]

This date must normally be the first day of a month and later than the entry into force of the agreement. The RAO can decide on another date, if justified by the applicants. However, the starting date may not be earlier than the submission date of the grant application – except if provided for by the basic act or in cases of extreme urgency and conflict prevention (Article 196 EU Financial Regulation 2024/2509).

Grant form: Lump Sum **Grant mode:** Action grant

Budget categories/activity types: Lump sum contributions

Cost eligibility options: n/a

Budget flexibility: No

4. Reporting, payments and recoveries

4.1 Progress reporting (art 21)

Progress reporting 40: Yes (every [number] month(s))

4.2 Final report and payments

Reporting and payment schedule (art 21, 22):

Reporting				Payments		
Reporting periods Type Deadline			Deadline	Туре	Deadline (time to pay)	
RP No	Month fro	m Month to				
					Initial prefinancing	30 days from entry into force/financial guarantee (if required) – whichever is the latest
3	[number]	[number]	Final report	60 days after end of reporting period	Final payment	60 days from receiving final report

Prefinancing payments and guarantees:

Prefinancing pa	ayment		Prefinancing guarantee				
Type Amount		Guarantee amount	Division per participant				
Prefinancing 1 (initial)	70%	n/a					

Progress report should be added if there are long reporting periods linked to payments (additional prefinancing or interim/final payment) – depending on the programme, typically more than 12 or 18 months.

Reporting and payment modalities (art 21, 22):

Mutual Insurance Mechanism (MIM): No

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

No-profit rule: n/a

Late payment interest: ECB + 3.5%

Bank account for payments:

[IBAN account number and SWIFT/BIC, e.g. IT75Y0538703601000000198049;

GEBABEBB]

Conversion into euros: n/a

Reporting language: Language of the Agreement

4.3 Certificates (art 24)

n/a

4.4 Recoveries (art 22)

First-line liability for recoveries: n/a

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

6. Other

Specific rules (Annex 5): Yes

- IPR, results and background, access rights and rights of use
 - Rights of use on results for communication and dissemination purposes
- Communication in paper grants

Standard time-limits after project end:

Confidentiality (for X years after final payment): 5

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

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

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

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

CHAPTER 1 GENERAL

1.1.1.15. ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement sets out the rights and obligations and terms and conditions applicable to the grant awarded under Framework Partnership Agreement No [insert number] — [insert acronym] for the implementation of the action set out in Chapter 2.

1.1.1.16. ARTICLE 2 — DEFINITIONS

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

- Action The project which is being funded in the context of this Agreement.
- Grant The grant awarded in the context of this Agreement.
- EU grants Grants awarded by EU institutions, bodies, offices or agencies (including EU executive agencies, EU regulatory agencies, EDA, joint undertakings, etc).
- Participants Entities participating in the action as beneficiaries, affiliated entities, associated partners, third parties giving in-kind contributions, subcontractors or recipients of financial support to third parties.
- Beneficiaries (BEN) The signatories of this Agreement (either directly or through an accession form).
- Affiliated entities (AE) Entities affiliated to a beneficiary within the meaning of Article 190 of EU Financial Regulation 2024/250941 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).

For the definition, see Article 190 Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) ('EU Financial Regulation') (OJ L, 2024/2509, 26.9.2024): "affiliated entities [are]:

(c)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)];

(d) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 138(1) and 143(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".

- In-kind contributions In-kind contributions within the meaning of Article 2(38) of EU Financial Regulation 2024/2509, i.e. non-financial resources made available free of charge by third parties.
- Fraud Fraud within the meaning of Article 3 of EU Directive 2017/1371⁴² and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995⁴³, 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 2988/95⁴⁴.
- Grave professional misconduct Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave professional misconduct within the meaning of Article 138(1)(c) of EU Financial Regulation 2024/2509⁴⁵.
- 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

1.1.1.17. ARTICLE 3 — ACTION

The grant is awarded for the action [insert project number] — [insert acronym] ('action'), as described in Annex 1.

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).

⁴³ OJ C 316, 27.11.1995, p. 48.

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).

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

1.1.1.18. 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

1.1.1.19. ARTICLE 5 — GRANT

5.1 Form of grant

The grant is an action grant 46 which takes the form of a lump sum grant for the completion of work packages.

5.2 Maximum grant amount

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

5.3 Funding rate

Not applicable

5.4 Estimated budget, budget categories and forms of funding

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

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

Annex 2 also shows the types of contributions (forms of funding)⁴⁷ to be used for each work package.

5.5 Budget flexibility

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

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

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

1.1.1.20. ARTICLE 6 — ELIGIBLE AND INELIGIBLE CONTRIBUTIONS

6.1 and 6.2 General and specific eligibility conditions

For the definition, see Article 183(2)(a) EU Financial Regulation 2024/2509: **'action grant**' means an EU grant to finance "an action intended to help achieve a Union policy objective".

⁴⁷ See Article 125 EU Financial Regulation 2024/2509.

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

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

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

6.3 Ineligible contributions

'Ineligible contributions' are:

- (a) lump sum contributions that do not comply with the conditions set out above (see Article 6.1 and 6.2)
- (b) lump sum contributions for activities already funded under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following case:
 - (i) Synergy actions: not applicable
- (c) other⁴⁸:
 - (i) country restrictions for eligible costs: not applicable.

6.4 Consequences of non-compliance

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

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

CHAPTER 4 GRANT IMPLEMENTATION

SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS

1.1.1.21. 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

⁴⁸ Condition must be specified in the call.

that this part is implemented by someone else (without being entitled to an increase of the maximum grant amount and subject to an amendment; see Article 39). The *financial* responsibility of each beneficiary in case of recoveries is governed by Article 22.

The beneficiaries (and their action) must remain eligible under the EU programme funding the grant for the entire duration of the action. Lump sum contributions will be eligible only as long as the beneficiary and the action are eligible.

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

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

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

However, coordinators which are public bodies may delegate the tasks set out in Point (b)(ii) last indent and (iii) above to entities with 'authorisation to administer' which they have created or which are controlled by or affiliated to them. In this case, the coordinator retains sole responsibility for the payments and for compliance with the obligations under the Agreement.

Moreover, coordinators which are 'sole beneficiaries'⁴⁹ (or similar, such as European research infrastructure consortia (ERICs)) may delegate the tasks set out in Point (b)(i) to (iii) above to one of their members. The coordinator retains sole responsibility for compliance with the obligations under the Agreement.

The beneficiaries must have **internal arrangements** regarding their operation and coordination, 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.

1.1.1.22. ARTICLE 8 — AFFILIATED ENTITIES

[OPTION 1 if selected for the grant: The following entities which are linked to a beneficiary will participate in the action as 'affiliated entities':

- [**AE legal name (short name)**], PIC [number], linked to [BEN legal name (short name)]
- [**AE legal name (short name)**], PIC [number], linked to [BEN legal name (short name)]

[same for more AE]

⁴⁹ For the definition, see Article 190(2) EU Financial Regulation 2024/2509: "Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the **sole beneficiary**, including where it is specifically established for the purpose of implementing the action financed by the grant."

Affiliated entities can charge costs and lump sum 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).]

[OPTION 2: Not applicable]

1.1.1.23. 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 (no lump sum contributions) and the costs for their tasks are not eligible (may not be included in the estimated budget in Annex 2).

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

9.3 Subcontractors

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

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

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

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

9.4 Recipients of financial support to third parties

Not applicable

1.1.1.24. ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

10.1 Non-EU participants

Not applicable

10.2 Participants which are international organisations

Not applicable

10.3 Pillar-assessed participants

Not applicable

SECTION 2 RULES FOR CARRYING OUT THE ACTION

1.1.1.25. 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.

1.1.1.26. 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.

1.1.1.27. ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

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

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

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

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

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

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

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

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

The confidentiality obligations no longer apply if:

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

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

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision $2015/444^{50}$ and its implementing rules).

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

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).

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.

1.1.1.28. ARTICLE 14 — ETHICS AND VALUES

14.1 Ethics

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

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

14.2 Values

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

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

14.3 Consequences of non-compliance

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

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

1.1.1.29. 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 2018/1725⁵¹.

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

15.2 Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation $2016/679^{52}$).

They must ensure that personal data is:

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

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

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

15.3 Consequences of non-compliance

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

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

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

16.1 Background and access rights to background

of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

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

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

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

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

16.2 Ownership of results

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

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

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

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

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

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

- (g) the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority and
- (h) **processing**, analysing, aggregating the materials, documents and information received and **producing derivative works**.

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

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

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

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

16.4 Specific rules on IPR, results and background

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

16.5 Consequences of non-compliance

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

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

1.1.1.31. 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):





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.

1.1.1.32. ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

Not applicable

SECTION 3 GRANT ADMINISTRATION

1.1.1.33. ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

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

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

19.2 Participant Register data updates

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

19.3 Information about events and circumstances which impact the action

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

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

(b) circumstances affecting:

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

19.4 Consequences of non-compliance

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

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

1.1.1.34. ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

The beneficiaries must — at least until the time-limit set out in the Data Sheet (see Point 6) — keep records and other supporting documents to prove the proper implementation of the action (proper implementation of the work and/or achievement of the results as described in Annex 1) in line with the accepted standards in the respective field (if any); beneficiaries do not need to keep specific records on the actual costs incurred.

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

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

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

20.2 Consequences of non-compliance

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

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

1.1.1.35. ARTICLE 21 — REPORTING

21.1 Progress reporting

The beneficiaries must regularly report on the progress and deliverables of the action through the Europe Direct Reporting Tool, in accordance with the schedule set out in the Data Sheet (see Point 4.1).

The Europe Direct Reporting Tool is not accessible through the Funding & Tenders Portal but separately through a weblink provided by the granting authority.

21.2 Final report

In addition, the beneficiaries must provide a final report to request payment, in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2).

The final report includes a technical and financial part.

The technical part includes an overview of the action implementation. It must be prepared using the consolidated report generated in the Europe Direct Reporting Tool and the supporting documents required in the call conditions (if any).

The financial part includes:

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

By signing the financial statement, the coordinator confirms that:

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

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

21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

21.4 Reporting language

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

21.5 Consequences of non-compliance

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

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

1.1.1.36. ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUF

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 final payment or afterwards - it turns out that the granting authority has paid too much and needs to recover the amounts undue.

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

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).

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

Not applicable

22.3.3Interim payments

Not applicable

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

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

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the maximum grant amount

Not applicable

<u>Step 3 — Reduction due to the no-profit rule</u>

Not applicable

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

 $\{$ final grant amount

minus

{prefinancing and interim payments made (if any)}}.

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

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

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

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

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

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

- formally notifying the intention to recover, the final grant amount, the amount to be recovered and the reasons why

- requesting observations within 30 days of receiving notification.

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

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

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

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

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

Step 1 — Calculation of the revised total accepted EU contribution

$\underline{\text{Step 1}-\text{Calculation of the revised total accepted EU contribution}}$

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

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

If the revised final grant amount is lower than the beneficiary's final grant amount, 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 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) financial guarantee(s): not applicable
- (C)joint and several liability of beneficiaries: not applicable
- (d) joint and several liability of affiliated entities: not applicable or
- (e) by taking legal action (see Article 43) or, provided that the granting authority is the European Commission or an EU executive agency, by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2024/2509.

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

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366⁵³ 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 reference rate applied by the European Central Bank (ECB) for its main refinancing operations in euros, plus the percentage specified in the Data Sheet (Point 4.2). The ECB reference rate to be used is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

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

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

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

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).

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

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

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

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

1.1.1.37. ARTICLE 23 — GUARANTEES

Not applicable

1.1.1.38. ARTICLE 24 — CERTIFICATES

Not applicable

- 1.1.1.39. ARTICLE 25 CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS EXTENSION OF FINDINGS
- 25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

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

25.1.2 Project reviews

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

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

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

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

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

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

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

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

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

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

25.1.3 Audits

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

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

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

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

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

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

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

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

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

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

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

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

25.3 Access to records for assessing simplified forms of funding

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

25.4 OLAF, EPPO and ECA audits and investigations

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

- the European Anti-Fraud Office (OLAF) under Regulations No $883/2013^{54}$ and No $2185/96^{55}$
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 263 of EU Financial Regulation 2024/2509.

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

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

25.5 Consequences of checks, reviews, audits and investigations — Extension of findings **25.5.1 Consequences of checks, reviews, audits and investigations in this grant**

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

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

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

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

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

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).

⁵⁵ Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning onthe-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).

25.5.2 Extension from other grants

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

- (a) the beneficiary concerned is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned together with the list of grants affected by the findings within the time-limit for audits set out in the Data Sheet (see Point 6).

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

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

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

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

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

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

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

25.6 Consequences of non-compliance

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

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

1.1.1.40. 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 timelimit 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

1.1.1.41. ARTICLE 27 — REJECTION OF CONTRIBUTIONS

27.1 Conditions

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

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

Ineligible lump sum contributions will be rejected.

27.2 Procedure

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

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

27.3 Effects

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

1.1.1.42. ARTICLE 28 — GRANT REDUCTION

28.1 Conditions

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

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

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

28.2 Procedure

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

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

28.3 Effects

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

SECTION 2 SUSPENSION AND TERMINATION

1.1.1.43. ARTICLE 29 — PAYMENT DEADLINE SUSPENSION

29.1 Conditions

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

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

29.2 Procedure

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

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

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

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

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

1.1.1.44. ARTICLE 30 — PAYMENT SUSPENSION

30.1 Conditions

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

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of

ethics or security rules (if applicable), failure to cooperate with checks, reviews, audits and investigations, etc.), or

(b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5).

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

30.2 Procedure

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

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

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

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

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

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

During the suspension, no prefinancing will be paid to the beneficiaries concerned.

1.1.1.45. ARTICLE 31 — GRANT AGREEMENT SUSPENSION

31.1 Consortium-requested GA suspension

31.1.1 Conditions and procedure

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

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

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

the expected date of resumption.

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

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

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

31.2 EU-initiated GA suspension

31.2.1 Conditions

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

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

(c)other:

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

31.2.2 Procedure

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

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

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

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

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

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

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

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

1.1.1.46. 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 **final report** (for the open reporting period until termination).

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the lump sum contributions for activities implemented before the end of work date (see Article 22). Partial lump sum contributions

for work packages that were not completed (e.g. due to technical reasons) may exceptionally be taken into account.

If the granting authority does not receive the report within the deadline, no contributions will be taken into account. 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

Not applicable

32.3 EU-initiated GA or beneficiary termination

32.3.1 Conditions

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

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40)
- (b) a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)
- (c) following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (d) implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (e) a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)
- (f) a beneficiary (or person with unlimited liability for its debts) is in breach of social security or tax obligations
- (g) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has been found guilty of grave professional misconduct
- (h) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
- (i) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created

under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)

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

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 **final report** (for the last open reporting period until termination).

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

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

If the granting authority does not receive the report within the deadline, no contributions will be taken into account.

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**:

Not applicable

SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS

1.1.1.47. 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.

1.1.1.48. ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other

public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 137 to 148 EU Financial Regulation 2024/2509 and Articles 4 and 7 of Regulation $2988/95^{56}$).

SECTION 4 FORCE MAJEURE

1.1.1.49. 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

1.1.1.50. ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

For grants which are not managed through the EU Funding & Tenders Portal (see Data Sheet, Point 1), the specific rules set out in Annex 5 apply.

1.1.1.51. 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.

1.1.1.52. ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES

In accordance with Regulation No $1182/71^{57}$, 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.

⁵⁶ 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*).

⁵⁷ Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).

'Days' means calendar days, not working days.

1.1.1.53. 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 signed request for amendment.

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.

1.1.1.54. ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

Not applicable

1.1.1.55. 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 signed accession form (see Annex 3) signed by the new beneficiary 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).

1.1.1.56. 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.

1.1.1.57. 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).

1.1.1.58. 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
[forename/surname/function]
[signature]
Done in [English]

For the granting authority [forename/surname] [signature] Done in [English]

[date] [stamp]

[date] [stamp]

ANNEX 1

DESCRIPTION OF THE ACTION

ANNEX 2

ESTIMATED BUDGET

ACCESSION FORM FOR BENEFICIARIES58

[BEN legal name (short name)], PIC [number], established in [legal address]

hereby agrees

to become coordinator

in Agreement [insert number] — [insert acronym] ('the Agreement')

between [COO legal name (short name)] **and** the European Union ('EU'), represented by the European Commission ('European Commission' or 'granting authority'),

By signing this accession form, the beneficiary accepts the grant and agrees to take on the obligations and role of coordinator and to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out as from <code>[insert date]][the date of the signature of the accession form][the date of entry into force of the amendment]</code> ('accession date')— if the granting authority agrees with the request for amendment.

SIGNATURE

For the beneficiary /new beneficiary/new coordinator [forename/surname/function] [signature]
Done in [English] [date] [stamp]

⁵⁸ Template published on <u>Portal Reference Documents</u>.

ANNEX 4

MODEL FOR THE FINANCIAL STATEMENTS



ANNEX 5

SPECIFIC RULES

<u>INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16)</u>

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:

- (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 hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file
- (c) **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
- (d) **translation** (including inserting subtitles/dubbing) in all official languages of EU
- (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, including if there is licensed background, any of the rights or modes of exploitation set out in this provision
- (h) processing, analysing, aggregating the results and producing derivative works
- (i) **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).

GRANTS MANAGED OUTSIDE THE FUNDING & TENDERS PORTAL

For grants managed outside the Funding & Tenders Portal (see Data Sheet, Point 1):

- communications (Article 36) must not be made through the Portal,
 but on paper to the following addresses:
 - for the beneficiaries: legal address specified in the Portal Participant Register
 - for the granting authority: official mailing address indicated on its website
- communications must be made in writing and clearly identify the grant agreement (project number and acronym)
- formal notifications must be sent by registered post with proof of delivery to the addresses above and 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
- progress reporting and deliverables (Article 21.1) are not set out in the Portal Continuous Reporting tool, but in Annex 1; they must not be uploaded in the Portal, but in the Europe Direct Reporting Tool
- final reports and financial statements (Article 21.2) are not signed and submitted through the Portal Periodic Reporting tool, but must be sent to the granting authority on paper (as formal notification)
- amendments and supporting documents (Article 39) are not encoded and signed in the Portal Amendment tool, but must be signed on paper and sent to the granting authority (as formal notification); the same is true for accession forms (Articles 40 and 41).

However, the following rules still apply:

- information stored in the Participant Register must be kept up to date (Article 19.2)
- the templates to be used are those published on Portal Reference Documents (Articles 21, 23 and 24)

- data processing by the granting authority is subject to the Portal Privacy Statement (Article 15).

Annex 7: Guide for applicants

EUROPE DIRECT (2026 – 2030)

Guide for Applicants

27 January 2025

IMPORTANT NOTICE

The **Guide for Applicants** is a general user guide that aims to explain to **applicants** the main rules that apply to the submission of their proposals.

It covers action grants awarded under the EUROPE DIRECT grant procedure managed by Directorate-General for Communication through the <u>EU Funding & Tenders Portal</u> ('Portal').

It is designed to be your main **practical reference** for preparing and submitting your proposal.

As far as possible, please try to find the answers you need yourself (we have limited resources for handling direct enquiries).

All terms are explained in the Glossary.

Details on processes and procedures are described in the <u>Funding & Tenders Portal Online Manual</u>. The Online Manual also contains FAQs and detailed instructions for the Electronic Exchange System B HOW TO

A complete list of reference documents (including legislation, work programme and templates) can be found on <u>Portal Reference Documents</u>.

Contacting us directly

If necessary, you can also contact us (at $\underline{\text{comm-rep-mt@ec.europa.eu}}$ or, for IT questions, the $\underline{\text{IT}}$ $\underline{\text{Helpdesk}}$).

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1. How to submit your proposal

All proposals must be submitted directly online via the Portal Submission System. *Paper applications are not accepted.*

The interface of the Portal Submission System is in English only. Notwithstanding, you can submit your proposal in any EU official language.

The **submission process** is explained in the <u>Funding & Tenders Portal Online Manual</u> <u>together</u> with detailed instructions for the IT tool).

Submission is a 2-step process:

1. register your organisation

submit the proposal — as follows:

- Part A includes administrative information about the applicant Fill in directly online.
- Part B (description of the action) covers the technical content of the proposal.

Fill in the Application form template and upload it as PDF file.(mandatory)

Part B (annexes & supporting documents).

Upload as PDF files:

- Sign the Declaration on honour and upload it as PDF file. (mandatory)
- Upload as PDF files any supporting documents. (if relevant, see section 5 of the call for proposals)

The proposal must be submitted before the **call deadline** (specified in the call document). If you miss the deadline, your proposal will be automatically disregarded by the system and considered not to have been submitted.

The proposal must keep to the **page limits** (specified in the Application form template); excess pages will be disregarded.

The mandatory documents must be uploaded to the **right category**, **e.g.** Application form under **Application form**, Declaration on honour under **Declaration on honour** (otherwise your proposal might be incomplete and so inadmissible). Any supporting documents (if relevant, see section 5 of the call for proposals) should also be uploaded under the right category, e.g. CV, etc.

⚠ We strongly advise you to complete your proposal **sufficiently in advance** of the deadline, to avoid any last minute problems. Any technical problems due to last minute submissions (e.g. congestion, etc.) will be at your risk. The call deadline will NOT be extended.

⚠ Even though you can save successive versions of your application as you go, we encourage you to preview the proposal templates before starting the online submission process (sample text can be downloaded from the Portal Reference Documents).

To complete part A, all applicants must be **registered** in the <u>Participant Register</u> and have communicated their PIC to the coordinator. Affiliated entities and entities forming together a sole applicant must also register, but later on during grant preparation.

1.1 Preparing your submission

You must do 3 things before submitting your application:

1) Read the background documents

Check whether:

- your organisation/proposal meets the eligibility criteria and inform yourself about the:
 - award criteria
 - financial and operational capacity requirements
 - exclusion criteria
 - admissibility conditions (e.g. call deadline, page-limits, etc.)
 - other (e.g. co-financing arrangements).

2) Create a user account

To use the Funding & Tenders Electronic Submission System (the only way to apply), all applicants need to <u>create an EULogin user account</u> unless you already have one. It is the former ECAS account.

3) Register your organisation in the Participant Register

Once you have an EULogin account, you can <u>register your organisation</u> in the Participant Register.

When your registration is finalised, you will receive a 9-digit participant identification code (PIC). You will need the PIC number to complete Part A of the application.

You will need PICs of affiliated entities (if any) and entities forming together a sole applicant (if relevant) to complete Part B of the application (Application form). This means that they must also register in the Participant Register.

🛆 You don't need to complete the registration process in a single session. You can enter some information, save it and continue later.

1.2 How to fill out your application



🔼 To give your proposal the best chance of being selected for funding, make sure it is:

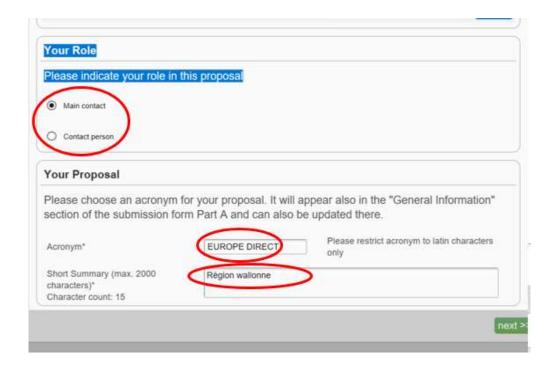
- **relevant** address the relevant objectives of the call
- complete include all the relevant information; follow closely the format of the template in part B and ensure you upload all the information requested
- clear & concise don't interpret completeness as a requirement to include as much information (and words) as possible; your proposal must also be easy to understand, precise and focused on substance; respect the page limit; do not repeat information

Part A of the Proposal Template in Portal Submission System must be filled out directly online.

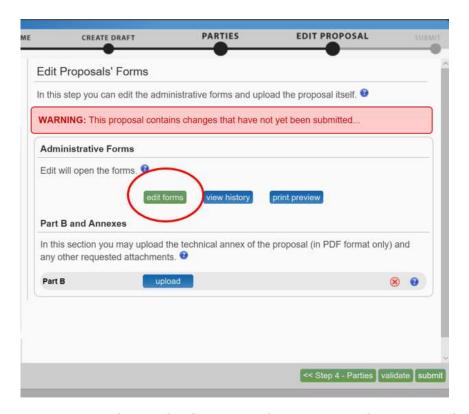
The full explanation on how to fill in the application is available under 'Visit our How to' user quide' on the left hand side of the Proposal Template. Below you will find more instructions on what to put in certain fields.

After entering your PIC number (see section 1.1 above for more on PIC number):

- 1. Select your role Main contact or Contact person. You would typically select the Main contact role. If you decide to use the **Contact person** role, make sure to add the another person of your organisation as Main contact in the next steps before you submit your proposal.
- 2. Fill in the **Acronym** field. Please use the following naming convention to identify your proposal: 'Year-Country abbreviation-ED-Name of centre' (ex. 2025-BE-ED-Brussels).. The acronym serves you to identify your proposal if you apply for another grant via the Portal Submission System.
- 3. Fill in the **Summary field**. In this field provide **information which** region you apply from. See section 1.1 "scope of the call for proposals".
- 4. Click the 'Next' button. You will be required to accept a disclaimer if you want to continue further with your proposal. It will lead you to next step where you confirm your organisation and click on the 'Next' button.



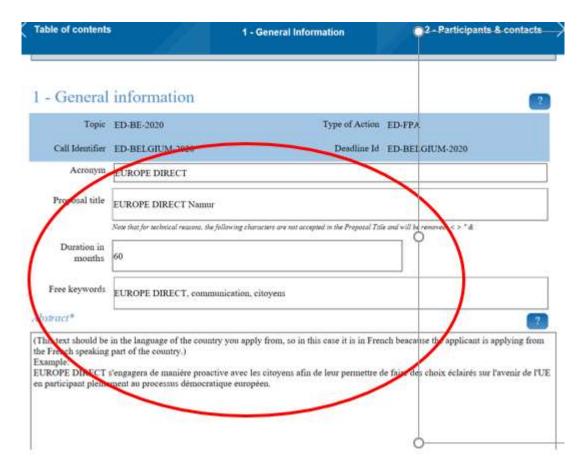
5. Now you need to fill in **Administrative Forms**. Click the **'edit forms'** button.



To start completing the form, use the navigation buttons on the banner in order to advance through the different sections.

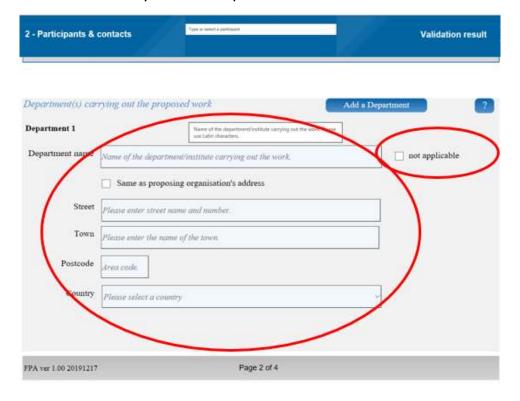


6. Click the **'Show'** button to fill in the corresponding fileds of section 'General information'.



7. **Acronym** is copied automatically from the previous section.

- 8. **Proposal title** should be the name of *EUROPE DIRECT* you propose. The name must be be 'EUROPE DIRECT' followed by the name of the town, region or area where the centre is located e.g. EUROPE DIRECT Berlin, EUROPE DIRECT Kärnten, EUROPE DIRECT Valle d'Aosta, etc..
- 9. **Duration in months** is fixed, you should put "60" months as this is the duration of the Framework Partnership Agreement to be signed with successful applicants.
- 10. **Free keywords** is anything you would like to add here, e.g. communication, engagement, citizens, information etc.
- 11. In **Abstract** you can summarise your proposal in any EU official, e.g. EUROPE DIRECT will engage with citizens in my area on a proactive basis with view to enabling them make informed choices about the future of the EU by fully participating in the European democratic process.
- 12. Click the **'Show'** button to fill in the corresponding fileds of section 'Participants & contacts'.
- 13. Click the **'Show'** button again. Your administrative data are copied automatically from the previous section.



- 14. If you apply from a department of your organisation, you may fill it in here. If not, tick the 'not applicable' box.
- 15. Scroll down the page and fill in the information details of the person in charge of the proposal (the 'Main contact' from step 1).

Contact details

Call: ED-2025-MALTA-FPA-SGA

Please make sure the e-mail address you give is correct, working, and checked on a regular basis — we may have to contact you for more information, when evaluating your proposal.

Part B of the Proposal Template in Portal Submission System — Description of the action.

You need to upload the documents filled in by you:

Application form

Declaration on honour, duly signed and scanned.

Any other supporting documents, if relevant, as requested in section 5 of the call for proposals, e.g. CV of EUROPE DIRECT manager

1.3 Help

As far as possible, please try to find the answers you need yourself, in this and the other documentation:

- Online Manual
- Questions & Answers on the website of the Representation at Tenders and contracts - European Commission (to be sent at the latest 6 working days before the submission deadline)
- Portal FAO (for general guestions)

If you feel you have no other option, you can contact us as follows:

IT Helpdesk — for technical questions about the Portal Submission System (forgotten passwords, access rights and roles, technical aspects of proposal submission, etc.).

Other questions — use our mailbox: comm-rep-mt@ec.europa.eu .

Questions on submission must indicate clearly the reference of the call [Insert the reference] of the call].

1.4 Submission — Acknowledgement of receipt

Once the proposal is submitted, you will receive a confirmation e-mail (with date and time of your application).

🔼 If you do not receive this email, it means your proposal has NOT been submitted.

If you believe this is due to a fault in the Electronic Submission System, you should immediately file a complaint via the IT Helpdesk, explaining the circumstances and attaching a copy of the proposal (and, if possible, screenshots to show what happened).

2. Information on the evaluation results

After submission, you will normally not hear from us until after evaluation — unless we need to clarify matters such as eligibility or request additional information.

We will check eligibility and admissibility and evaluate your proposal against the award criteria set out in the call document.

Proposals that do not pass the evaluation will receive a letter at the end of evaluation.

⚠ To ensure equal treatment for all applicants, we can NOT answer any questions on the outcome of the call before the evaluation is completed.

3. Final legal checks

At any moment during the grant procedure the Research Executive Agency Validation Services (hereafter the EU Validation Services) may contact the applicant, including affiliated entities (if any) and entities forming together a sole applicant (if relevant), and ask for supporting documents on legal existence and status. The requests will be made through the register's messaging system to the e-mail address of the applicant's contact person indicated in the register. It is the responsibility of the applicant to provide a valid e-mail address and to check it regularly.

The documents that may be requested by *the EU Validation Services* are listed in the <u>EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment.</u>

At the same time, you will be requested to appoint your Legal Entity Appointed Representative (LEAR) and we will finalise the mandatory legal checks (legal entity validation, operational and financial capacity, exclusion and double funding).

If your proposal is successful and all requirements are fulfilled, you will receive an invitation to sign a Framework Partnership Agreement, followed by a Specific Grant Agreement based on the 2026 Annual Communication Plan (signed by the applicant first, then followed by the Commission).

A request for supporting documents in no way implies that the applicant has been successful. Our model grant agreements (framework partnership agreement and specific grant agreement) clauses are mandatory and the same for all beneficiaries. The model documents of the FPA and SGA will be made available to the successful applicants in due time.

4. Applicants: what are affiliated entities and sole applicants

Eligible applicants (see section 4 of the call for proposals) may apply for the grant:

- alone;
- with affiliated entities;
- with several enitites forming one sole applicant.

If you are applying with affiliated entities or as a sole applicant you need to identify these enitites in the relevant part of your application. After grant signature, they become jointly responsible for EUROPE DIRECT activities (in accordance with the Annual Communication Plan of the application form which becomes an annex to the grant agreement if the project is selected for funding).

4.1 Affiliated entities

An entity affiliated to a beneficiary is an entity that complies with the eligibility and non-exclusion criteria applying to applicants. It has a structural link with a beneficiary, in particular a legal or capital link which is neither limited to the action nor established for the sole purpose of its implementation. This means that the link would exist independently of the award of the grant; it should exist before the call for proposals and remain valid after the end of the action.

Entities affiliated to a beneficiary may be e.g.: - Entities directly or indirectly controlled by the beneficiary (daughter companies or first-tier subsidiaries). They may also be entities controlled by an entity controlled by the beneficiary (granddaughter companies or second-tier subsidiaries) and the same applies to further tiers of control; - Entities directly or indirectly controlling the beneficiary (parent companies). Likewise, they may be entities controlling an entity controlling the beneficiary; - Entities under the same direct or indirect control as the beneficiary (sister companies).

This link can be also defined by a membership, i.e. the beneficiary is legally defined as a e.g. network, federation, association in which the proposed affiliated entities also participate or the beneficiary participates in the same entity (e.g. network, federation, association) as the proposed affiliated entities.

4.2 Sole applicant

A sole applicant (who becomes, if successful a sole beneficiary) is an entity formed by several entities (a group of entities) which together comply with the criteria for being awarded the grant: they must comply with the eligibility and non-exclusion criteria as any affiliated entity but also with the selection criteria; and their proposal complies with the award criteria. A structural link connecting the entities may be specifically established for the sole purpose of the implementation of the action subject to the grant request.

Affiliated entities and entities forming together sole applicant must be identified in the Part A of the proposal with their name and PIC number. For this purpose, the affiliated entities and entities forming together a sole applicant must also register in the Participant Register (see section 1.1 3) above).

Affiliated entities must comply with the eligibility and non-exclusion criteria. Entities forming together sole applicant must also comply with the selection criteria. To this effect affiliated entities and entities forming together sole applicant must sign the Declaration on honour (Annex 2 to the call for proposal).

4.3 Subcontracting

Subcontracting may be included in the application, if needed. Subcontracting should normally constitute a limited part (no more than 30%) of the activities and must be performed by third parties (not by the partner or its affiliated entities).