

EUROPEAN EDUCATION AND CULTURE EXECUTIVE AGENCY (EACEA)

EACEA.A – Erasmus+, EU Solidarity Corps A.6 – Platforms, studies and analysis

GRANT AGREEMENT

Project 101074777 — EPALE NSS LV

PREAMBLE

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

on the one part,

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

and

on the other part,

1. 'the coordinator':

LR IZGLITIBAS UN ZINATNES MINISTRIJA (MES), PIC 999820226, established in VALNU STREET 2, RIGA 1050, Latvia,

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 action¹

Estimated budget for the action Annex 2

Accession forms (if applicable)² Annex 3

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

Model for the financial statements Annex 4

Specific rules (if applicable) Annex 5

 ¹ Template published on <u>Portal Reference Documents</u>.
 ² Template published on <u>Portal Reference Documents</u>.

³ Template published on <u>Portal Reference Documents</u>.

TERMS AND CONDITIONS

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DATA SHEET

1. General data

Project summary:

Project summary

The NSS Latvia has continued to implement the European Agenda for Adult Learning (AE), to build a more effective AE sector and contributed to further development of EPALE as a multi-lingual and a "one-stop-shop" platform, i.e. an open source of information with a strong pan-European dimension that supports the networking and exchange of information, expertise and good practices across the borders between stakeholders active in the field of adult learning provision. The main priorities are: - promotion of the platform and recruitment of users; - contribution to the content and activities of EPALE; - improving the quality of AE; - organizing of promotional seminars, workshops, webinars, training, conference, - organizing of the National Quality Award in non-formal AE; - support to increase AE participation rate. The main target groups: - adult education providers, teachers, trainers, researchers, policymakers; - all formal and non-formal adult education organizations; - representatives of public authorities responsible for education and employment of adults; - non-governmental organizations (NGOs) and volunteers; - general public, namely, adults. EPALE NSS has become the point where Latvian adult educators, researchers, students, policymakers can share country-specific information and resources, policy decisions on AE, events in other projects related to AE, contribute to the multilingualism of the EPALE platform. Enhancement of national communication strategy aimed at promoting the platform and scheduling the planned AE activities during the project's lifetime: seminars, training, workshops, webinars for different networks will serve to develop the NSS page on the platform. Applied online/offline communication activities has resulted in a series of comments and discussions maintained over social media and increased amount of registered users.

Keywords: not defined

Project number: 101074777

Project name: EPALE National Support Service in Latvia

Project acronym: EPALE NSS LV

Call: ERASMUS-EDU-2022-EPALE-IBA

Topic: ERASMUS-EDU-2022-EPALE-IBA

Type of action: ERASMUS Lump Sum Grants

Granting authority: European Education and Culture Executive Agency

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

Project starting date: fixed date: 1 April 2022

Project end date: 31 December 2024

Project duration: 33 months

Consortium agreement: No

2. Participants

List of participants:

N°	Role	Short name	Legal name	Ctry	PIC	Max grant amount
1	COO	MES	LR IZGLITIBAS UN ZINATNES MINISTRIJA	LV	999820226	267 600.00
			Total			267 600.00

Coordinator:

- LR IZGLITIBAS UN ZINATNES MINISTRIJA (MES)

3. Grant

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

Maximum grant amount (Annex 2)	Maximum grant amount (award decision)	
267 600.00	267 600.00	

Grant form: Lump Sum

Grant mode: Action grant

Budget categories/activity types: Lump sum contributions

Cost eligibility options: n/a

Budget flexibility: No

4. Reporting, payments and recoveries

4.1 Continuous reporting (art 21)

Deliverables: see Funding & Tenders Portal Continuous Reporting tool

4.2 Periodic reporting and payments

Reporting and payment schedule (art 21, 22):

Reporting					Payments	
Reporting periods			Туре	Deadline	Туре	Deadline (time to pay)
RP No	Month from	Month to				
		Initial prefinancing	30 days from entry into force/ financial guarantee (if required) – whichever is the latest			
1	1	33	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report

Prefinancing payments and guarantees:

Prefinancing p	payment	Prefinancing guarantee		
Туре	Amount	Guarantee amount	Division per participant	
Prefinancing 1 (initial)	214 080.00	n/a	1 - MES	n/a

Reporting and payment modalities (art 21, 22):

Mutual Insurance Mechanism (MIM): No

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

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

No-profit rule: n/a

Late payment interest: ECB + 3.5%

Bank account for payments:

LV41TREL215017020300B

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:

Beneficiary termination: Beneficiary concerned

Final payment: Coordinator

After final payment: Beneficiary concerned

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

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

Joint and several liability of affiliated entities — n/a

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

Applicable law (art 43):

Standard applicable law regime: EU law + law of Belgium

Dispute settlement forum (art 43):

Standard dispute settlement forum:

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

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

6. Other

Specific rules (Annex 5): Yes

Standard time-limits after project end:

Confidentiality (for X years after final payment): 5

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

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

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

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

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

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

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

ARTICLE 2 — DEFINITIONS

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

- Actions The project which is being funded in the context of this Agreement.
- Grant The grant awarded in the context of this Agreement.
- EU grants Grants awarded by EU institutions, bodies, offices or agencies (including EU executive agencies, EU regulatory agencies, EDA, joint undertakings, etc.).
- Participants Entities participating in the action as beneficiaries, affiliated entities, associated partners, third parties giving in-kind contributions, subcontractors or recipients of financial support to third parties.
- Beneficiaries (BEN) The signatories of this Agreement (either directly or through an accession form).
- Affiliated entities (AE) Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046⁴ which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).
- Associated partners (AP) Entities which participate in the action, but without the right to charge costs or claim contributions.
- Purchases Contracts for goods, works or services needed to carry out the action (e.g. equipment, consumables and supplies) but which are not part of the action tasks (see Annex 1).
- Subcontracting Contracts for goods, works or services that are part of the action tasks (see Annex 1).

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

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

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

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

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

- Fraud Fraud within the meaning of Article 3 of EU Directive 2017/1371⁵ and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995⁶, as well as any other wrongful or criminal deception intended to result in financial or personal gain.
- Irregularities Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95⁷.
- Grave professional misconduct Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave professional misconduct within the meaning of Article 136(1)(c) of EU Financial Regulation 2018/1046.
- Applicable EU, international and national law Any legal acts or other (binding or non-binding) rules and guidance in the area concerned.
- Portal EU Funding & Tenders Portal; electronic portal and exchange system managed by the European Commission and used by itself and other EU institutions, bodies, offices or agencies for the management of their funding programmes (grants, procurements, prizes, etc.).

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The grant is awarded for the action 101074777 — EPALE NSS LV ('action'), as described in Annex 1.

ARTICLE 4 — DURATION AND STARTING DATE

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

CHAPTER 3 GRANT

ARTICLE 5 — GRANT

5.1 Form of grant

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

⁶ OJ C 316, 27.11.1995, p. 48.

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

The grant is an action grant⁸ 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)⁹ to be used for each work package.

5.5 Budget flexibility

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

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

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

ARTICLE 6 — ELIGIBLE AND INELIGIBLE CONTRIBUTIONS

6.1 and 6.2 General and specific eligibility conditions

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

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

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

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

⁹ See Article 125 EU Financial Regulation 2018/1046.

6.3 Ineligible contributions

'Ineligible contributions' are:

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

6.4 Consequences of non-compliance

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

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

CHAPTER 4 GRANT IMPLEMENTATION

SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS

ARTICLE 7 — BENEFICIARIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 — AFFILIATED ENTITIES

Not applicable

ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

9.1 Associated partners

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 contributions to the action (no lump sum contributions) and the costs for the in-kind contributions are not eligible (may not be included in the estimated budget in Annex 2).

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

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

9.3 Subcontractors

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

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

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

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

9.4 Recipients of financial support to third parties

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

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

ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

10.1 Non-EU participants

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

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC¹¹
- for the controls under Article 25: allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

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

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

10.2 Participants which are international organisations

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

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

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

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

10.3 Pillar-assessed participants

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

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

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

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

- certificates on usual accounting practices (CoMUC): are not needed if those practices are covered by an ex-ante assessment

and use the following specific rules, for:

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

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

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

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

- eligibility (Article 6)
- consortium roles and set-up (Articles 7-9)
- security and ethics (Articles 13, 14)

- IPR (including background and results, access rights and rights of use), communication, dissemination and visibility (Articles 16 and 17)
- information obligation (Article 19)
- payment, reporting and amendments (Articles 21, 22 and 39)
- rejections, reductions, suspensions and terminations (Articles 27, 28, 29-32)

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

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

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

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

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

SECTION 2 RULES FOR CARRYING OUT THE ACTION

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

11.1 Obligation to properly implement the action

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

11.2 Consequences of non-compliance

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

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

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

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

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

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

12.2 Consequences of non-compliance

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

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

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

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

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

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

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

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

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

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

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

The confidentiality obligations no longer apply if:

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

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

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444¹² and its implementing rules).

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

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

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

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

13.3 Consequences of non-compliance

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

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

ARTICLE 14 — ETHICS AND VALUES

14.1 Ethics

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

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

14.2 Values

The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for

¹² 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).

human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

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

14.3 Consequences of non-compliance

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

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

ARTICLE 15 — DATA PROTECTION

15.1 Data processing by the granting authority

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

For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725¹³.

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 2016/679¹⁴).

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.

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

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

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

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

15.3 Consequences of non-compliance

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

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

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

16.1 Background and access rights to background

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

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

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

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

16.2 Ownership of results

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

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

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

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

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

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

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

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

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

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

16.4 Specific rules on IPR, results and background

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

16.5 Consequences of non-compliance

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

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

ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

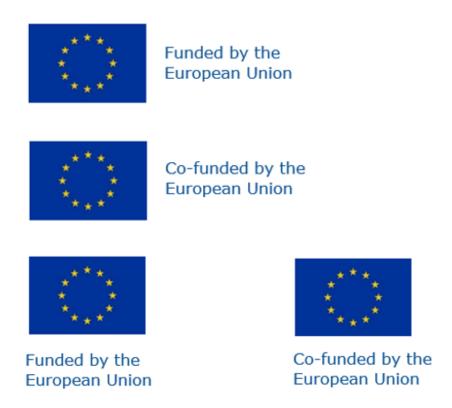
17.1 Communication — Dissemination — Promoting the action

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

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

17.2 Visibility — European flag and funding statement

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



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

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

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

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to

exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

17.3 Quality of information — Disclaimer

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

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

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

17.4 Specific communication, dissemination and visibility rules

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

17.5 Consequences of non-compliance

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

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

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

18.1 Specific rules for carrying out the action

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

18.2 Consequences of non-compliance

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

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

SECTION 3 GRANT ADMINISTRATION

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

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

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

19.2 Participant Register data updates

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

19.3 Information about events and circumstances which impact the action

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

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

19.4 Consequences of non-compliance

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

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

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

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

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

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

The beneficiaries must keep the original documents. Digital and digitalised documents are considered

originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.

20.2 Consequences of non-compliance

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

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

ARTICLE 21 — REPORTING

21.1 Continuous reporting

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

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

21.2 Periodic reporting: Technical reports and financial statements

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

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

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

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

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

The financial part of the periodic report includes:

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

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

For the last reporting period, the beneficiaries may exceptionally also declare partial lump sum

contributions for work packages that were not completed (e.g. due to force majeure or technical impossibility).

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

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

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

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

21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

21.4 Reporting language

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

21.5 Consequences of non-compliance

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

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

ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE

22.1 Payments and payment arrangements

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

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

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

The cost of payment transfers will be borne as follows:

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

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

22.2 Recoveries

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

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

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

In case of enforced recoveries (see Article 22.4):

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

22.3 Amounts due

22.3.1 Prefinancing payments

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

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

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

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

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

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

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

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

22.3.2 Amount due at beneficiary termination — Recovery

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 1 — Calculation of the total accepted EU contribution

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

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

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

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

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

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

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

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

22.3.3 Interim payments

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

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the interim payment ceiling

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the interim payment ceiling

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

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

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

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

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

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

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

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

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

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

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

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the maximum grant amount

Not applicable

Step 3 — Reduction due to the no-profit rule

Not applicable

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

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

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

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

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

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

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

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

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

- requesting observations within 30 days of receiving notification.

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

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

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

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

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

Step 1 — Calculation of the revised total accepted EU contribution

Step 1 — Calculation of the revised total accepted EU contribution

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

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

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

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

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

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

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

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

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

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

22.4 Enforced recovery

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

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

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

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

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

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

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366¹⁵ 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

¹⁵ 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).

month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

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

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

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

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

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

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

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

ARTICLE 23 — GUARANTEES

23.1 Prefinancing guarantee

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

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

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

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

They will be released within the following month.

23.2 Consequences of non-compliance

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

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

ARTICLE 24 — CERTIFICATES

Not applicable

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

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

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

25.1.2 Project reviews

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

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

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

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

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

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

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

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

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

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

25.1.3 Audits

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

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

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

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

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

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

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

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

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

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

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

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

25.3 Access to records for assessing simplified forms of funding

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

25.4 OLAF, EPPO and ECA audits and investigations

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

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013¹⁶ and No 2185/96¹⁷
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

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

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

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

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

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

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

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

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

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

25.5.2 Extension from other grants

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

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).

¹⁷ Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15/11/1996, p. 2).

grants affected by the findings — within the time-limit for audits set out in the Data Sheet (see Point 6).

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

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

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

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

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

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

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

25.6 Consequences of non-compliance

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

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

ARTICLE 26 — IMPACT EVALUATIONS

26.1 Impact evaluation

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

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

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

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

26.2 Consequences of non-compliance

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

CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

SECTION 1 REJECTIONS AND GRANT REDUCTION

ARTICLE 27 — REJECTION OF CONTRIBUTIONS

27.1 Conditions

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

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

Ineligible lump sum contributions will be rejected.

27.2 Procedure

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

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

27.3 Effects

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

ARTICLE 28 — GRANT REDUCTION

28.1 Conditions

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

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

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

28.2 Procedure

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

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

28.3 Effects

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

SECTION 2 SUSPENSION AND TERMINATION

ARTICLE 29 — PAYMENT DEADLINE SUSPENSION

29.1 Conditions

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

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

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

29.2 Procedure

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

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

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

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

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

ARTICLE 30 — PAYMENT SUSPENSION

30.1 Conditions

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

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

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

30.2 Procedure

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

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

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

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

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

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

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

ARTICLE 31 — GRANT AGREEMENT SUSPENSION

31.1 Consortium-requested GA suspension

31.1.1 Conditions and procedure

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

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

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

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

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

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

31.2 EU-initiated GA suspension

31.2.1 Conditions

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

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

31.2.2 Procedure

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

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

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

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

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

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

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

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

ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION

32.1 Consortium-requested GA termination

32.1.1 Conditions and procedure

The beneficiaries may request the termination of the grant.

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

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

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

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

32.1.2 Effects

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

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

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

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

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

32.2 Consortium-requested beneficiary termination

32.2.1 Conditions and procedure

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

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

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

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

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

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

32.2.2 Effects

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

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

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

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

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

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

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

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

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

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

32.3 EU-initiated GA or beneficiary termination

32.3.1 Conditions

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

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

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

(m) other:

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

32.3.2 Procedure

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

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

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

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

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

32.3.3 Effects

(a) for GA termination:

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

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

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

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

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

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

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

(b) for beneficiary termination:

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

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

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

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

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

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

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

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

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

SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS

ARTICLE 33 — DAMAGES

33.1 Liability of the granting authority

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

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

33.2 Liability of the beneficiaries

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

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

ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see,

for instance, Articles 135 to 145 EU Financial Regulation 2018/1046 and Articles 4 and 7 of Regulation 2988/95¹⁸).

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

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

'Force majeure' means any situation or event that:

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

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

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

CHAPTER 6 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Forms and means of communication — Electronic management

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

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

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

Communications must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons, each beneficiary must have designated — before the signature of this Agreement — a 'legal entity appointed representative (LEAR)'. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

¹⁸ 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).

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

36.2 Date of communication

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

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

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

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

36.3 Addresses for communication

The Portal can be accessed via the Europa website.

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

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

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

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

Annex 5 takes precedence over the Terms and Conditions.

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

Annex 2 takes precedence over Annex 1.

ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES

In accordance with Regulation No 1182/71¹⁹, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

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

'Days' means calendar days, not working days.

¹⁹ 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).

ARTICLE 39 — AMENDMENTS

39.1 Conditions

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

Amendments may be requested by any of the parties.

39.2 Procedure

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

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

The request for amendment must include:

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

The granting authority may request additional information.

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

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

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

ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

40.1 Accession of the beneficiaries mentioned in the Preamble

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

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

If a beneficiary does not accede to the grant within the above deadline, the coordinator must — within

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

40.2 Addition of new beneficiaries

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

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

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

Additions are also possible in mono-beneficiary grants.

ARTICLE 41 — TRANSFER OF THE AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

43.1 Applicable law

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

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

43.2 Dispute settlement

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

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

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

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

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

ARTICLE 44 — ENTRY INTO FORCE

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

SIGNATURES

For the coordinator

For the granting authority



ANNEX 1



Erasmus+ Programme (ERASMUS)

Description of the action (DoA)

Part A

Part B

DESCRIPTION OF THE ACTION (PART A)

COVER PAGE

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

PROJECT				
Grant Preparation (General Information screen) — Enter the info.				
Project number:	101074777			
Project name:	EPALE National Support Service in Latvia			
Project acronym:	EPALE NSS LV			
Call:	ERASMUS-EDU-2022-EPALE-IBA			
Topic:	ERASMUS-EDU-2022-EPALE-IBA			
Type of action:	ERASMUS-LS			
Service:	EACEA/A/06			
Project starting date:	fixed date: 1 April 2022			
Project duration:	33 months			

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Staff effort	14
List of deliverables	15
List of milestones (outputs/outcomes)	21
List of critical risks	21

PROJECT SUMMARY

Project summary

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

Use the project summary from your proposal.

The NSS Latvia has continued to implement the European Agenda for Adult Learning (AE), to build a more effective AE sector and contributed to further development of EPALE as a multi-lingual and a "one-stop-shop" platform, i.e. an open source of information with a strong pan-European dimension that supports the networking and exchange of information, expertise and good practices across the borders between stakeholders active in the field of adult learning provision.

- The main priorities are:
- promotion of the platform and recruitment of users;
- contribution to the content and activities of EPALE;
- improving the quality of AE;
- organizing of promotional seminars, workshops, webinars, training, conference,
- organizing of the National Quality Award in non-formal AE;
- support to increase AE participation rate.

The main target groups:

- adult education providers, teachers, trainers, researchers, policymakers;
- all formal and non-formal adult education organizations;
- representatives of public authorities responsible for education and employment of adults;
- non-governmental organizations (NGOs) and volunteers;
- general public, namely, adults.

EPALE NSS has become the point where Latvian adult educators, researchers, students, policymakers can share country-specific information and resources, policy decisions on AE, events in other projects related to AE, contribute to the multilingualism of the EPALE platform.

Enhancement of national communication strategy aimed at promoting the platform and scheduling the planned AE activities during the project's lifetime: seminars, training, workshops, webinars for different networks will serve to develop the NSS page on the platform.

Applied online/offline communication activities has resulted in a series of comments and discussions maintained over social media and increased amount of registered users.

LIST OF PARTICIPANTS

PARTICIPANTS

Grant Preparation (Beneficiaries screen) — Enter the info.

Number	Role	Short name	Legal name	Country	PIC
1	COO	MES	LR IZGLITIBAS UN ZINATNES MINISTRIJA	LV	999820226

LIST OF WORK PACKAGES

Work packages

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

Work Package No	Work Package name	Lead Beneficiary	Effort (Person- Months)	Start Month	End Month	Deliverable No(s)
WP1	General implementation of EPALE	1 - MES	1.00	1	33	D1.1, D1.2
WP2	Promotion of the platform, recruitment, and engagement of users	1 - MES	1.00	1		D2.8, D2.6, D2.5, D2.4, D2.2, D2.3, D2.7, D2.1
WP3	Contribution to the content of EPALE	1 - MES	1.00	1	33	D3.1, D3.4, D3.3, D3.2

Work package WP1 - General implementation of EPALE

Work Package Number	WP1	Lead Beneficiary	1. MES		
Work Package Name	General implementation of EPALE				
Start Month	1	End Month	33		

Objectives

The page of NSS Latvia contains links to the websites of the most important stakeholders. This information will be reviewed and updated regularly.

NSS Latvia page has updated information on staff members and AE policy documents.

Information on the Latvian adult education system will also be prepared and published.

In addition, the NSS will also produce multilingual blogging on the Latvian adult education system and other topics such as continuing education and linking it to the NSS pages so that users from other countries, in particular, can access information about the Latvian education system.

Details of national news, events and resources, as well as NSS activities as preliminary planned in the WP 3 will be fed into EPALE.

Various tools available on the platform – calendar of events, resource centre, newsletter, blogs and many others will be used, ensuring appropriate national and linguistic tagging of the information.

The NSS Latvia page will be kept up-to-date by the NSS Latvia team according to the guidelines and requests from the CSS, which will ensure not only the translation of all the relevant CSS material but also the creation of the national newsletter and content for the platform regarding the specific subthemes as indicated on the platform.

The NSS team will follow up the timely upload and management of the information flow to the EPALE site, will pursue the precise follow-up of the priority thematic focuses and the content upload relevant to the site.

The NSS Latvia will support the dissemination of information about other EU programmes (including but not limited to Erasmus+), as well as will present more information and results of other programmes, including national programmes and projects.

To review and update the national page, the NSS will discuss this at least four times per year. Team members will be asked for updates/supplements which can be implemented.

The NSS Latvia should become an active participant in the EPALE platform.

The NSS Latvia will work closely with the CSS, following its guidelines and attending all training sessions, online or offline sessions.

In creating the EPALE content, the specific themes established by CSS will be taken into account as well as other topicalities in adult learning.

The NSS team registers and actively participates in the NSS closed group on EPALE, and the project team will identify at least one interested person in every of the specifically nominated topics for discussions.

NSS will be a pro-active participant in the EPALE community, e.g. by monitoring users' activity and providing comments and resources and, where possible, collecting and sharing best practices for attracting and engaging users.

The NSS Latvia will further participate in the development of the general set-up, implementation and continuous improvement of the platform by proposing new ideas and initiatives as well as suggestions for topics/discussions themes to be developed on EPALE, through discussions groups, blogs or other activities.

The NSS participates in usability tests organized by the Central Support Service and makes suggestions for/gives feedback on the development of the platform.

The NSS Latvia participates voluntarily in the Usability group organized by CSS to work on the development of the platform more deeply.

The NSS helps the CSS answer queries which concern LV, and provides (technical) support to users who have difficulty using/understanding the platform.

The NSS Latvia will liaise with other National Support Services, participate in the offline and online NSS meetings and conferences, the annual EPALE Community conference, NSS group, in other events organized by the CSS and/or the Commission (e.g. Ambassador and multiplier events, Usability group meetings, joint NA-NSS meetings/webinars, NSS webinars, etc.) and peer activities.

In view of the experiences during the COVID-19 pandemic, most events will be held online unless there is a clear added value for a face-to-face meeting. Adequate resources for travel expenses will be included in the budget.

EPALE monthly newsletter will be translated in time into Latvian and published.

At least 2 (on average) blog posts published by the CSS and/or blog posts or articles published by other NSSs/users that could be of interest for a larger public will be translated into Latvian every month, as well as landing pages for particular themes and brief texts spontaneously requested by the CSS.

To ensure wider dissemination most crucial content of Latvian publications will be translated into English. The content translated into Latvian are mainly from English as well as from the German language. The content will be revised constantly by the NSS team, by coordinators or other experts in order to find the most useful and interesting material to be translated. Valuable content is one of the most important aspects in the development of the platform, so special attention will be paid to the quality of the content.

To ensure the quality of the translation, NSS Latvia works with professional translators. The quality check on the uploaded material either in English, German or into Latvian will be conducted, the material edited and correspondingly corrected.

The glossary site will be refreshed, more terms will be added and discussed and complemented during the project run. The NSS Latvia will contribute to further development of EPALE as a multi-lingual and a "one-stop-shop" platform, i.e. an open source of information with a strong pan-European dimension that supports the networking and exchange of information, expertise and good practices across the borders between stakeholders active in the field of adult learning provision.

Description

- 1) Translations to and from the Latvian language:
- -at least 2 (on average) blog posts published by the CSS and/or blog posts or articles published by other NSSs/users that could be of interest for a larger public be translated into Latvian every month;
- landing pages for particular themes and brief texts spontaneously requested by the CSS;
- EPALE monthly newsletter.
- 2) Participating in EPALE partner conference, Peer activities:
- going to EPALE partner conference, Peer activity (destination to be decided).
- 3) Project audit:
- Project audit after the end of the project period 31.12.2024.

Work package WP2 - Promotion of the platform, recruitment, and engagement of users

Work Package Number	WP2	1. MES			
Work Package Name	Promotion of the platform, recruitment, and engagement of users				
Start Month	1	End Month	33		

Objectives

The NSS Latvia will continue to help build a more robust and effective adult learning sector. The NSS will continue to promote EPALE to local, regional and national stakeholders involved in adult learning in order to encourage as many stakeholders as possible to become and remain registered and active users of EPALE.

The NSS Latvia will pursue the following objectives:

promoting the use of and participation in EPALE to local, regional and national stakeholders with the objective to reach all EPALE target groups;

ensuring the active engagement in EPALE of as many people as possible from the community of adult learning professionals in Latvia;

organizing three national user surveys to ensure that the NSS's activities take fully into account the needs of users and the adult education community generally;

objectives, quantitative and qualitative targets by the end of 2022 and by the end of 2024, with reference to current figures: encouraging and assisting organizations to sign up for the Partner Search Tool, also for activities other than application for EU funding.

Strategies/methods for promotion of the platform, recruitment and engagement of users:

Stakeholder/Users-Strategy:

organization of seminars, training, workshops, webinars and the National conference to inform users/stakeholders; the existing contacts will also be deepened and extended in 2022-2024;

in 2022-2024 the NSS Latvia will address more specific target groups, involve new stakeholders and enlarge distribution and active usage of EPALE in Latvia, e.g. NGOs, disabled people's organizations;

the target groups include the following stakeholders (all stakeholders in adult education at national governance level, local government level, regional level, social partners) with whom the NSS Latvia plans to cooperate:

Ministries (above all Ministry of Education and Science, Ministry of Welfare, Ministry of Economy, also with other ministries);

Erasmus+ National Agency of Latvia (SEDA);

National Coordinators for the implementation of the European Agenda for Adult Learning (NC);

Latvian National Commission for UNESCO (LNC UNESCO);

European Parliament Information Office in Latvia;

Employers' Confederation of Latvia (LDDK);

Free Trade Union Confederation of Latvia (LBAS):

Latvian Adult Education Association (LAEA);

Latvian Association of Local and Regional Governments (LALRG);

Non-governmental organizations (NGOs), specifically those involved in the professional activities of the adult educators and professional development of adults (above all Latvian Adult Education Association (LAEA), teachers' associations, Civic Alliance – Latvia (CAL), NGO House, Society "Shelter "Safe House" and others);

universities and other higher education institutions;

libraries and museums;

VET schools;

the Society Integration Foundation;

the Latvian Language Agency:

organizations involved in global education and circular economy such as Society "Green Liberty" ("Zaļā brīvība"), The Latvian Platform for Development Cooperation (LAPAS);

potential volunteers from regional EPALE networks started by the previous project and other potential volunteers, who are active in AE.

Communication strategy:

calls for content by users, delivering, and encouraging and assisting users to submit content to EPALE;

organizing thematic contests to motivate the submission of content by users;

producing publications in different social media regarding the topics and news published on EPALE, specifically those related to EPALE events and best practice samples in AE;

press articles and news in online and offline media (the websites of the SEDA and the MoES will continue to link to EPALE);

applying online/offline communication activities, including production of videos, infographics, greetings;

preparing and sending to users EPALE-Latvia-Newsletter (EPALE-Latvia-Newsletter will inform about the latest news in EPALE Network, as well as on recent contributions from Latvia and other European countries; this newsletter will be sent out once a month. The goal is to engage and activate users and raise their awareness of current issues in adult education);

conducting seminars, webinars, training, masterclasses to stakeholders and users (NSS Latvia plans five such activities every year within the contract period, the focus is on relevant topics in adult education stand);

publications in local, regional and national media;

production and use of promotional materials, tutorials and promotional videos,

preparation of publications on topical issues and best practices in adult education;

further developing social media (Twitter, Facebook, LinkedIn, Draugiem.lv, Instagram and YouTube) to promote the platform;

participation in the international fairs (in cooperation with other organizations and according to the current epidemiological situation);

organization of the EPALE Adult Education Days (once a year);

participation in local, regional and national events for adult learning and continuing training professionals;

setting up of a network of coordinators/experts/ambassadors/multipliers encouraging users to play a full part in EPALE discussions, ensuring moderation of Communities of Practice, and Collaborative spaces, etc.;

dissemination of information on specific EPALE groups such as Community of European VET practitioners and Erasmus + Space and results of projects (also besides Erasmus+, e.g. ESF projects).

Activities with National Coordinators for the implementation of the European Agenda for Adult Learning (NC) and with the Erasmus+ National Agency of Latvia (SEDA):

participation in seminars organized by NC and SEDA to inform and present the opportunities offered by EPALE;

systematical communication between the NC team, SEDA and the EPALE team for cooperation and coordination of various activities;

regular presentation of NC and SEDA current events on the EPALE platform;

joint and cross-promotions of EPALE and Erasmus+ adult education; promoting Erasmus+ Space for blended mobility and cooperation; running demonstrations of existing projects at Kick-off, Interim and Final reports in events organized by SEDA;

inter-ministerial meetings involving different services in charge of/linked to adult learning or meetings/events involving adult learning stakeholders; communication activities organized by NC.

Quantitative targets to be reached by NSS Latvia on 31 December 2024

Visitors and users Visitor

Definition: A visitor (any user, registered or unregistered)

Target: 1800 on average per month

Regular Browser/Returning visitor

Definition: A user (registered or unregistered) who visits the site more than once per month

Target: On average, 30 % of all visitors per month

Registered user

Definition: A user who has successfully completed the registration procedure

Target: 200 per year

Engaged user Definition: a registered user who does at least one of the following within one month (Monthly Engaged User (MEU)):

Contribute to the partner search by adding their organization or partner requests;

Contact an organization that has created a partner search entry ('contact us' button);

Upload or suggest content (event, resource, news, blogs) - unpaid;

Share content or information about EPALE on social media;

Comment on content:

'Like' content such as a resource or blogpost;

An active member of a collaborative space/community of interest group;

Participate in polling and surveys; and

Any other active interaction of the user on the platform (e.g., subscribed to CSS and NSS monthly newsletters).

Target: 15 % of registered users.

Contribution to the content of the platform Content uploads by users

Target: 60 % of all content is provided by users themselves

NSS uploads (comprising news, blogs, events, resources)

Target: 96 uploads per year

- Of which at least 2 monthly/24 per year (on average) blog posts published by the CSS and/or blog posts or articles published by other NSSs/users to be translated;
- at least 10 new events uploaded to EPALE calendar;
- at least 40 news items uploaded to EPALE news corner;
- at least 15 blog posts uploaded to the EPALE blog section;
- at least 7 new resources uploaded to the EPALE resources centre.

Qualitative targets:

ensuring regular quality checks of content and resources against relevance, up to dateness, accuracy and clarity; ensuring that the content is related to adult learning;

ensuring that content is linked to European and national priorities;

gathering and publishing on EPALE relevant and accurate information specifically on European policy objectives in the field of adult learning;

encouraging users to submit content, to rigorously assure the quality of content submitted, and periodically to check that content is still relevant and up to date;

gathering and publishing on EPALE relevant and accurate information specifically on the system(s) or measures that exist for:

- validating skills acquired through non-formal and informal learning;
- informing potential adult learners about the adult learning opportunities available to them;
- offering adults individualized guidance about the most suitable education and training provision for them;
- gathering data about adults' skills needs;

checking tags and checking for spelling mistakes.

To engage more adult educators, a contest for the National Quality Award label is conducted once a year and disseminated widely. The MoES has founded this prize of non-formal adult education to stress the significance of adult education and to highlight and appreciate the work of educational institutions and teachers working in the area of adult education. The statutes of the prize and criteria for awarding it were designed by the MoES in 2016 under the coordination of EPALE NSS Latvia. The prize of non-formal adult education represents a bronze sculpture is named "Sun Boat". It features a poetic image of the sun boat found in Latvian folklore and symbolizes renewal and development. This is a travelling

prize, which means every year it will be received by a different provider of non-formal adult education – an institution or organization that has promoted the development of non-formal adult education in Latvia and has provided for an unchangingly high quality of its educational performance. A unique sign to remind of the winning of the prize in the previous year is a miniature prize of "Sun Boat". It is made every year again. The miniature prize remains the property of the beneficiary.

Description

- 1) EPALE regional promotional seminars:
- At least 9 EPALE regional promotional events will include a presentation of EPALE in general with the particular emphasis on recent developments and new features available on EPALE, as well as to contribute to the creation of EPALE content. Through seminars will be disseminated also EPALE promotional materials.
- 2) EPALE promotional presentations within activities organized by SEDA, NC, MoES, PIPP (Adult Education Governance Council), LAEA, other NGOs:
- EPALE promotional presentations within at least 14 events organized by SEDA, NC, MoES, PIPP, LAEA and other NGOs will focus on providing general information on EPALE, recent developments and new features available, and showing how EPALE can help adult education institutions to find partners for their projects, how can be reflected project activities and disseminated project results. Through events will be shared EPALE promotional materials.
- 3) Press releases:
- Preparing a press release:

before every EPALE regional multiplier event, informing of the location and agenda for the event;

before every national event of the National Quality Award ceremony, informing of the location and agenda for the event, application procedure;

before EPALE experts' meeting in AE event, advising of the place and agenda for the event;

on important EPALE topics, NSS activities, online discussions and other topical issues on the platform. At least 30 press releases are published on the MoES homepage and sent to national news agencies for publication in local/regional/state sources.

- 4) Development of social media platforms (Facebook, Twitter, LinkedIn, Draugiem.lv, Instagram, YouTube):
- Further development of the established social media network. Social media (Facebook, Twitter, LinkedIn, Draugiem.lv, Instagram, YouTube) will be actively used on a daily base to promote the EPALE platform, sharing content to stakeholders organizations, recruit and engage users (FB will be used as the main tool because it is most popular in Latvia). Boosting option will be used.
- 5) EPALE-Latvia-Newsletters:
- The most important and valuable information related to the adult education reliable news of EPALE and European adult education community, as well as information on NSS activities, will be published in monthly EPALE newsletters. Mailing service will be used.
- 6) Participation in the international fairs:
- Participation in the annual events Conversation Festival "Lampa" or international fairs (in cooperation with other organizations) in order to promote EPALE and recruit users.
- 7) Quality Award label:
- Yearly organization of application process, selection, finalist nomination for AE Quality Award Label, organization of a prize-giving event.
- 8) Experts for award's normative regulation updating and preparation, for evaluation:
- To qualitatively stress the significance of adult education and highlight and appreciate the work of educational institutions and teachers working in adult education.
- 9) EPALE Adult Education Days:
- Yearly activity for advice giving to adult learners, awareness raising, recruitment and engagement of EPALE users and visitors.
- 10) EPALE promotional materials:
- Promotional materials (pens, leaflets, other materials) with providing links to the EPALE platform will be produced and disseminated during the events and other promotional activities of the EPALE.
- 11) Survey on the awareness of the EPALE platform in Latvia:
- A survey on the awareness of the EPALE platform will be implemented in 2022, 2023 and 2024. It will help to identify how EPALE could support the development of adult education. New activities of the NSS will be based on the recommendations of the survey. The results of the survey will be published and disseminated.

Work package WP3 - Contribution to the content of EPALE

Work Package Number	WP3	Lead Beneficiary	1. MES		
Work Package Name	Contribution to the content of EPALE				
Start Month	1	End Month	33		

Objectives

As well as being a lively community, the EPALE platform is a repository of resources, news, events and opinions. EPALE content is increasingly to be produced by users themselves as well as by the NSS. Its content complies with the established guidelines on quality, accuracy, and relevance to users' needs and to current European and national priorities for adult learning. An essential task of the NSS is therefore to encourage users to submit content, to make the best use of available content, to assure the quality of content submitted rigorously, and periodically to check that content is still relevant and up to date.

Strategy and activities for identifying and contributing relevant content and for motivating individual, local, regional and national stakeholders to create and/or share content on EPALE

NSS Latvia will follow that the EPALE platform is a repository of resources, news, events and opinions related to the fields and activities covered by the Council Resolution on a Renewed European Agenda for Adult Learning, the New Skills Agenda for Europe and the Recommendation on Upskilling Pathways as well as will focus on the national priorities for adult education provided in the "National Development Plan of Latvia for 2021-2027", "Sustainable Development Strategy of Latvia until 2030", "Guidelines of the Education Development for 2021-2027 "Future Skills for the Future Society"" (Order of the Cabinet of Ministers No.436, 22 June 2021) and its Action Plan for 2021-2023, and mentioned in OECD recommendations:

the provision for the accessibility and quality of adult education to the population disregarding their age, gender, education background, place of residence, level of income, ethnic origin, functional disability and other factors;

evaluation of the professional competencies acquired outside the formal education system;

development of professional qualifications of employees in line with the employer requirements;

reinforcement of the capacity of the vocational education institutions in adult learning.

In creating EPALE content, the specific themes established by CSS will be taken into account as well as other topicalities in adult learning.

The NSS Latvia will make the best use of available content by, e.g. translating content of interest in English for a wider public, promoting content through all available channels (social media, online and offline events, etc.), suggesting courses that can be listed in the online course catalogue, and performing regular quality checks of content and resources against relevance, up to dateness, accuracy and clarity.

The basic NSS EPALE strategy is based on the grass-root involvement of different AE providers, AE NGOs, and AE stakeholders representing various ministries, diverse higher education establishments to provide academic and quality input for the development of the content on the EPALE platform. As a result of the implementation of the strategy, the platform offers qualitative and relevant content; the number of registered users is continuously increasing; EPALE is promoted to all parts of the Latvian adult learning sector as well to the general public, resulting in an increasing awareness; all groups of Latvian stakeholders are represented as registered users on EPALE.

Potential thematic priorities:

topics related to informing all potential adult learners, including hard-to-reach groups, about all the adult learning opportunities available to them, including options for acquiring literacy, numeracy and digital skills;

topics that relate to gathering data about adults' skills needs;

awareness of the need for learning throughout life;

effective lifelong guidance and validation systems;

non-formal and informal adult education in libraries, museums;

through international cooperation, bring the best samples of AE policies to Latvia.

Contribution (quantitative targets) to the overall Key Performance Targets (KPTs):

15 % of total registered users have participated in one or more of platform/NSS activities per month, namely, are engaged; 1800 average visitors per month;

new registered users per year – at least 200;

by the end of 2024, about 60% of the content is provided by users themselves and is relevant and of high quality; at least 96 uploads per year, from which:

- at least 10 new events uploaded to EPALE calendar;
- at least 40 news items uploaded to EPALE news corner;
- at least 15 blog posts uploaded to the EPALE blog section;

- at least 7 new resources uploaded to the EPALE resources centre;
- at least 2 translations are uploaded per month.

Qualitative targets:

ensuring regular quality checks of content and resources against relevance, up to dateness, accuracy and clarity; ensuring that the content is related to adult learning;

providing that content is linked to European and national priorities;

gathering and publishing on EPALE relevant and accurate information specifically on European policy objectives in the field of adult learning;

encouraging users to submit content, to rigorously assure the quality of content presented;

gathering and publishing on EPALE relevant and accurate information specifically on the system(s) or measures that exist for:

- validating skills acquired through non-formal and informal learning;
- informing potential adult learners about the adult learning opportunities available to them;
- offering adults individualized guidance about the most suitable education and training provision for them;
- gathering data about adults' skills needs;
- news regarding micro-credentials, individual learning accounts and skills fund;

checking tags and checking for spelling mistakes.

Measures for motivating and reaching the targets:

The NSS will initiate cooperation between EPALE regional experts and coordinators of adult education in local municipalities for the promotion of EPALE possibilities and encourage them to use the platform as well as create and/or share the content on the platform.

A team of (paid) regional coordinators will be set up. Coordinators will support the NSS in identifying and creating content, the NSS will work closely with them. In the coordinators' meeting will be discussed a plan for contributions for content by the coordinators, including a schedule: the development of content calendar will be in 1st quarter of each year. In the contracts with the regional coordinators, individual agreements will be made on the number of contributions. Coordinators will support the NSS in promoting EPALE to users and stakeholders, for example by participating in or organizing events to promote EPALE, identifying content and resources for EPALE, writing blogs and articles, animate EPALE by commenting on content and contributing to discussions and editorial events, encouraging users and target groups to get involved, assist in mapping the sector and identifying potential users, assisting in organizing and providing training for users and stakeholders etc.

In order to evaluate the work done, by the end of 2022, 2023, 2024 will be carried out an evaluation among the stakeholders in the form of a survey. The purpose of the study is to examine what Latvian stakeholders know about EPALE; if they recognize the platform a useful in their professional lives, whether they are using and benefiting from the features provided on the platform, which suggestions they have.

Cooperation with academic society from the University of Latvia and other higher education institutions in order to encourage their communities to publish articles, the results of the researches carried out in the field of adult education, as well as to promote the best Latvian experience in adult education.

The NSS Latvia will set up a network of regional volunteers (regional coordinators from the previous EPALE project, librarians, museum staff, retirees who have been involved with the education sector and other stakeholders in adult education) to contribute to EPALE with content about regional initiatives, good practises and innovation to commit more users from the target groups of local and regional authorities, employers and employability services to the portal. In order to identify the potential volunteers among those who are active in AE to propose topics for publication, it is necessary to maintain the regional EPALE networks as started by the previous project. The regional EPALE networks incorporate all stakeholders in the region, either on national, local government level or on the organizational level of schools and different AE institutions and NGOs. This forum of opinions is a platform for different views to be expressed and voiced and, thus, to appear on the EPALE NSS site.

A network of paid experts for various topical themes of adult and lifelong learning will be established. These experts will come from stakeholder's organizations (local government's adult education specialists, universities, LDDK, the Latvian Language Agency, Society "Green Liberty" e.c.) and will cover specific areas: quality, problems raised, methods in adult learning, global education, sustainability, active citizenship, rights e.c. Experts will create original articles on AE topics for publication on the platform. This network will support the NSS in promoting EPALE, creating original and engaging content by writing blogs and articles, animating EPALE by commenting on content and contributing to discussions and editorial events, encouraging users and target groups to get involved, assisting in mapping the sector and identifying potential users, assisting in organizing and providing training for users and stakeholders etc. In the contracts with the experts, individual agreements will be made on the number of contributions.

The NSS will promote partner search, collaboration spaces and the best results of the projects on the EPALE platform. The NSS will develop and maintain the quality strategy. Systematically, the increase of registered users will be monitored to evaluate the effectiveness of the promotional activities undertaken and to adapt the strategy accordingly.

The NSS Latvia team will evaluate the development of the project and the project design every three months, discussing whether changes or adaptions are needed.

Every year – 2022, 2023 and 2024 - the NSS Latvia will organize applications for the National Quality Award in non-formal AE, as well as evaluation of applications and a prize-giving event.

For motivating individual, local, regional and national stakeholders to create/share content, it is crucial to be visible for the adult education field in Latvia. Therefore, at all available and possible opportunities, EPALE will be shown to potential stakeholders. This will be done by seminars, meetings, presentations, workshops, conferences as well as by participating in polling and surveys; the content or information about EPALE will be shared on social media by NSS Latvia and third parties/stakeholders;

Will be carried out awarding of the engagement of users (e.g. in discussions, questionnaires);

NSS Latvia will organize events, thematic groups or contests to motivate the submission of content by users (e.g., planned during the EPALE Adult Education Days);

enhancing the activity of users on the platform by offering webinars/workshops moderated by key experts in the field that would allow users to exchange ideas and receive validation on their approaches in practising adult education and training. Topics to be treated

Participation in discussion forums proposed by CSS and NSSs.

The proposition of new discussion topics, specifically those regarding development of adult learner's support system, regional cooperation in AE, basic skills, workplace learning, AE quality issues, skills gap, AE validation procedures and recognition of non-formal education and experience has been planned.

Delivering of 5 public seminars/webinars/training/workshops yearly on various AE quality issues ("Methods of nonformal and informal adult education"; "English in projects of adult education"; "Accessibility and quality assurance of adult education in Latvia"; "New Skills Agenda for Europe and the Recommendation on Upskilling Pathways"), best practice samples in AE, validation and recognition of non-formal education and experience, as well as participation in webinars offered by CSS and other NSS teams. At least one activity mentioned above will be addressed to adult education specialists of local municipalities. One workshop yearly will be dedicated to the AE policy decision-makers of MoES and partners in order to develop their skills needed in routine work. One activity will be fulfilled during the yearly EPALE Adult Education Days, which will be organized together with the annual EPALE Community Conference and include extra promotional activities (contest in social media on a current topic, awarded comments and questions in post etc.) and will lead to broader audience and engagement of the general public. To engage more adults, in 2021 the Latvian EPALE Academy was launched, in which can be learned basic skills needed for daily work, but most likely not learned at school. To apply to these courses, applicants have to be registered on the EPALE platform. Moreover, records and materials of these workshops will be available only in the closed groups of the Collaborative space. The participants, who have attended at least 3 EPALE Academy seminars, will be proposed to become EPALE Latvia ambassadors (not-paid). This voluntary position ensures them priority in other workshops organized by NSS Latvia, special offers (as EPALE Ambassador event, NSS and CSS sessions) and closer cooperation. They must publish at least one entry in the platform quarterly. At least 3 activities from 5 proposed yearly shall be within EPALE Academy. In year 2024, one workshop from 5 planned will be replaced with EPALE Latvia National conference dedicated to the end of NSS Latvia's project, results achieved as well as presentation and discussion on topical themes of adult education and relevant to adult educators.

The NSS Latvia activities will be online/offline and blended, e.g. conference might be face-to-face (if epidemiologically permitted) with the presence of participants and simultaneously translated online and embedded into the EPALE platform. Workshops held online will include interactive parts as ice breakers, energizers, polls, co-working space, group work etc. Afterwards, all materials and records are available in the closed groups of the Collaborative space.

Also, by translating of interesting and current contributions, the likelihood of active use is increased. EPALE platform's visibility can be reached by tackling such important AE issues as availability and quality in AE specifically those courses and programmes.

The NSS will further seek to build synergies of EPALE with other platforms and social media networks. Through relevant contributions on EPALE and social media, users are encouraged to comment, rate and contribute content. The NSS Latvia will focus more on the registered users of EPALE who have a Facebook, Twitter, LinkedIn, Draugiem.lv and Instagram account. They can be brought to the platform via the direct approach of social media. YouTube channel will work in a similar way and may encourage interest in the platform by browsing topical records and manuals.

The Latvian NSS will produce/adapt at least 2 tutorials on future updates of the platform.

NSS EPALE Latvia aims to promote the EPALE project partner search function in the Latvian adult education landscape and achieve strong dissemination of Erasmus+ project results through EPALE, highlighting possibilities offered by Erasmus+ Space.

During the events organized by NSS Latvia specifically will be promoted Collaborative Spaces and Communities of Practice. These will be used for the dissemination of materials from workshops organized by NSS Latvia as well as the creation of specific interest and stakeholders groups (e.g. for EPALE regional coordinators, experts, ambassadors, etc.). NSS Latvia will encourage users to interact with others on the platform, according to the possibilities available (e.g., commenting, liking e.c., propose new topics for online events and discussion, including the proposition of national

experts; actively comment on blogs, resources, as well as facilitate discussions, etc.; deliver/participate in public webinars or other online activities.

Description

- 1) Uploading of content to EPALE:
- -Each year NSS will upload (on average) content to the EPALE platform as follows:
 - at least 10 events in the calendar;
 - at least 40 news items in the news corner;
 - at least 15 blogs in the general blog;
 - at least 7 resources in the resource centre;
 - at least 24 translations.
- 2) Establishing and maintenance of the network of regional coordinators:
- Coordinators will support the NSS identifying and creating content, in promoting EPALE to users and stakeholders, for example, by participating in or organizing events to promote EPALE, identifying content and resources for EPALE, writing blogs and articles, animating EPALE by commenting on content and contributing to discussions and editorial events, encouraging users and target groups to get involved, assist in mapping the sector and identifying potential users. Coordinators will organize (in cooperation with the NSS staff) at least 9 regional promotional seminars about the use of the EPALE platform for the target groups in all regions of Latvia. The ambassadors will participate in the conferences on the different themes of adult education and events proposed by CSS.
- 3) Establishing and maintenance of the network of paid experts:
- Experts will cover specific areas: quality, problems raised, methods in adult learning, global education, sustainability, active citizenship, rights etc. In addition, this network will support the NSS in promoting EPALE, creating original and engaging content by writing blogs and articles, animating EPALE by commenting on content and contributing to discussions and editorial events. Higher quality content on the EPALE platform. At least 15 items yearly are published on the EPALE platform.
- 4) EPALE seminars/webinars/training/workshops/masterclasses/National Conference:
- Will be offered 5 activities (seminars/webinars/training/workshops/masterclasses) yearly on AE quality issues, basic skills and methods in AE, according to the current situation, focus themes established by CSS and during surveys. Experience and examples of good practice will be shared. During the last year of project one National Conference to be organized. The conference will provide project summary and evaluation, deliver presentations on NSS EPALE activities, reflect the events on EPALE, and experts' presentations on adult education issues.
- 5) Comments on blogs and discussions on EPALE:
- During seminars and workshops, through social media and through engaging publications, users will be encouraged to express their views on the EPALE platform. About 200 comments per year were submitted.
- 6) Promoting the opportunities offered by EPALE through social media:
- Support the animation of the platform, and the online community will be promoted and complemented through social media (FB, Twitter, LinkedIn, Draugiem.lv, Instagram, YouTube) and using modern programs (Canva, mailing service etc.), that will lead to an increased number of users.
- 7) Promotion of virtual communities:
- Within EPALE promotion events (WP2) about recent developments and new features of EPALE, special attention will be paid to the promotion of virtual communities: Community of Practice, Collaborative Spaces, Erasmus+ Space, Community of European VET practitioners.

STAFF EFFORT

Staff effort per participant

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

Participant	WP1	WP2	WP3	Total Person-Months
1 - MES	1.00	1.00	1.00	3.00
Total Person-Months	1.00	1.00	1.00	3.00

LIST OF DELIVERABLES

Deliverables

Grant Preparation (Deliverables screen) — Enter the info.

The labels used mean:

Public — fully open (automatically posted online)

Sensitive — limited under the conditions of the Grant Agreement

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

Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Туре	Dissemination Level	Due Date (month)
D1.1	Attendance in EPALE partner conference, Peer activity	WP1	1 - MES	OTHER	PU - Public	33
D1.2	Technical report	WP1	1 - MES	R — Document, report	R-UE/EU-R -	18
D2.1	EPALE regional promotional seminars	WP2	1 - MES	OTHER	PU - Public	33
D2.2	EPALE promotional presentations within activities organized by SEDA, NC, MoES, PIPP, LAEA, other NGOs	WP2	1 - MES	OTHER	PU - Public	33
D2.3	Press releases	WP2	1 - MES	OTHER	PU - Public	33
D2.4	EPALE-Latvia-Newsletters	WP2	1 - MES	OTHER	PU - Public	33
D2.5	Participation in international fairs	WP2	1 - MES	OTHER	PU - Public	33
D2.6	Quality Award label	WP2	1 - MES	OTHER	PU - Public	33
D2.7	EPALE Adult Education Days	WP2	1 - MES	OTHER	PU - Public	33
D2.8	Survey on the awareness of the EPALE platform in Latvia	WP2	1 - MES	OTHER	PU - Public	33
D3.1	Uploading of content to EPALE	WP3	1 - MES	OTHER	PU - Public	33
D3.2	EPALE seminars/webinars/training/	WP3	1 - MES	OTHER	PU - Public	32

Deliverables

Grant Preparation (Deliverables screen) — Enter the info.

The labels used mean:

Public — fully open (automatically posted online)

Sensitive — limited under the conditions of the Grant Agreement

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

Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Туре	Dissemination Level	Due Date (month)
	workshops/masterclasses/National Conference					
D3.3	Comments on blogs and discussions on EPALE	WP3	1 - MES	OTHER	PU - Public	33
D3.4	Promoting the opportunities offered by EPALE through social media	WP3	1 - MES	OTHER	PU - Public	33

Deliverable – Attendance in EPALE partner conference, Peer activity

Deliverable Number	D1.1	Lead Beneficiary	1. MES	
Deliverable Name	Attendance in EPALE partner conference, Peer activity			
Туре	OTHER	Dissemination Level	PU - Public	
Due Date (month)	33	Work Package No	WP1	

Description

Face-to-Face action in English language.

Best practice exchange, networking, cooperation in further activities.

4 days/2 attendies

Deliverable – Technical report

Deliverable Number	D1.2	Lead Beneficiary	1. MES
Deliverable Name	Technical report		
Туре	R — Document, report	Dissemination Level	R-UE/EU-R -
Due Date (month)	18	Work Package No	WP1

Description

Technical report not linked to a payment

Deliverable – EPALE regional promotional seminars

Deliverable Number	D2.1	Lead Beneficiary	1. MES	
Deliverable Name	EPALE regional promotional seminars			
Туре	OTHER	Dissemination Level	PU - Public	
Due Date (month)	33	Work Package No	WP2	

Description

During the project lifetime at least 9 seminars are organized (by coordinators in cooperation with the NSS staff) in five regions of Latvia. In addition, participants of EPALE promotional presentations are informed about EPALE and encouraged to become active and engaged users.

Deliverable – EPALE promotional presentations within activities organized by SEDA, NC, MoES, PIPP, LAEA, other NGOs

Deliverable Number	D2.2	Lead Beneficiary	1. MES	
Deliverable Name	EPALE promotional presentations within activities organized by SEDA, NC, MoES, PIPP, LAEA, other NGOs			
Туре	OTHER	Dissemination Level	PU - Public	
Due Date (month)	33	Work Package No	WP2	

Description

EPALE has been presented at least at 14 seminars by SEDA, NC, MoES, PIPP, LAEA, other NGOs. Participants of events are informed about EPALE, particularly about how EPALE can help them to find partners for their projects, to reflect project activities and to disseminate project results and have encouraged them to become active and engaged users.

Deliverable - Press releases

Deliverable Number	D2.3	Lead Beneficiary	1. MES
Deliverable Name	Press releases		
Туре	OTHER	Dissemination Level	PU - Public
Due Date (month)	33	Work Package No	WP2

Description

Awareness raising, informing about events, recruitment of EPALE users. In total, not less than 30 press releases shall be published.

Deliverable – EPALE-Latvia-Newsletters

Deliverable Number	D2.4	Lead Beneficiary	1. MES
Deliverable Name	EPALE-Latvia-Newsletters		
Туре	OTHER	Dissemination Level	PU - Public
Due Date (month)	33	Work Package No	WP2

Description

Different stakeholders and individual users receive focused information about current news, subscribers will learn about the most important topicalities of adult education in Latvia and in Europe. Users' activity and their awareness of topicalities in adult education will increase. At least 33 newsletters were sent.

Deliverable – Participation in international fairs

Deliverable Number	D2.5	Lead Beneficiary	1. MES	
Deliverable Name	Participation in international fairs			
Туре	OTHER	Dissemination Level	PU - Public	
Due Date (month)	33	Work Package No	WP2	

Description

Advice giving to adult learners, awareness raising, recruitment of EPALE users.

Deliverable - Quality Award label

Deliverable Number	D2.6	Lead Beneficiary	1. MES
Deliverable Name	Quality Award label		

Туре	OTHER	Dissemination Level	PU - Public
Due Date (month)	33	Work Package No	WP2

Description 3 Adult Education Quality Award events are organized.

Deliverable – EPALE Adult Education Days

Deliverable Number	D2.7	Lead Beneficiary	1. MES	
Deliverable Name	EPALE Adult Education Days			
Туре	OTHER	Dissemination Level	PU - Public	
Due Date (month)	33	Work Package No	WP2	

Description	
3 EPALE Adult Education Days organized.	

Deliverable - Survey on the awareness of the EPALE platform in Latvia

Deliverable Number	D2.8	Lead Beneficiary	1. MES		
Deliverable Name	Survey on the awareness of the EPALE platform in Latvia				
Туре	OTHER	Dissemination Level	PU - Public		
Due Date (month)	33	Work Package No	WP2		

Description

Identifying the target group thoughts about the platform, exploring their needs in terms of adult education. One survey every year.

Deliverable – Uploading of content to EPALE

Deliverable Number	D3.1 Lead Beneficiary		1. MES		
Deliverable Name	Uploading of content to EPALE				
Туре	OTHER	PU - Public			
Due Date (month)	33	Work Package No	WP3		

Description

Electonically, in Latvian.

Each year NSS will upload (on average) content to the EPALE platform as follows:

- at least 10 events in the calendar;
- at least 40 news items in the news corner;
- at least 15 blogs in the general blog;
- at least 7 resources in the resource centre;
- at least 24 translations.

Deliverable Number	D3.2	Lead Beneficiary	1. MES		
Deliverable Name	EPALE seminars/webinars/training/workshops/masterclasses/National Conference				
Туре	OTHER Dissemination Level PU - Public				
Due Date (month)	32	Work Package No	WP3		

Description

Hybrid/Blended, in Latvian.

Will be offered 5 activities (seminars/webinars/training/workshops/masterclasses) yearly on AE quality issues, basic skills and methods in AE, according to the current situation, focus themes established by CSS and during surveys. Experience and examples of good practice will be shared. During the last year of project one National Conference to be organized. The conference will provide project summary and evaluation, deliver presentations on NSS EPALE activities, reflect the events on EPALE, and experts' presentations on adult education issues.

Deliverable - Comments on blogs and discussions on EPALE

Deliverable Number	D3.3	Lead Beneficiary	1. MES		
Deliverable Name	Comments on blogs and discussions on EPALE				
Туре	OTHER Dissemination Level		PU - Public		
Due Date (month)	33	Work Package No	WP3		

Description

Electronically, in Latvian/English.

During seminars and workshops, through social media and through engaging publications, users will be encouraged to express their views on the EPALE platform. About 200 comments per year were submitted.

Deliverable - Promoting the opportunities offered by EPALE through social media

Deliverable Number	D3.4	Lead Beneficiary	1. MES	
Deliverable Name	Promoting the opportunities offered by EPALE through social media			
Туре	OTHER	Dissemination Level	PU - Public	
Due Date (month)	33	Work Package No	WP3	

Description

Electronically, in Latvian.

Support the animation of the platform, and the online community will be promoted and complemented through social media (Facebook, Twitter, LinkedIn, Draugiem.lv, Instagram, YouTube) and using modern programs (Canva, mailing service etc.), that will lead to an increased number of users.

LIST OF MILESTONES

(None)

LIST OF CRITICAL RISKS

Critical risks & risk management strategy

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

Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
1	Management risk: difficulty in working together. Low risk.	WP3, WP1, WP2	Kick-off meeting before the start of the project activities, regular project team meetings, teambuilding activities.
2	Personnel risk: lack of experience of employees, staff change. Low risk.	WP3, WP1, WP2	Kick-off meeting before the start of the project activities, regular project team meetings, motivating attitude.
3	Financial risk: misplanned financial flow. High risk.	WP3, WP1, WP2	Regular (quarterly) checking of financial flow. Timely budget amendment and requests.
4	Implementation risk: lack of staff and inaccurate tasks. Low risk.	WP3, WP1, WP2	Kick-off meeting before the start of the project activities, regular project team meetings.
5	Legal risk: non-compliance with contractual obligations. Medium risk.	WP3, WP1, WP2	Constant alignment of contractual obligation with accountants and lawyers.



ANNEX 1



Erasmus+ Programme (ERASMUS)

Description of the action (DoA) Part A Part B

Version 1.0 25 February 2021

IMPORTANT NOTICE

What is the Description of the Action (DoA)?

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

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

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

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

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

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

DESCRIPTION OF THE ACTION (PART A)

COVER PAGE

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

PROJECT Grant Preparation (General Information screen) — Enter the info.				
Project number:	101074777 - EPALE NSS LV			
Project name:	EPALE National Support Service in Latvia			
Project acronym:	EPALE NSS LV			
Call:	ERASMUS-EDU-2022-EPALE-IBA			
Topic:	ERASMUS-EDU-2022-EPALE-IBA — EPALE National Support Services			
Type of action:	ERASMUS Lump Sum Grants			
Service:	EACEA/A/06			
Project starting date:	01.04.2022			
Project duration:	33			

TABLE OF CONTENTS

Project summary
List of participants
List of work packages
Staff effort
List of deliverables (n/a for FPAs)
List of milestones (outputs/outcomes) (n/a for FPAs)
List of critical risks (n/a for FPAs)

PROJECT SUMMARY

Project summary

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

Use the project summary from your proposal.

The NSS Latvia has continued to implement the European Agenda for Adult Learning (AE), to build a more effective AE sector and contributed to further development of EPALE as a multi-lingual and a "one-stop-shop" platform, i.e. an open source of information with a strong pan-European dimension that supports the networking and exchange of information, expertise and good practices across the borders between stakeholders active in the field of adult learning provision.

The main priorities are:

- promotion of the platform and recruitment of users;
- contribution to the content and activities of EPALE;
- improving the quality of AE;
- organizing of promotional seminars, workshops, webinars, training, conference,
- organizing of the National Quality Award in non-formal AE;
- support to increase AE participation rate.

The main target groups:

- adult education providers, teachers, trainers, researchers, policymakers;
- all formal and non-formal adult education organizations;
- representatives of public authorities responsible for education and employment of adults;
- Non-governmental organizations (NGO) and volunteers;
- general public, namely, adults.

EPALE NSS has become the point where Latvian adult educators, researchers, students, policymakers can share country-specific information and resources, policy decisions on AE, events in other projects related to AE, contribute to the multilingualism of the EPALE platform.

Enhancement of national communication strategy aimed at promoting the platform and scheduling the planned AE activities during the project's lifetime: seminars, training, workshops, webinars for different networks will serve to develop the NSS page on the platform.

Applied online/offline communication activities has resulted in a series of comments and discussions maintained over social media: Facebook, Twitter, LinkedIn, Latvian "Facebook" – Draugiem.lv, Instagram, and YouTube channel. A total number of followers and registered users on both social media and the EPALE platform is continuous increasing. Will be continued sharing of publications in different social media regarding the topics and news published on EPALE, specifically those related to EPALE events and best practice samples in AE.

The main outputs and results by the end of 2024 are:

- 200 new registrations from the Latvian AE field in the EPALE platform every year;
- 1800 visitors per month;
- average 30% are regular visitors;
- 96 publications yearly added to EPALE platform, from which:
 - 10 new events uploaded to EPALE calendar;
 - 40 news items uploaded to EPALE news corner;
 - 15 blog posts uploaded to the EPALE blog section;
 - 7 new resources uploaded to the EPALE resources centre;
 - 24 translations from/to Latvian;
- 60 % of the content are provided by users themselves and is relevant and of high quality;
- 15 % of total registered users have participated in one or more KPT's activities;
- organized at least 5 seminars/webinars/workshops/training yearly, from which once National conference;
- participation in at least 9 co-organized regional seminars and 14 promotional events organized by others;
- participation in international fairs;
- at least 200 comments added to the blogs and discussions yearly;
- prepared and sent to users monthly EPALE-Latvia-Newsletter, and at least 30 press releases;
- maintained a team of regional coordinators, experts and ambassadors;
- fulfilled 3 surveys on the awareness of the EPALE platform in Latvia (one every year);
- 3 National Quality Award ceremonies for the best non-formal adult educator conducted.

PARTICIPANTS

Grant Preparation (Beneficiaries screen) — Enter the info.

Partner No	Role	Short Name	Legal Name	Country	PIC
1	BEN	MoES	Ministry of Education and Science of the Republic of Latvia	Latvia	999820226
2	C00				
2.1	AE				
3	BEN				
4	AP				

LIST OF WORK PACKAGES

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

Work Package No	Work Package Name	Lead Beneficiary	Effort (Person- Months)	Start Month	End Month	Deliverable No(s)
1	General implementation of EPALE	Ministry of Education and Science of the Republic of Latvia	1013	1	33	D1, D14
2	Promotion of the platform, recruitment, and engagement of users	Ministry of Education and Science of the Republic of Latvia	664	1	33	D2-D9
3	Contribution to the content of EPALE	Ministry of Education and Science of the Republic of Latvia	548	1	33	D10-D13

STAFF EFFORT N/A

Staff effort per participant Grant Preparation (Work packages - Effort screen) — Enter the info.						
Participant WP1 WP2 WP Total Person-Months						
[name]						
[name]						

Total Person-Months				
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LIST OF DELIVERABLES (n/a for FPAs)

Deliverables

Grant Preparation (Deliverables screen) — Enter the info.

The labels used mean:

Public — fully open (⚠ automatically posted online)

Sensitive — limited under the conditions of the Grant Agreement

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

Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Туре	Dissemination Level	Due Date (month)
D1	Attendance in EPALE partner conference, Peer activity	1	MES	OTHER	PU — Public	33
D2	EPALE regional promotional seminars	2	MES	OTHER	PU — Public	33
D3	EPALE promotional presentations within activities organized by SEDA, NC, MoES, PIPP, LAEA, other NGOs	2	MES	OTHER	PU — Public	33
D4	Press releases	2	MES	OTHER	PU — Public	33
D5	EPALE-Latvia-Newsletters	2	MES	OTHER	PU — Public	33
D6	Participation in international fairs	2	MES	OTHER	PU — Public	33
D7	Quality Award label	2	MES	OTHER	PU — Public	33
D8	EPALE Adult Education Days	2	MES	OTHER	PU — Public	33

D9	Survey on the awareness of the EPALE platform in Latvia	2	MES	OTHER	PU — Public	33
D10	Uploading of content to EPALE	3	MES	OTHER	PU — Public	33
D11	EPALE seminars/webinars/training/work shops/masterclasses/National Conference	3	MES	OTHER	PU — Public	32
D12	Comments on blogs and discussions on EPALE	3	MES	OTHER	PU — Public	33
D13	Promoting the opportunities offered by EPALE through social media	3	MES	OTHER	PU — Public	33
D14	Technical report	1	MES	R — Document, report	R-UE/EU-R — EU Classified	18

LIST OF MILESTONES (n/a for FPAs) N/A

Milestones Grant Preparation (Milestones screen) — Enter the info.									
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)				
[insert number]	[insert name]	[insert WP number]	[insert beneficiary short name]	[insert means of verification]	[insert dd/mm/yyyy]				

LIST OF CRITICAL RISKS (n/a for FPAs)

Critical risks & risk management strategy

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

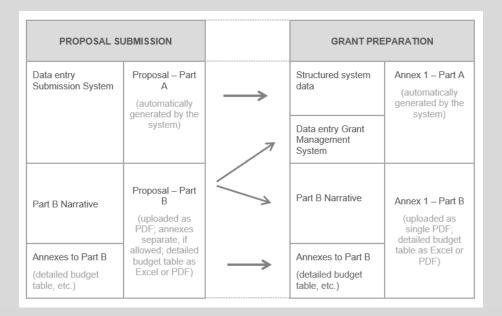
Risk No	Description	Work Package No(s)	Proposed Mitigation Measures
1	Management risk: difficulty in working together. Low risk.	1, 2, 3	Kick-off meeting before the start of the project activities, regular project team meetings, teambuilding activities.
2	Personnel risk: lack of experience of employees, staff change. Low risk.	1, 2, 3	Kick-off meeting before the start of the project activities, regular project team meetings, motivating attitude.
4	Financial risk: misplanned financial flow. High risk.	1, 2, 3	Regular (quarterly) checking of financial flow. Timely budget amendment and requests.
5	Implementation risk: lack of staff and inaccurate tasks. Low risk.	1, 2, 3	Kick-off meeting before the start of the project activities, regular project team meetings.
6	Legal risk: non-compliance with contractual obligations. Medium risk.	1, 2, 3	Constant alignment of contractual obligation with accountants and lawyers.

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

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

HOW TO MAKE YOUR PART B

- Attach the Part B of your proposal.
 - ⚠ There is NO need to make any other changes (cover page, footers, headers etc). In case of duplicate or contradictory information in Part B, Part A (or other parts of the Grant Agreement) will be considered to prevail.
 - ⚠ The version used should be the submitted version of the proposal (— unless you have been explicitly requested to make changes). All changes need to be discussed and agreed with the EU Project Officer. Substantial changes to the proposal are NOT allowed. If you made changes, please indicate them in a versioning table.
- If there are annexes, merge all parts of Part B into a single file, convert it into PDF and upload the PDF on the Grant Preparation Documents screen.



HISTORY OF CHANGES								
VERSION	RSION PUBLICATION CHANGE							
1.0	25.02.2021	Initial version (new MFF).						

ANNEX 2

ESTIMATED BUDGET (LUMP SUM BREAKDOWN) FOR THE ACTION

	WP1 General implementation of EPALE	WP2 Promotion of the platform, recruitment, and engagement of users	WP3 Contribution to the content of EPALE	Maximum grant amount ¹	
Forms of funding	Lump sum contribution	Lump sum contribution	Lump sum contribution		
	a	b	c	d = a + b + c	
1 - MES	81 784.00	78 602.00	107 214.00	267 600.00	

¹ The 'maximum grant amount' is the maximum grant amount fixed in the grant agreement (on the basis of the sum of the beneficiaries' lump sum shares for the work packages).

Associated with document Ref. Ares(2022)2294048 - 29/03/2022

FINANCIAL STATEMENT FOR THE ACTION FOR REPORTING PERIOD [NUMBER]

	EU contribution											
	Eligible lump sum contributions (per work package)											
	WP1 [name]	WP2 [name]	WP3 [name]	WP4 [name]	WP5 [name]	WP6 [name]	WP7 [name]	WP8 [name]	WP9 [name]	WP10 [name]	WP [XX]	Requested EU contribution
Forms of funding	[Lump sum contribution][Financing not linked to costs]	[Lump sum contribution][Financing not linked to costs]	[Lump sum contribution][Financing not linked to costs]	[Lump sum contribution][Financing not linked to costs]	[Lump sum contribution][Financing not linked to costs]	[Lump sum contribution][Financing not linked to costs]	[Lump sum contribution][Financing not linked to costs]	[Lump sum contribution][Financing not linked to costs]	[Lump sum contribution][Financing not linked to costs]	[Lump sum contribution][Financing not linked to costs]	[Lump sum contribution][Financing not linked to costs]	
Status of completion	COMPLETED	PARTIALLY COMPLETED	PARTIALLY COMPLETED	COMPLETED	NOT COMPLETED							
	a	b	c	d	e	f	g	h	i	j	k	I = a + b+ c + d+ e+ f+ g+ h+ i+ j+ k
1 — [short name beneficiary]												
1.1 – [short name affiliated entity]												
2 – [short name beneficiary]												
2.1 – [short name affiliated entity]												
X — [short name associated partner]												
Total consortium												

The consortium hereby confirms that:

The information provided is complete, reliable and true.

The lump sum contributions declared are eligible (in particular, the work packages have been completed and the work has been properly implemented and/or the results were achieved; see Article 6).

The proper implementation of the action/achievement of the results can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 19, 21 and 25).

ANNEX 5

SPECIFIC RULES

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

Rights of use of the granting authority on results for information, communication, publicity and dissemination purposes

The granting authority also has the right to exploit non-sensitive results of the action for information, communication, dissemination and publicity purposes, using any of the following modes:

- **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- **distribution to the public** in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file
- **editing** or **redrafting** (including shortening, summarising, changing, correcting, cutting, inserting elements (e.g. meta-data, legends or other graphic, visual, audio or text elements extracting parts (e.g. audio or video files), dividing into parts or use in a compilation
- translation (including inserting subtitles/dubbing) in all official languages of EU
- **storage** in paper, electronic or other form
- **archiving** in line with applicable document-management rules
- the right to authorise **third parties** to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out in this provision
- processing, analysing, aggregating the results and producing derivative works
- disseminating the results in widely accessible databases or indexes (such as through 'open access' or 'open data' portals or similar repositories, whether free of charge or not.

The beneficiaries must ensure these rights of use for the whole duration they are protected by industrial or intellectual property rights.

If results are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they

comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Access rights for the granting authority, EU institutions, bodies, offices or agencies and national authorities to results for policy purposes

The beneficiaries must grant access to their results — on a royalty-free basis — to the granting authority, other EU institutions, bodies, offices or agencies, for developing, implementing and monitoring EU policies or programmes.

Such access rights are limited to non-commercial and non-competitive use.

The access rights also extend to national authorities of EU Member States or associated countries, for developing, implementing and monitoring their policies or programmes in this area. In this case, access is subject to a bilateral agreement to define specific conditions ensuring that:

- the access will be used only for the intended purpose and
- appropriate confidentiality obligations are in place.

Moreover, the requesting national authority or EU institution, body, office or agency (including the granting authority) must inform all other national authorities of such a request.

Access rights for third parties to ensure continuity and interoperability

Where the call conditions impose continuity or interoperability obligations, the beneficiaries must make the materials, documents and information and results produced in the framework of the action available to the public (freely accessible on the Internet under open licences or open source licences).

COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17)

Additional communication and dissemination activities

The beneficiaries must engage in the following additional communication and dissemination activities:

- **present the project** (including project summary, coordinator contact details, list of participants, European flag and funding statement and project results) on the beneficiaries' **websites** or **social media accounts**
- for actions involving public **events**, display signs and posters mentioning the action and the European flag and funding statement
- upload the public **project results** to the Erasmus+ Project Results platform, available through the Funding & Tenders Portal.

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

EU restrictive measures

The beneficiaries must ensure that the EU grant does not benefit any affiliated entities, associated partners, subcontractors or recipients of financial support to third parties that are

subject to restrictive measures adopted under Article 29 of the Treaty on the European Union or Article 215 of the Treaty on the Functioning of the EU (TFEU).



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