



EUROPEAN COMMISSION
Directorate-General for Justice and Consumers
Director

GRANT AGREEMENT

Project 101074849 — D.E.A.P.

PREAMBLE

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

on the one part,

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

and

on the other part,

1. 'the coordinator':

DER HAMBURGISCHE BEAUFTRAGTE FÜR DATENSCHUTZ UND INFORMATIONSFREIHEIT (HmbBfDI), PIC 888245782, established in LUDWIG-ERHARD-STR. 22, HAMBURG 20459, Germany,

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

2. **LANDESBEAUFTRAGTE FÜR DATENSCHUTZ UND INFORMATIONSFREIHEIT MECKLENBURG-VORPOMMERN (LfDI M-V)**, PIC 889425884, established in LENNESTRASSE, SCHLOSS, SCHWERIN 19055, Germany,

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

Annex 2 Estimated budget for the action

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

Annex 3 Accession forms (if applicable)²

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

Annex 4 Model for the financial statements

Annex 5 Specific rules (if applicable)

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

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

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

TERMS AND CONDITIONS

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DATA SHEET

1. General data

Project summary:

Project summary
<p>The internet is omnipresent in the lives of today's children and youth. We are experiencing a digitalisation of society in which social networks, smart devices and artificial intelligence are continually growing in social significance. The dangers of identity theft, cyber-bullying and interference with political and social opinion-building through social media have long since become a reality. Education and the promotion of media and data protection competence are therefore among the most important tasks of future democratic societies: Only through awareness-building, education and targeted educational measures can active and informed participation in society and democracy succeed. The DPA's of Hamburg and Mecklenburg-Western Pomerania have formed a consortium with Hamburg's citizen broadcasting station and media competency expertise hub, TIDE. Over the course of two years, the project D.E.A.P. (Data, Education, Awareness, and Protection) aims to adapt the topic of data protection to the reality of parents' lives; D.E.A.P. wants to make data protection tangible and comprehensible. To do so, this project will raise awareness about educational data protection topics in online seminars and (barrier-free) offline events. In addition, we will produce multilingual education material (Videos, Podcast, digital booklet) and support building local community-based expert multiplier structures. D.E.A.P. supports not only the strategic nationwide efforts to promote the media literacy of pupils and parents in Germany, but also CERV's EU-wide impact goals. D.E.A.P.'s particular focus on fostering digital competency among socioeconomically disadvantaged parents is not only innovative, but also very promising. D.E.A.P. is a seminal, border-crossing educational project which perfectly complements the EU strategy of making Europe fit for the digital age!</p>

Keywords: not defined

Project number: 101074849

Project name: D.E.A.P. - Data, Education, Awareness, Protection

Project acronym: D.E.A.P.

Call: CERV-2021-DATA

Topic: CERV-2021-DATA

Type of action: CERV Project Grants

Granting authority: European Commission-EU

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

Project starting date: fixed date: 1 November 2022

Project end date: 31 October 2024

Project duration: 24 months

Consortium agreement: Yes

2. Participants

List of participants:

N°	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
1	COO	HmbBfDI	DER HAMBURGISCHE BEAUFTRAGTE FUR DATENSCHUTZ UND INFORMATIONSFREIHEIT	DE	888245782	288 593.98	259 734.58
1.1	AE	TIDE GmbH	TIDE GMBH	DE	935746294	116 809.76	105 128.78
2	BEN	LIDI M-V	LANDESBEAUFTRAGTE FUR DATENSCHUTZ UND INFORMATIONSFREIHEIT MECKLENBURG-VORPOMMERN	DE	889425884	298 602.76	268 742.48
Total						704 006.50	633 605.84

Coordinator:

- DER HAMBURGISCHE BEAUFTRAGTE FUR DATENSCHUTZ UND INFORMATIONSFREIHEIT (HmbBfDI)

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

Total eligible costs (BEN and AE)	Funding rate (%)	Maximum grant amount (Annex 2)	Maximum grant amount (award decision)
704 006.50	90	633 605.84	633 605.84

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

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

Cost eligibility options:

- Standard supplementary payments
- Limitation for subcontracting
- Travel and subsistence:
 - Travel: Unit or Actual costs
 - Accommodation: Unit or Actual costs
 - Subsistence: Unit or Actual costs
- Equipment: depreciation only
- Costs for providing financial support to third parties (actual cost; max amount for each recipient: EUR 60 000.00)
- Indirect cost flat-rate: 7% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any)
- VAT: Yes
- Other ineligible costs

Budget flexibility: Yes (no flexibility cap)

4. Reporting, payments and recoveries**4.1 Continuous reporting** (art 21)**Deliverables:** see Funding & Tenders Portal Continuous Reporting tool**4.2 Periodic reporting and payments****Reporting and payment schedule** (art 21, 22):

Reporting					Payments	
Reporting periods			Type	Deadline	Type	Deadline (time to pay)
RP No	Month from	Month to				
					Initial prefinancing	30 days from entry into force/ financial guarantee (if required) – whichever is the latest
1	1	24	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report

Prefinancing payments and guarantees:

Prefinancing payment		Prefinancing guarantee		
Type	Amount	Guarantee amount	Division per participant	
Prefinancing 1 (initial)	506 884.67	n/a	1 - HmbBfDI	n/a
			1.1 - TIDE GmbH	n/a
			2 - LfDI M-V	n/a

Reporting and payment modalities (art 21, 22):

Mutual Insurance Mechanism (MIM): No

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

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

No-profit rule: Yes

Late payment interest: ECB + 3.5%

Bank account for payments:

DE23200000000020201572

Conversion into euros: Double conversion

Reporting language: Language of the Agreement or other EU official language, if specified in the call conditions

4.3 Certificates (art 24):

Certificates on the financial statements (CFS):

Conditions:

Schedule: interim/final payment, if threshold is reached

Standard threshold (beneficiary-level):

- financial statement: requested EU contribution to costs \geq EUR 325 000.00

4.4 Recoveries (art 22)

First-line liability for recoveries:

Beneficiary termination: Beneficiary concerned

Final payment: Coordinator

After final payment: Beneficiary concerned

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

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

Joint and several liability of affiliated entities — n/a

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

Applicable law (art 43):

Standard applicable law regime: EU law + law of Belgium

Dispute settlement forum (art 43):

Standard dispute settlement forum:

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

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

6. Other

Specific rules (Annex 5): Yes

Standard time-limits after project end:

Confidentiality (for X years after final payment): 5

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

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

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

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

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

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

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

ARTICLE 2 — DEFINITIONS

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

Actions — The project which is being funded in the context of this Agreement.

Grant — The grant awarded in the context of this Agreement.

EU grants — Grants awarded by EU institutions, bodies, offices or agencies (including EU executive agencies, EU regulatory agencies, EDA, joint undertakings, etc.).

Participants — Entities participating in the action as beneficiaries, affiliated entities, associated partners, third parties giving in-kind contributions, subcontractors or recipients of financial support to third parties.

Beneficiaries (BEN) — The signatories of this Agreement (either directly or through an accession form).

Affiliated entities (AE) — Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046⁴ which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).

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

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

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

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

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

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

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

Fraud — Fraud within the meaning of Article 3 of EU Directive 2017/1371⁵ and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995⁶, as well as any other wrongful or criminal deception intended to result in financial or personal gain.

Irregularities — Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95⁷.

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

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

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

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The grant is awarded for the action **101074849 — D.E.A.P.** ('action'), as described in Annex 1.

ARTICLE 4 — DURATION AND STARTING DATE

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

CHAPTER 3 GRANT

ARTICLE 5 — GRANT

5.1 Form of grant

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

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

⁶ OJ C 316, 27.11.1995, p. 48.

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

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

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

5.2 Maximum grant amount

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

5.3 Funding rate

The funding rate for costs is 90% of the action's eligible costs.

Contributions are not subject to any funding rate.

5.4 Estimated budget, budget categories and forms of funding

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

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

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

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

5.5 Budget flexibility

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

However:

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

⁹ See Article 125 EU Financial Regulation 2018/1046.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS

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

6.1 General eligibility conditions

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

(a) for actual costs:

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

(b) for unit costs or contributions (if any):

- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
- (ii) the units must:
 - be actually used or produced by the beneficiary in the period set out in Article 4 (with the exception of units relating to the submission of the final periodic report, which may be used or produced afterwards; see Article 21)
 - be necessary for the implementation of the action and
- (iii) the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20)

(c) for flat-rate costs or contributions (if any):

- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2

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

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

6.2 Specific eligibility conditions for each budget category

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

Direct costs

A. Personnel costs

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

They must be limited to salaries, social security contributions, taxes and other costs linked to the remuneration, if they arise from national law or the employment contract (or equivalent appointing act) and be calculated on the basis of the costs actually incurred, in accordance with the following method:

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

The daily rate must be calculated as:

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

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

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

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

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

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

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

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

A.4 The work of **SME owners** for the action (i.e. owners of beneficiaries that are small and medium-sized enterprises¹⁰ not receiving a salary) or **natural person beneficiaries** (i.e. beneficiaries that are natural persons not receiving a salary) may be declared as personnel costs, if they fulfil the general

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

- engaged in an economic activity, irrespective of their legal form (including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity) and
- employing fewer than 250 persons (expressed in 'annual working units' as defined in Article 5 of the Recommendation) and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

eligibility conditions and are calculated as unit costs in accordance with the method set out in Annex 2a.

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

They:

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

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

B. Subcontracting costs

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

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

Subcontracting may cover only a limited part of the action.

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

C. Purchase costs

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

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

C.1 Travel and subsistence

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

- travel: as unit costs in accordance with the method set out in Annex 2a if covered by Decision C(2021)35¹¹ or otherwise as costs actually incurred and in line with the beneficiary's usual practices on travel
- accommodation: as unit costs in accordance with the method set out in Annex 2a if covered by Decision C(2021)35¹² or otherwise as costs actually incurred and in line with the beneficiary's usual practices on travel
- subsistence: as unit costs in accordance with the method set out in Annex 2a if covered by Decision C(2021)35¹³ or otherwise as costs actually incurred and in line with the beneficiary's usual practices on travel.

C.2 Equipment

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

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

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

C.3 Other goods, works and services

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

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

D. Other cost categories

D.1 Financial support to third parties

Costs for providing financial support to third parties (in the form of **grants, prizes** or similar forms of support; if any) are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred and the support is implemented in accordance with the conditions set out in Annex 1.

¹¹ Commission Decision of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

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

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

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

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

Indirect costs

E. Indirect costs

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

Contributions

Not applicable

6.3 Ineligible costs and contributions

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

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

- (vii) excessive or reckless expenditure
 - (viii) deductible or refundable VAT (including VAT paid by public bodies acting as public authority)
 - (ix) costs incurred or contributions for activities implemented during grant agreement suspension (see Article 31)
 - (x) in-kind contributions by third parties
- (b) costs or contributions declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following cases:
- (i) Synergy actions: not applicable
 - (ii) if the action grant is combined with an operating grant¹⁴ running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant
- (c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant)
- (d) costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies
- (e) other :
- (i) country restrictions for eligible costs: not applicable
 - (ii) costs or contributions declared specifically ineligible in the call conditions.

6.4 Consequences of non-compliance

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

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

CHAPTER 4 GRANT IMPLEMENTATION

SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS

ARTICLE 7 — BENEFICIARIES

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

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

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

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

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

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

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

(a) Each beneficiary must:

- (i) keep information stored in the Portal Participant Register up to date (see Article 19)
- (ii) inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 19)
- (iii) submit to the coordinator in good time:
 - the prefinancing guarantees (if required; see Article 23)
 - the financial statements and certificates on the financial statements (CFS) (if required; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
 - the contribution to the deliverables and technical reports (see Article 21)
 - any other documents or information required by the granting authority under the Agreement
- (iv) submit via the Portal data and information related to the participation of their affiliated entities.

(b) The coordinator must:

- (i) monitor that the action is implemented properly (see Article 11)
- (ii) act as the intermediary for all communications between the consortium and the granting authority, unless the Agreement or granting authority specifies otherwise, and in particular:

- submit the prefinancing guarantees to the granting authority (if any)
 - request and review any documents or information required and verify their quality and completeness before passing them on to the granting authority
 - submit the deliverables and reports to the granting authority
 - inform the granting authority about the payments made to the other beneficiaries (report on the distribution of payments; if required, see Articles 22 and 32)
- (iii) distribute the payments received from the granting authority to the other beneficiaries without unjustified delay (see Article 22).

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

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

Moreover, coordinators which are ‘sole beneficiaries’¹⁵ (or similar, such as European research infrastructure consortia (ERICs)) may delegate the tasks set out in Point (b)(i) to (iii) above to one of their members. The coordinator retains sole responsibility for compliance with the obligations under the Agreement.

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

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

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

- **TIDE GMBH (TIDE GmbH)**, PIC 935746294, linked to DER HAMBURGISCHE BEAUFTRAGTE FÜR DATENSCHUTZ UND INFORMATIONSFREIHEIT (HmbBfDI)

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

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

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

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

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

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

ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

9.1 Associated partners

Not applicable

9.2 Third parties giving in-kind contributions to the action

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

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

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

9.3 Subcontractors

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

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

The beneficiaries must ensure that their contractual obligations under Articles 11 (proper

implementation), 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the subcontractors.

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

9.4 Recipients of financial support to third parties

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

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

ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

10.1 Non-EU participants

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

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC¹⁶
- for the controls under Article 25: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

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

10.2 Participants which are international organisations

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

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)

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

- for the submission of certificates under Article 24: to use either independent public officers or external auditors which comply with comparable standards as those set out in EU Directive 2006/43/EC
- for the controls under Article 25: to allow for the checks, reviews, audits and investigations by the bodies mentioned in that Article, taking into account the specific agreements concluded by them and the EU (if any).

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

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

10.3 Pillar-assessed participants

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

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

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

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

and use the following specific rules, for:

- recoveries (Article 22): in case of financial support to third parties, there will be no recovery if the participant has done everything possible to retrieve the undue amounts from the third party receiving the support (including legal proceedings) and non-recovery is not due to an error or negligence on its part
- checks, reviews, audits and investigations by the EU (Article 25): will be conducted taking

into account the rules and procedures specifically agreed between them and the framework agreement (if any)

- impact evaluation (Article 26): will be conducted in accordance with the participant's internal rules and procedures and the framework agreement (if any)
- grant agreement suspension (Article 31): certain costs incurred during grant suspension are eligible (notably, minimum costs necessary for a possible resumption of the action and costs relating to contracts which were entered into before the pre-information letter was received and which could not reasonably be suspended, reallocated or terminated on legal grounds)
- grant agreement termination (Article 32): the final grant amount and final payment will be calculated taking into account also costs relating to contracts due for execution only after termination takes effect, if the contract was entered into before the pre-information letter was received and could not reasonably be terminated on legal grounds
- liability for damages (Article 33.2): the granting authority must be compensated for damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement only if the damage is due to an infringement of the participant's internal rules and procedures or due to a violation of third parties' rights by the participant or one of its employees or individual for whom the employees are responsible.

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

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

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

- eligibility (Article 6)
- consortium roles and set-up (Articles 7-9)
- security and ethics (Articles 13, 14)
- IPR (including background and results, access rights and rights of use), communication, dissemination and visibility (Articles 16 and 17)
- information obligation (Article 19)
- payment, reporting and amendments (Articles 21, 22 and 39)
- rejections, reductions, suspensions and terminations (Articles 27, 28, 29-32)

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

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

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

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

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

SECTION 2 RULES FOR CARRYING OUT THE ACTION

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

11.1 Obligation to properly implement the action

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

11.2 Consequences of non-compliance

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

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

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life,

political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

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

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

12.2 Consequences of non-compliance

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

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

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

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

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

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

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

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

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

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

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

The confidentiality obligations no longer apply if:

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

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

13.2 Classified information

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

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

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

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

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

13.3 Consequences of non-compliance

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

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

ARTICLE 14 — ETHICS AND VALUES

14.1 Ethics

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

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

14.2 Values

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

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

14.3 Consequences of non-compliance

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

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

¹⁷ Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

ARTICLE 15 — DATA PROTECTION

15.1 Data processing by the granting authority

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

For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725¹⁸.

15.2 Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679¹⁹).

They must ensure that personal data is:

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

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).

¹⁸ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

¹⁹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).

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

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

16.1 Background and access rights to background

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

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

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

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

16.2 Ownership of results

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

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

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

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

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

- (a) **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) **editing or redrafting** (including shortening, summarising, inserting other elements (e.g.

meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)

- (d) **translation**
- (e) **storage** in paper, electronic or other form
- (f) **archiving**, in line with applicable document-management rules
- (g) the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority
- (h) **processing**, analysing, aggregating the materials, documents and information received and **producing derivative works**.

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

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

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

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

16.4 Specific rules on IPR, results and background

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

16.5 Consequences of non-compliance

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

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

ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

17.1 Communication — Dissemination — Promoting the action

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

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

17.2 Visibility — European flag and funding statement

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



Funded by the
European Union



Co-funded by the
European Union



Funded by the
European Union



Co-funded by the
European Union

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

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

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

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

17.3 Quality of information — Disclaimer

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

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

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

17.4 Specific communication, dissemination and visibility rules

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

17.5 Consequences of non-compliance

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

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

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

Not applicable

SECTION 3 GRANT ADMINISTRATION

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

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

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

19.2 Participant Register data updates

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

19.3 Information about events and circumstances which impact the action

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

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

(b) **circumstances** affecting:

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

19.4 Consequences of non-compliance

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

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

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

The beneficiaries must — at least until the time-limit set out in the Data Sheet (see Point 6) — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any).

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

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

Moreover, the following is needed for specific budget categories:

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

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

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

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

20.2 Consequences of non-compliance

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

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

ARTICLE 21 — REPORTING

21.1 Continuous reporting

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

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

21.2 Periodic reporting: Technical reports and financial statements

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

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

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

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

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

The financial part of the periodic report includes:

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

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

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

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

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

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

21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

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

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

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

21.4 Reporting language

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

21.5 Consequences of non-compliance

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

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

ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE

22.1 Payments and payment arrangements

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

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

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

The cost of payment transfers will be borne as follows:

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

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

22.2 Recoveries

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

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

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

In case of enforced recoveries (see Article 22.4):

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

22.3 Amounts due

22.3.1 Prefinancing payments

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

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

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

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

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

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

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

22.3.2 Amount due at beneficiary termination — Recovery

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 1 — Calculation of the total accepted EU contribution

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

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

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

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

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

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

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

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

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

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

22.3.3 Interim payments

Interim payments reimburse the eligible costs and contributions claimed for the implementation of the action during the reporting periods (if any).

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

Payment is subject to the approval of the periodic report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

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

- Step 1 — Calculation of the total accepted EU contribution
- Step 2 — Limit to the interim payment ceiling

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the interim payment ceiling

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

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

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

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

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

The final payment (payment of the balance) reimburses the remaining part of the eligible costs and contributions claimed for the implementation of the action (if any).

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

Payment is subject to the approval of the final periodic report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the maximum grant amount

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

Step 3 — Reduction due to the no-profit rule

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

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

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the eligible costs approved by the granting authority (as compared to the amount calculated following Steps 1 and 2 minus the contributions).

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

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

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

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

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

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

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

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

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

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

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

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

If — after the final payment (in particular, after checks, reviews, audits or investigations; see

Article 25) — the granting authority rejects costs or contributions (see Article 27) or reduces the grant (see Article 28), it will calculate the **revised final grant amount** for the beneficiary concerned.

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

Step 1 — Calculation of the revised total accepted EU contribution

Step 1 — Calculation of the revised total accepted EU contribution

The granting authority will first calculate the ‘revised accepted EU contribution’ for the beneficiary, by calculating the ‘revised accepted costs’ and ‘revised accepted contributions’.

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

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

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

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

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

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

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

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

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

22.4 Enforced recovery

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

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

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

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

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

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

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

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

For grants where the granting authority is an EU executive agency, enforced recovery by offsetting or enforceable decision will be done by the services of the European Commission (see also Article 43).

22.5 Consequences of non-compliance

22.5.1 If the granting authority does not pay within the payment deadlines (see above), the beneficiaries are entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus the rate specified in the Data Sheet (Point 4.2). The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

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

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

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

²⁰ Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, p. 35).

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

24.1 Operational verification report (OVR)

Not applicable

24.2 Certificate on the financial statements (CFS)

If required by the granting authority (see Data Sheet, Point 4.3), the beneficiaries must provide

certificates on their financial statements (CFS), in accordance with the schedule, threshold and conditions set out in the Data Sheet.

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

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

- (a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC²¹ (or for public bodies: by a competent independent public officer)
- (b) the verification must be carried out according to the highest professional standards to ensure that the financial statements comply with the provisions under the Agreement and that the costs declared are eligible.

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

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

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

Not applicable

24.4 Systems and process audit (SPA)

Not applicable

24.5 Consequences of non-compliance

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

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

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

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

The granting authority may — during the action or afterwards — check the proper implementation of

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

the action and compliance with the obligations under the Agreement, including assessing costs and contributions, deliverables and reports.

25.1.2 Project reviews

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

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

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

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

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

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

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

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

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

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

25.1.3 Audits

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

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

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

The beneficiary concerned must cooperate diligently and provide — within the deadline requested —

any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Article 13.

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

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

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

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

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

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

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

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

25.3 Access to records for assessing simplified forms of funding

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

25.4 OLAF, EPPO and ECA audits and investigations

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

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

If requested by these bodies, the beneficiary concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or

²² Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18/09/2013, p. 1).

²³ Council Regulation (Euratom, EC) No 2185/1996 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).

other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections — as provided for under these Regulations.

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

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

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

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

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

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

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

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

25.5.2 Extension from other grants

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

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

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

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

- (a) an invitation to submit observations on the list of grants affected by the findings
- (b) the request to submit revised financial statements for all grants affected
- (c) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:

- (i) considers that the submission of revised financial statements is not possible or practicable or
- (ii) does not submit revised financial statements.

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

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

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

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

25.6 Consequences of non-compliance

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

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

ARTICLE 26 — IMPACT EVALUATIONS

26.1 Impact evaluation

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

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

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

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

26.2 Consequences of non-compliance

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

CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

SECTION 1 REJECTIONS AND GRANT REDUCTION

ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS

27.1 Conditions

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

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

Ineligible costs or contributions will be rejected.

27.2 Procedure

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

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

27.3 Effects

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

ARTICLE 28 — GRANT REDUCTION

28.1 Conditions

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

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

awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (see Article 25).

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

28.2 Procedure

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

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

28.3 Effects

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

SECTION 2 SUSPENSION AND TERMINATION

ARTICLE 29 — PAYMENT DEADLINE SUSPENSION

29.1 Conditions

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

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

29.2 Procedure

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

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

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

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

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

ARTICLE 30 — PAYMENT SUSPENSION

30.1 Conditions

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

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

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

30.2 Procedure

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

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

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

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

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

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

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

ARTICLE 31 — GRANT AGREEMENT SUSPENSION

31.1 Consortium-requested GA suspension

31.1.1 Conditions and procedure

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

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

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

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

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

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

31.2 EU-initiated GA suspension

31.2.1 Conditions

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

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

submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or

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

(c) other:

(i) linked action issues: not applicable

(ii) additional GA suspension grounds: not applicable.

31.2.2 Procedure

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

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

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

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

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

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

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

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

ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION

32.1 Consortium-requested GA termination

32.1.1 Conditions and procedure

The beneficiaries may request the termination of the grant.

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

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

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

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

32.1.2 Effects

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

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

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

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

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

32.2 Consortium-requested beneficiary termination

32.2.1 Conditions and procedure

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

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

- the reasons why
- the opinion of the beneficiary concerned (or proof that this opinion has been requested in writing)
- the date the beneficiary ends work on the action ('end of work date')

- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

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

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

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

32.2.2 Effects

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

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

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

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

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

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

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

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

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

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

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

32.3 EU-initiated GA or beneficiary termination

32.3.1 Conditions

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

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

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

32.3.2 Procedure

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

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

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

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

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

32.3.3 Effects

(a) for GA termination:

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

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the costs incurred and contributions for activities

implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

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

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

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

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

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

(b) for **beneficiary termination**:

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

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

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

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

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

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

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

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

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

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

SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS

ARTICLE 33 — DAMAGES

33.1 Liability of the granting authority

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

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

33.2 Liability of the beneficiaries

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

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

ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

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

²⁴ Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

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).

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

36.2 Date of communication

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

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

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

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

36.3 Addresses for communication

The Portal can be accessed via the Europa website.

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

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

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

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

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

Annex 2 takes precedence over Annex 1.

ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES

In accordance with Regulation No 1182/71²⁵, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

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

‘Days’ means calendar days, not working days.

ARTICLE 39 — AMENDMENTS

39.1 Conditions

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

²⁵ Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).

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



**Citizens, Equality, Rights and
Values Programme (CERV)**

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	
<i>Grant Preparation (General Information screen) — Enter the info.</i>	
Project number:	101074849
Project name:	D.E.A.P. - Data, Education, Awareness, Protection
Project acronym:	D.E.A.P.
Call:	CERV-2021-DATA
Topic:	CERV-2021-DATA
Type of action:	CERV-PJG
Service:	JUST/04
Project starting date:	fixed date: 1 November 2022
Project duration:	24 months

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Staff effort	8
List of deliverables	9
List of milestones (outputs/outcomes)	15
List of critical risks	16
Project reviews	17

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 internet is omnipresent in the lives of today's children and youth. We are experiencing a digitalisation of society in which social networks, smart devices and artificial intelligence are continually growing in social significance. The dangers of identity theft, cyber-bullying and interference with political and social opinion-building through social media have long since become a reality. Education and the promotion of media and data protection competence are therefore among the most important tasks of future democratic societies: Only through awareness-building, education and targeted educational measures can active and informed participation in society and democracy succeed. The DPA's of Hamburg and Mecklenburg-Western Pomerania have formed a consortium with Hamburg's citizen broadcasting station and media competency expertise hub, TIDE. Over the course of two years, the project D.E.A.P. (Data, Education, Awareness, and Protection) aims to adapt the topic of data protection to the reality of parents' lives; D.E.A.P. wants to make data protection tangible and comprehensible. To do so, this project will raise awareness about educational data protection topics in online seminars and (barrier-free) offline events. In addition, we will produce multilingual education material (Videos, Podcast, digital booklet) and support building local community-based expert multiplier structures. D.E.A.P. supports not only the strategic nationwide efforts to promote the media literacy of pupils and parents in Germany, but also CERV's EU-wide impact goals. D.E.A.P.'s particular focus on fostering digital competency among socioeconomically disadvantaged parents is not only innovative, but also very promising. D.E.A.P. is a seminal, border-crossing educational project which perfectly complements the EU strategy of making Europe fit for the digital age!

LIST OF PARTICIPANTS

PARTICIPANTS

Grant Preparation (Beneficiaries screen) — Enter the info.

Number	Role	Short name	Legal name	Country	PIC
1	COO	HmbBfDI	DER HAMBURGISCHE BEAUFTRAGTE FUR DATENSCHUTZ UND INFORMATIONSFREIHEIT	DE	888245782
1.1	AE	TIDE GmbH	TIDE GMBH	DE	935746294
2	BEN	LfDI M-V	LANDESBEAUFTRAGTE FUR DATENSCHUTZ UND INFORMATIONSFREIHEIT MECKLENBURG-VORPOMMERN	DE	889425884

LIST OF WORK PACKAGES

Work packages						
<i>Grant Preparation (Work Packages screen) — Enter the info.</i>						
Work Package No	Work Package name	Lead Beneficiary	Effort (Person-Months)	Start Month	End Month	Deliverables
WP1	Project preparation and coordination	2 - LfDI M-V	11.14	1	5	D1.1 – Project kick-off meeting, consortium coordination management meetings, kick-off meeting with the advisory board D1.2 – Advertising material
WP2	Organsiation of on-site events	2 - LfDI M-V	18.80	6	17	D2.1 – Progress Report
WP3	Implementation of on-site events and post production	2 - LfDI M-V	15.38	9	18	D3.1 – On-site events (5) D3.2 – Educational videos (5) – based on on-site events D3.3 – Evaluation
WP4	Organisation of digital events	1 - HmbBfDI	21.94	6	18	D4.1 – Online events (10)
WP5	Execution of online events and post-production	1 - HmbBfDI	14.68	10	19	D5.1 – Podcasts (5) – based on on-site events D5.2 – Educational videos (10) – based on online seminars D5.3 – Podcasts (10) – based on online seminars D5.4 – Evaluation of online-events
WP6	Parent cafés	2 - LfDI M-V	4.38	7	18	D6.1 – Parent Cafés (6)
WP7	Evaluation	1 - HmbBfDI	6.68	20	24	D7.1 – Digital booklet

Work package WP1 – Project preparation and coordination

Work Package Number	WP1	Lead Beneficiary	2. LfDI M-V
Work Package Name	Project preparation and coordination		
Start Month	1	End Month	5

Objectives

In the first months we have to prepare the project in form of contracts, starting the advertising and finding all project partners in the media education networks as well as the EU initiatives of media education.

Description

1. Cooperation agreement between HmbBfDI and LfDI M-V
2. Preparation of contract documents & job advertisement
3. Preparatory discussions with subcontractors & Universities for the Evaluation part of this project. Later finalising the contract for the evaluation of the project, preparation of the evaluation form.
4. Finalising advertising material for the project in general
 5. Initial contact with state media authorities, social institutions, EU initiatives, operators of parent cafes and other experts in media education.

Work package WP2 – Organisation of on-site events

Work Package Number	WP2	Lead Beneficiary	2. LfDI M-V
Work Package Name	Organisation of on-site events		
Start Month	6	End Month	17

Objectives

We will execute the on-site events in Hamburg and Mecklenburg-Western Pomerania. Therefore we need a final schedule of dates, topics and locations. If the dates are fixed, we start the advertising and press relations.

Description

1. Finalising the seminars curriculum (topic, possible speaker, etc.) + sourcing possible speakers/educators
2. Preparation of a binding schedule with locations, technical equipment, speakers and childcare
3. Advertising the dates and topics
4. final organisation of Speakers, Translators and participants with special needs

Work package WP3 – Implementation of on-site events and post production

Work Package Number	WP3	Lead Beneficiary	2. LfDI M-V
Work Package Name	Implementation of on-site events and post production		
Start Month	9	End Month	18

Objectives

During this working package we would like to execute the 5 on-site events. After every event the recorded material will be post-production starts with cutting and translating. Additionally after every on-site event the evaluation will be analyzed.

Description
1. Implementation of 5 events: 2 events in Hamburg, 3 events in MV with evaluation and recording (one event/month), sign language 2. Post-production: editing and settings of the recording, translation + publication on projects website 3. Evaluation of the on-site events

Work package WP4 – Organisation of digital events

Work Package Number	WP4	Lead Beneficiary	1. HmbBfDI
Work Package Name	Organisation of digital events		
Start Month	6	End Month	18

Objectives
We organize the online events which are based on special technical conditions. The contents of the online events are based on the experience of the on-site events. Also the online events have to be evaluated. On the same time the advertising of the project and the cross media promotion have to be realized.

Description
1. Preparation of digital events (5 events in each state) 2. Preparation of the technical base 3. Preparation of the evaluation form for the online events, implementation of the evaluation digitally 4. Placement of advertising for the online events, ads, press relation

Work package WP5 – Execution of online events and post-production

Work Package Number	WP5	Lead Beneficiary	1. HmbBfDI
Work Package Name	Execution of online events and post-production		
Start Month	10	End Month	19

Objectives
Execution of 10 digital events Media creation & publication on project websites Evaluation of online-seminars

Description
1. Implementation of 10 digital events with translation 2. Post-production of the online events: editing and settings of the recording, translation + publication on projects web 3. Evaluation of the online events, answers of the participants

Work package WP6 – Parent cafés

Work Package Number	WP6	Lead Beneficiary	2. LfDI M-V
Work Package Name	Parent cafés		
Start Month	7	End Month	18

Objectives
Preparations for parent cafés Implementation parent cafés Trainings for social workers of the social operators (transfer the knowledge)

Description
1. In cooperation with social operators we will finalise the curriculum based on the participants feedback + sourcing possible education. 2. Trainings for social workers/operators 3. Execution of the parent cafés

Work package WP7 – Evaluation

Work Package Number	WP7	Lead Beneficiary	1. HmbBfDI
Work Package Name	Evaluation		
Start Month	20	End Month	24

Objectives
Final evaluation of the project Creation of digital booklet Creation of final usage list Prepare final report of the project

Description
1. Finalizing the evaluation of the project and preparation of the report 2. creation of the digital booklet, final using list and cooperation of other projects (e.G. klicksafe)

STAFF EFFORT

Staff effort per participant									
<i>Grant Preparation (Work packages - E₃fort screen) — Enter the i₃fo.</i>									
Participant	WP1	WP2	WP3	WP4	WP5	WP6	WP7	Total Person-Months	
1 - HmbBfDI	4.99	7.90	5.69	9.47	5.34	1.19	3.14	37.72	
1.1 - TIDE GmbH	1.16	3.00	4.00	3.00	4.00	2.00	0.40	17.56	
2 - LfDI M-V	4.99	7.90	5.69	9.47	5.34	1.19	3.14	37.72	
Total Person-Months	11.14	18.80	15.38	21.94	14.68	4.38	6.68	93.00	

LIST OF DELIVERABLES

Deliverables <i>Grant Preparation (Deliverables screen) — Enter the info.</i> <i>The labels used mean:</i> <i>Public — fully open (🚩 automatically posted online)</i> <i>Sensitive — limited under the conditions of the Grant Agreement</i> <i>EU class fixed — RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision 2015/444</i>						
Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D1.1	Project kick-off meeting, consortium coordination management meetings, kick-off meeting with the advisory board	WP1	2 - Lfdi M-V	OTHER	SEN - Sensitive	5
D1.2	Advertising material	WP1	2 - Lfdi M-V	R — Document, report	PU - Public	5
D2.1	Progress Report	WP2	2 - Lfdi M-V	R — Document, report	SEN - Sensitive	13
D3.1	On-site events (5)	WP3	2 - Lfdi M-V	R — Document, report	PU - Public	16
D3.2	Educational videos (5) – based on on-site events	WP3	2 - Lfdi M-V	DEC — Websites, patent filings, videos, etc	PU - Public	18
D3.3	Evaluation	WP3	2 - Lfdi M-V	R — Document, report	SEN - Sensitive	18
D4.1	Online events (10)	WP4	1 - HmbBfDI	DEC — Websites, patent filings, videos, etc	PU - Public	18
D5.1	Podcasts (5) – based on on-site events	WP5	1 - HmbBfDI	DEC — Websites, patent filings, videos, etc	PU - Public	19
D5.2	Educational videos (10) – based on online seminars	WP5	1 - HmbBfDI	DEC — Websites, patent filings, videos, etc	PU - Public	19
D5.3	Podcasts (10) – based on online seminars	WP5	1 - HmbBfDI	DEC — Websites, patent filings, videos, etc	PU - Public	19

Deliverables						
Grant Preparation (Deliverables screen) — Enter the i,fo.						
The labels used mean:						
Public — fully open (⚠ automatically posted online)						
Sensitive — limited under the conditions of the Grant Agreement						
EU class.fied — 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	Type	Dissemination Level	Due Date (month)
D5.4	Evaluation of online-events	WP5	1 - HmbBfDI	R — Document, report	SEN - Sensitive	19
D6.1	Parent Cafés (6)	WP6	2 - LfDI M-V	R — Document, report	PU - Public	18
D7.1	Digital booklet	WP7	1 - HmbBfDI	R — Document, report	PU - Public	20

Deliverable D1.1 – Project kick-off meeting, consortium coordination management meetings, kick-off meeting with the advisory board

Deliverable Number	D1.1	Lead Beneficiary	2. LfDI M-V
Deliverable Name	Project kick-off meeting, consortium coordination management meetings, kick-off meeting with the advisory board		
Type	OTHER	Dissemination Level	SEN - Sensitive
Due Date (month)	5	Work Package No	WP1

Description
Invitation, Agenda, Minutes in EN

Deliverable D1.2 – Advertising material

Deliverable Number	D1.2	Lead Beneficiary	2. LfDI M-V
Deliverable Name	Advertising material		
Type	R — Document, report	Dissemination Level	PU - Public
Due Date (month)	5	Work Package No	WP1

Description
Advertising material ((e.g. posters, flyers), as well as digital banners for online marketing purposes)

Deliverable D2.1 – Progress Report

Deliverable Number	D2.1	Lead Beneficiary	2. LfDI M-V
Deliverable Name	Progress Report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	13	Work Package No	WP2

Description
Report in EN

Deliverable D3.1 – On-site events (5)

Deliverable Number	D3.1	Lead Beneficiary	2. LfDI M-V
Deliverable Name	On-site events (5)		
Type	R — Document, report	Dissemination Level	PU - Public
Due Date (month)	16	Work Package No	WP3

Description
Invitation, agenda, Target group: parents, presentation / training material, photos of the event

Deliverable D3.2 – Educational videos (5) – based on on-site events

Deliverable Number	D3.2	Lead Beneficiary	2. LfDI M-V
Deliverable Name	Educational videos (5) – based on on-site events		
Type	DEC — Websites, patent filings, videos, etc	Dissemination Level	PU - Public
Due Date (month)	18	Work Package No	WP3

Description
Hyperlink to the educational videos (based on the webinars)

Deliverable D3.3 – Evaluation

Deliverable Number	D3.3	Lead Beneficiary	2. LfDI M-V
Deliverable Name	Evaluation		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	18	Work Package No	WP3

Description
Interviews and surveys, target group: parents, transcript / recordings of interviews, analysis report on the anonymized data collection

Deliverable D4.1 – Online events (10)

Deliverable Number	D4.1	Lead Beneficiary	1. HmbBfDI
Deliverable Name	Online events (10)		
Type	DEC — Websites, patent filings, videos, etc	Dissemination Level	PU - Public
Due Date (month)	18	Work Package No	WP4

Description
Invitation, agenda, Target group: parents, presentation / training material, hyperlink to the educational videos (based on the webinars)

Deliverable D5.1 – Podcasts (5) – based on on-site events

Deliverable Number	D5.1	Lead Beneficiary	1. HmbBfDI
Deliverable Name	Podcasts (5) – based on on-site events		
Type	DEC — Websites, patent filings, videos, etc	Dissemination Level	PU - Public
Due Date (month)	19	Work Package No	WP5

Description

Hyperlink to the podcast

Deliverable D5.2 – Educational videos (10) – based on online seminars

Deliverable Number	D5.2	Lead Beneficiary	1. HmbBfDI
Deliverable Name	Educational videos (10) – based on online seminars		
Type	DEC — Websites, patent filings, videos, etc	Dissemination Level	PU - Public
Due Date (month)	19	Work Package No	WP5

Description

Hyperlink to the educational videos (based on the webinars)

Deliverable D5.3 – Podcasts (10) – based on online seminars

Deliverable Number	D5.3	Lead Beneficiary	1. HmbBfDI
Deliverable Name	Podcasts (10) – based on online seminars		
Type	DEC — Websites, patent filings, videos, etc	Dissemination Level	PU - Public
Due Date (month)	19	Work Package No	WP5

Description

Hyperlink to the podcast

Deliverable D5.4 – Evaluation of online-events

Deliverable Number	D5.4	Lead Beneficiary	1. HmbBfDI
Deliverable Name	Evaluation of online-events		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	19	Work Package No	WP5

Description

Online surveys, target group: parents, transcript / recordings of interviews, analysis report on the anonymized data collection

Deliverable D6.1 – Parent Cafés (6)

Deliverable Number	D6.1	Lead Beneficiary	2. LfDI M-V
Deliverable Name	Parent Cafés (6)		
Type	R — Document, report	Dissemination Level	PU - Public
Due Date (month)	18	Work Package No	WP6

Description
Invitation, agenda, Target group: parents, presentation / training material, photos of the event

Deliverable D7.1 – Digital booklet

Deliverable Number	D7.1	Lead Beneficiary	1. HmbBfDI
Deliverable Name	Digital booklet		
Type	R — Document, report	Dissemination Level	PU - Public
Due Date (month)	20	Work Package No	WP7

Description
Digital booklet (15-20 pages), different languages (depending on ethnic background of our participants and the evaluation results), in digital and printed format, publication on various partners websites (e.g klicksafe), target group: parents

LIST OF MILESTONES

Milestones						
<i>Grant Preparation (Milestones screen) — Enter the info.</i>						
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)	
1	Finalisation of all project kick-off meetings, consortium coordination management meetings, kick-off meetings with the advisory board	WP1	2-LfDI M-V	Invitation, Agenda, Minutes in EN	5	
2	Advertising	WP2	2-LfDI M-V	Starting point advertising	7	
3	Implementation on-site events	WP3	2-LfDI M-V	Invitation, agenda, Target group: parents, presentation / training material, photos of the event	17	
4	Advertising for online seminars	WP4	1-HmbBfDI	Electronic copy of our advertising material (posters etc.)	7	
5	Parent Cafés	WP6	2-LfDI M-V	Invitation, agenda, Target group: parents, presentation / training material, photos of the event	18	
6	Creation of digital booklet	WP7	1-HmbBfDI	Creation of digital booklet	20	
7	Implementation of online events	WP5	1-HmbBfDI	Invitation, agenda, Target group: parents, presentation / training material, hyperlink to the educational videos (based on the webinars)	17	

LIST OF CRITICAL RISKS

Critical risks & risk management strategy			
<i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
1	Corona Pandemic	WP3, WP6	Project set up considers already the specific pandemic conditions by focusing on online seminars. In addition, we are flexible with the schedule of the on-site events, to take into consideration the current pandemic situation. Also experiences have shown that the on-site events can be carried out with a test strategy and spacing rules. Hybrid events could also be considered.
2	low participation of parents	WP5, WP3	While the statistical figures show a high need for digital media measures, there is no possibility to ensure a fixed amount of participants. However, we will use our existing networks (e.g. State Parents' Councils and sponsors of day care facilities for children), the expertise of the advisory board and the results of our evaluation for feedback to draw maximum attention to the event through advertising
3	Video Conference system	WP4	On the one hand, our video conferencing systems must comply with data protection requirements. On the other hand, the systems needs to accommodate a large number of participants without any technical issues. It should also be considered that families with a low income might not have a current or even a capable device to participate in these video conferences. In rural areas of Mecklenburg- Western Pomerania reception/bandwidth could be a problem. This makes the follow-up of the online seminars in the form of videos (online and via the open channels of the state)

PROJECT REVIEWS

Project Reviews			
<i>Grant Preparation (Reviews screen) — Enter the info.</i>			
Review No	Timing (month)	Location	Comments
RV1	24		In the framework of the assessment of the final narrative and financial reports, a review may be organised



Citizens, Equality, Rights and Values Programme (CERV)

Description of the action (DoA)

Part B

Version 1.0
01 April 2021



PROJECT	
Project name:	[Data, Education, Awareness, Protection]
Project acronym:	[D.E.A.P.]
Coordinator contact:	[REDACTED] [Hamburg DPA (HmbBfDI)]

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ANNEXES	FEHLER! TEXTMARKE NICHT DEFINIERT.

1. RELEVANCE

1.1 Background and general objectives (*)

Background and general objectives

Describe the background and rationale of the project.

How is the project relevant to the scope of the call? How does the project address the general objectives of the call? What is the project's contribution to the priorities of the call?

Which target groups will be supported/assisted by/in the project. Why have you chosen to focus on them?

Describe the background and rationale of the project.

It is more important than ever for EU citizens to know the risks and dangers of digital environments and to appropriately protect their privacy in the digital space. D.E.A.P. presupposes that European and global challenges of ongoing digitalisation must be tackled with at least two tools: one of those tools is awareness of the GDPR and its implications on privacy and digital human rights. The second tool is a

basic understanding of digital media, artificial intelligence and common online threats. Both are vital for mature, informed and safe digital citizenship; they enable a digitalisation less troubled by, for example, risks of cyberbullying, identity and data theft, large scale hacks and undemocratic influencing of opinions.

With Art. 57 para. 1 lit. b of the General Data Protection Regulation (GDPR), the supervisory authorities have been assigned the task of educating the public about data protection issues - with a special focus on children - as a new legal task. For more than three years now, the GDPR (EU Regulation 2016/679) has been implemented in practice and is shaping the lives of EU citizens. Last year's European Commission report (COM(2020) 264 final) states that the regulation has achieved its objective, "namely to strengthen individuals' right to the protection of personal data and to ensure the free flow of personal data within the EU" (COM(2020) 264 final: 5).

How is the project relevant to the scope of the call? How does the project address the general objectives of the call? What is the project's contribution to the priorities of the call?

This project will raise awareness about educational data protection topics in online seminars and (barrier-free) offline events. In addition, we will produce multilingual education material (Videos, Podcast, and Booklet) and support building local community-based expert multiplier structures.

Which target groups will be supported/assisted by/in the project? Why have you chosen to focus on them?

It is commonly known, that - in the sense of model learning - parents set the example for their children with their media use so that they have a great deal of influence, especially when it comes to concrete behaviour. Parents are key for children's media education! Sonia Livingstone, Professor in the Department of Media and Communications at the London School of Economics and Political Science, points out that "parents, given that they know their children throughout their lives and not just at a particular moment in time, are better positioned than educators to sustain children's interests over the long term" (Livingstone, Sonia/Alicia Blum-Ross (2020): Parenting for a Digital Future: How Hopes and Fears about Technology Shape Children's Lives. Oxford University Press).

Parents have extensive knowledge to share with their children about potential dangers. However, an adequate risk assessment, for example of apps or online games, is increasingly challenging for them. This is because the risks associated with their digital media use, e.g. in relation to data processing procedures, are highly complex and can therefore quickly overwhelm parents (Kutscher & Bouillon, 2018; Manske & Knobloch, 2017). Moreover, parents have typically not grown up within a digitalised world, they are not "digital natives". This is a huge contrast to today's generation Z – their children.

At the same time, every individual in our society and parents in particular, face the challenge of resolving their own conflicts of values in relation to the use of digital devices and services. Indeed, the moment digital services are used, users disclose personal data and thus their privacy. For parents, this means that they must first critically reflect on their own digital values, become aware of these and then explain them in a transparent way to their children. Only in this way parents can be role models with their media behaviour and thus significantly shape their children's interaction in the digital world.

Through our project D.E.A.P., the participating parents have the opportunity to inform themselves in different target group-oriented digital and analogue barrier-free settings. Moreover, they can exchange information and to get support of digital media experts on the various topics of data protection, privacy and media education as well as their rights and obligations in the digital space which they can pass on within their family.

1.2 Needs analysis and specific objectives

Needs analysis and specific objectives *(n/a for Programme Contact Points)*

Provide a needs assessment. A need is a gap between what is and what should/ would be helpful or useful.

The needs assessment should be your starting point. Specify what needs will be addressed and how they have been identified. It should be specific and focus on the actual needs of the target group. It should include relevant, reliable data and, a robust analysis clearly demonstrating the need for the action (therefore, avoid references to generic statements and information about the problems and needs of the target group). The needs assessment should incorporate gender equality issues and non-discrimination considerations that identify the differences between and among women and men, girls and boys, in terms of their relative position in society and the distribution of resources, opportunities, constraints and power in a given context. The data supporting the needs assessment should be

dissaggregated by sex, as well as age or disability, whenever possible. You can refer to existing research, studies and previous projects that already demonstrate the need for action.

If your project is supported by a public authority, annex the Letter of support.

D.E.A.P. identifies two clustered areas of need: one, the crucial role of parents in data protection awareness and media competency and their lack of accessible informational resources to fulfil this role, and two: the vastly unmoderated media usage of children,

Doubtful role models: parents and the internet

According to the study "Kindheit, Internet, Medien (KIM)" (mpfs 2020), an annual baseline study on media use among 6- to 13-year-olds by the Medienpädagogischer Forschungsverbund Südwest, over 70% of the participating parents use neither any technical aids nor security or privacy settings on the kid's devices (KIM 2020: 85). Furthermore, 55% of the parents claim they have "nothing to hide" and therefore do not mind the lack of security and privacy during their online journey (KIM 2020: 77). Therefore, it is not surprising that the questionable data protection and privacy settings of social networks only play a minor role in families.

Moreover, parents use social networks without any forethought and thus share intimate insights into the lives of their families with children's photos („Children. Images. Rights. - Persönlichkeitsrechte von Kindern im Kontext der digitalen Mediennutzung in der Familie" University of Cologne in cooperation with the German Children's Fund). Consequently, the importance of protecting one's own personal data may not be passed on as a value concept within the family. This is particularly critical considering that children and young people are moving into the digital world at an increasingly early age.

A qualitative focus group survey in Mecklenburg-Western Pomerania by the LfDI M-V in March 2021 comprehensively investigated the attitudes and wishes of parents on the topic of media education. It was found that many parents are unsure whether they are optimally protecting and strengthening their child(ren) and their own personal data. The results from the focus group tests also match other studies: Seven out of 10 Germans feel like they have lost control about how their personal data is used in the Internet (Sinus-Institute / YouGov 2017). Moreover, the focus group survey reveals that many decisions in media education are not based on knowledge or well-founded research by parents, but solely on their own intuition. The focus group survey revealed further that parents want simple accessible up-to-date information. Nonetheless, hardly any parents have already conducted research on their own in the Internet, and none of the parents surveyed seemed to be aware of the existing offers from „Klicksafe“, among others. Also, parents are in favour of digital information outlets because they are often unable to attend on-site evening events (e.g. classical "parents' evenings" in Schools) for professional or personal reasons.

In Addition, a recent study conducted by the Google Safety Engineering Center (GSEC) and Statista interviewed 1000 legal guardians of children aged 3 to 15. According to the study, 82% of those questioned worry about their children's online safety. Getting approached by strangers, seeing inappropriate content or becoming a victim of cyber mobbing are parent's biggest fears when it comes to their children's online use. Consequently, 49% of the questioned guardians wish for help from third parties. One of their requests was the provision of information material regarding online safety for children (Source: "Fast die Hälfte der befragten Eltern wünscht sich Unterstützung bei der Mediennutzung ihrer Kinder", Google Safety Engineering Center in cooperation with statista). As a result, Google Germany just recently announced the establishment of a "Safety Center" for families. The newly created website aims to offer tips, assistance and rule proposals for media use within families.

Unwitting and omnipresent: children and the internet

According to the 2020 KIM-study, 71% of the interviewed 6- to 13-year-olds children regularly use the internet, especially to use Facebook's messenger app "Whatsapp", for research purposes or to watch movies on Google's Video platform "YouTube". In addition, 42% of Internet-savvy children between 6 and 13 reported using TikTok at least rarely, followed by Snapchat (31%), Instagram (30%) and Facebook (26%). This is astonishing considering the fact that, according to the German Data Protection Act (BDSG), the use of these services would only be legal in Germany from the age of 13 (and only if there was a declaration of consent from the parent or guardian).

High thresholds: socially disadvantaged families and the internet

Data protection is especially challenging for socioeconomically disadvantaged parents: The OECD study "The Resilience of Students with an Immigrant Background" concludes that "socio-economic disadvantage and language barriers are the biggest obstacles to success at school and in society for students with an immigrant background. (...)". However, privacy statements are already perceived as difficult to understand or incomprehensible by native German speakers (YouGov Study, 2017).

Additionally, the majority of internet websites or information material covering the complex topic of data protection topics are either in German or English (e.g.: <https://deinedatendeinerechte.de/>). The EU programme „Klicksafe“, however, is gladly offering some basic written information about data protection in Russian, Turkish and Arabic. But their information and practical tips seem to mainly reach parents who research on their own initiative or come across the offer of “Klicksafe“ through another educational context, e.g. a training course, flyers or other materials. Thus, we believe that parents do need further in-depth-information about data protection and even more importantly, they need them in accessible, multi-language formats.

“Each supervisory authority shall (...) promote public awareness and understanding of the risks, rules, safeguards and rights in relation to processing.” (Article 57, 1, (b) GDPR)

Both the HmbBfDI and LfDI M-V, receive numerous enquiries from parents about data protection. These inquiries have been rising sharply since the Corona pandemic - misunderstandings and lack of clarity about European data protection law often prevail here. In fact, the knowledge of the GDPR among adults is very heterogeneous: Just over half of EU citizens aged 16 and over are concerned about criminals accessing their data; possible access by companies, other governments or intelligence services concerns only less than 30% of respondents (FRA (2020): 5). Also, only half of the people in the EU know about their right of access for companies, while 60% know about this right for public authorities - with men being more informed than women (FRA (2020): 13). But, more than 1/3 of respondents in Germany do not know their competent data protection supervisory authority, which is a basic requirement for finding reliable information on the topic of data protection, to complain against the unlawful processing of personal data and to receive advice and training on the handling of personal data (FRA (2020): 14). To close the knowledge gap, DPAs need more financial and human resources – which they currently do not have.

The direct exchange of data protection supervisors with citizens will raise people's awareness of their rights and opportunities – and at the same time establish contact in order to provide support in the case of problems or queries and to further assert people's right to the protection of their personal data.

1.3 Complementarity with other actions and innovation — European added value

Complementarity with other actions and innovation *(n/a for Programme Contact Points)*

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

Illustrate the European dimension of the activities: trans-national dimension of the project; impact/interest for a number of EU countries; possibility to use the results in other countries, potential to develop mutual trust/cross-border cooperation among EU countries, etc.

Which countries will benefit from the project (directly and indirectly and why have you chosen them)? Where will the activities take place?

Clarify to what extent the project builds on synergies with other EU projects. If applicable, explain to what extent your project builds on previous project results in this field (state of play, relation to existing/recent developments, approaches, achievements, other EU programmes).

Note: The project should also complement or add benefits to the EU Member States' interventions in the area of gender equality and non-discrimination mainstreaming.

The European Data strategy – Shaping Europe's digital future

The European Commission has set itself the goal to work on a digital transformation that will benefit everyone. This European approach is based on three main pillars aimed at providing control over the digital transformation to EU citizens, businesses and governments. D.E.A.P.'s online lecture series and its multilingual informational videos and podcasts substantialise the first pillar “Technology that works for the people”, namely the “investment in digital skills for all Europeans” and “protect people from cyber threats (hacking, ransomware, identity theft), of the EU's digital strategy ambition.

“Bildung in der digitalen Welt” – Digital literacy in German Schools

The Standing Conference of the Ministers of Education and Cultural Affairs of the States in the Federal Republic of Germany (KMK) has set itself the goal of “taking up the challenges of digital changes in education and the ensuing transformation process (...) by integrating the digital changes in society into the teaching and learning process”. The strategic paper “Education in the Digital World”, which is based on the competence module „DigComp“ and on results from the ICILS-Study (2013), points out that, outside school, it is the parents who decide if, how and when they rear their children with digital media and its

tools. Therefore, it is social consensus that not only pupils, but also parents, need to acquire these "competences of the digital world".

The educational mandate pursuant to Article 57 (1) (b) of the GDPR.

The HmbBfDI and LfDI M-V expressly welcome the establishment of the educational task according to Article 57 (1) (b) of the GDPR. This is the basis for the all commitment in the education sector of the federal states. Hence, the two DPAs are the key drivers within their state to promote public awareness about the GDPR and understanding of the risks, rules, and rights in relation to data protection, whereas activities addressed specifically to children do receive specific attention. For years, both authorities have successfully conducted training courses and seminars on the practical implementation of the GDPR along the entire educational chain, primarily in the form of parents' evenings, seminars and specialist conferences for professionals.

Breaking federal state borders and jurisdictional boundaries.

In addition to the intended goal of making the public aware of their rights under the GDPR and strengthening families and children in the long term in dealing with their data in the digitalised world, the sustainable influence on the region and the state is also important. In this project, the HmbBfDI and the LfDI M-V are working across federal state borders and jurisdictional boundaries in an exemplary manner. Participants in the border region can freely choose their seminar. The project D.E.A.P. will also be recognized in the bordering states of Schleswig-Holstein and Lower Saxony and can inspire further data protection officers to organise similar formats. Through the joint Germany- and Europe-wide work in the Data Protection Conference (DSK) and the European Data Protection Board (EDPB), other federal states and other EU countries will benefit from the experience. By that saying, we will share regularly projects updates and materials. In addition, we will make a best-practice handbook available at the end of the projects timeframe to ensure European best practice transfer. In the best case, this will also lead to further cooperation in the area of awareness-raising work across federal state and national borders (please find more information under "Sustainability").

Further synergy effects can be generated with the EU-funded project "Klicksafe", an important measure in the field of media education work in Germany. This initiative also offers information on the subject of data protection, among other things. First, through this project, the existing materials and information from Klicksafe about data protection can be made widely known. And secondly, we can implement the existing materials to save costs and manpower. Conversely, all multilingual materials of this project, as well as video and podcast formats, are published under a Creative Commons license and can therefore be further used by other institutions, such as "Klicksafe". In addition, scientific results of the project can be made available. Building on this, new awareness campaigns for the promotion of data protection literacy can be initiated. By offering target-oriented trainings for parents about data protection, the project D.E.A.P. supports not only the strategic nationwide efforts to specifically promote the media literacy of pupils and parents in Germany, but also the rights of every child. With our network, we will work across borders to make this project as successful and effective as possible. Moreover, this project will take into consideration the EU Member States' interventions in the area of gender-related perspectives. More information about this topic can be found in 5.1.

2. QUALITY

2.1 Concept and methodology

Concept and methodology

Outline the approach and methodology behind the project. Explain why they are the most suitable for achieving the project's objectives. Include ethical and safety considerations to ensure that target groups are not subjected to harm in any way.

Note: Methodology is not a list of activities but are instruments, approaches that will be used, applied and created.

We will adapt the topic of data protection to the reality of parents' lives and make it tangible and comprehensible. Therefore, the project D.E.A.P. will adopt the following components while implementing the methodology to achieve the expected results:

1. **Raise awareness about educational data protection topics in online seminars and (barrier-free) offline events**
2. **Create multilingual education material (Videos, Podcast, Booklet)**

3. Support building local community-based expert multiplier structures

By doing so, we will give all parents the opportunity to inform themselves about various Data protection topics in different digital and analogue barrier-free settings, to exchange information and to get support from digital media experts on the topics of data protection, privacy and media education as well as their rights and duties in the digital space. These measurements include important preventive approaches, so that these values are being passed on to the family at an early stage.

1. Raise awareness about educational data protection topics in online seminars and (barrier-free) offline events

Online Seminars

We will organise free and accessible informational online seminars about educational data protection topics. These low-threshold, diverse information formats, which do not require any prior knowledge, will meet the target group where they are in terms of content and location, by simultaneously favouring the involvement of participants of all social categories, e.g. of different origins, different limitations, with different educational or economic backgrounds.

To make the seminars accessible to as many parents as possible, all seminars will be held online by using a data-protection-compliant video-conferencing tool. The great advantage of "webinars" is that (theoretically) an unlimited number of parents can participate simultaneously. Also, they are accessible from any place as they require only a computer and the internet. Thereby parents can participate from home, which will save travel time and expenses, but also offers the possibility for everyone to take part. As it is our set goal to include everyone in D.E.A.P., all of these online seminars will be simultaneously translated in German Sign language, too. In the seminars, the parents have the possibility to directly ask questions and / or exchange knowledge within the technical frame (e.g. with breakout rooms). For parents who might fear criticism and / or negative (non-constructive) feedback, the partial anonymity of the webinars reduces the fear to ask questions e.g. in a chat.

Offline Events

We are aware that web-based seminars have limits: We find that the possibilities to connect and exchange information in an interactive dialogue could become a challenge for the participants in a digital webinar. Also, some parents might not want to talk digitally to others or they do not have the possibility to take part due to technical issues (e.g. no sufficient bandwidth or no access to a smartphone / computer). Even though there are some options to partly overcome these challenges presented, we believe that additional possibilities to connect, while also gaining new knowledge from profound speakers, is vital. Therefore, as a second pillar of D.E.A.P.'s goal to raise awareness about educational data protection topics, we will organise five additional on-site events (two in the City of Hamburg and three in Mecklenburg-Western Pomerania). The barrier-free on-site events will focus on education and exchange of experiences of parents. For the educational part, we will invite experts on data protection literacy, media education or media addiction with different cultural backgrounds to give target-group oriented lectures. Also, based on the cycle of experiential learning according to Kolb, we will focus on practical, true to life experience (e.g. with gamification approaches). Furthermore, we will set-up a "trade fair area" for educational organisations and institutions. In this area, the parents receive information about further possible support. A lounge area for parents to relax and a childcare area, which offers a playful creative digital programme, completes the events. For parents who are receiving social security under Hartz IV, we will offer them the possibility to reimburse their travel expenses to ensure equal opportunities.

2. Creation of multilingual education material (Videos, Podcast, Booklet)

We will produce further professional educational video and information material as well as a podcast, which will be available on the internet. This extensive and diversified offering of educational material acknowledges different learning types within Europe's society. All of the project's material will be made publicly available and will be shared within the diverse European networks (e.g. EDSA, the Joint Research Centre, „Klicksafe“, etc.) to ensure European best practice transfer.

Comprehensive educational video-catalogue

Therefore, every given presentation from our speakers (see Point 1) will be professionally recorded. Afterwards, our video expert and associated partner TIDE will use the video material from the seminars to produce professional educational videos with an exciting story-telling and further thrilling animations.

Moreover, we will publish every video clip with a voice-over in various languages and added subtitles. But the translation process of videos is very complex. Therefore, we will firstly focus on the most spoken languages in Hamburg and Mecklenburg-Western Pomerania: English, Polish, Arabic, Russian and German Sign language. Also, we will have the possibility to broadcast the events and the videos to the linear TV by our associated partner, TIDE, and the Offene Kanal M-V, so everyone with access to a TV

can use our educational programme. This will also pay into the cost effectiveness, as we save renting, travel and other expenses costs for each of the online events.

Podcast

Podcasts have transitioned from a niche medium to mainstream today. Therefore, as a fifth pillar we will invite our experts from the online seminar and on-site events, as well as other “celebrities” (e.g. State Data Protection Commissioner, State Media Authorities, experts of media education) and participants, to talk about data protection further in our podcasts. In this format remaining open questions from the seminar will be answered, too. Also, the podcast gives us the possibility to take into consideration the collected feedback so that we can clarify facts and provide the target group with further in-depth information. Every podcast will be around 20-30 Minutes long and will be available in German. Naturally, the podcast transcripts are publicly available in German, English, Polish, Arabic and Russian.

Booklet

Lastly, at the end of D.E.A.P., we will gather all information from the seminars and create a digital booklet that everyone can order or download for free. Thereby, we give the parents valuable target-group oriented material on-hand, so that they can re-read everything and also share this information with other peers. This information will be also shared with other initiatives, e.g. “Klicksafe”, to raise the profile of this project further.

3. Support building local community-based expert multiplier structures

Thirdly, we organize regular “Parent-café” in the primary living environment of socio-economically disadvantaged parents in Hamburg and Mecklenburg-Western Pomerania. These informal “Meet-Ups” will be barrier-free, so that parents can join the event without the need of an enrolment procedure. Thanks to the large network of the HmbBfDI and the LfDI M-V, it is possible to come back to the existing structures of social institutions that already offer parent cafés. Moreover, we will integrate pedagogical specialists who are currently in training as future multipliers and experts in the concept of Parent-café in order to support contemporary practical training (e.g. students of college of education, student teacher and students of the social work degree program).

To conclude, the combination of online seminars and on-site events, the provisioning of professional educational video, podcasts, additional printed resources in combination with multiple peer-to-peer learning possibilities add up the advantages of each method and match the current enthusiasm for digital learning. D.E.A.P. is a fertile, comprehensive and profound educational project to increase the digital skills and digital sovereignty of all European parents.

2.2 Consortium set-up

Consortium cooperation and division of roles (if applicable) *(n/a for Town Twinning and Programme Contact Points)*

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

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

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

DPA Hamburg (HmbBfDI) and Mecklenburg-Western Pomerania (LfDI M-V)

The supervisory landscape under data protection law in Germany is federally structured. In addition to the supervision of the state and local authorities, the non-public sector is also supervised by the state data protection authorities. Therefore, the Hamburg and Mecklenburg-Western Pomerania DPA authorities advise citizens of Hamburg and Mecklenburg-Western Pomerania on all data protection issues, support them in exercising their rights of access to information and help them to enforce their data protection rights. LfDI M-V and HmbBfDI share the goal of promoting GDPR awareness among the general public; to this end, they have developed and implemented various successful education and public relations projects.

In Mecklenburg-Western Pomerania, for example, LfDI M-V initiated a state-wide youth project “Medienscouts MV - Jugend klärt auf” (Media Scouts M-V - Youth explains). The “Medienscouts M-V” is a peer-to-peer project in which young people learn handle digital media and applications, sharpen their

data protection awareness and additionally learn methods how to spread this knowledge at school, in the family and among friends. Furthermore, the LfDI M-V is a founding member of the state-wide media education network "Medienaktiv M-V", which counts among its member's notable partners such as the addiction counselling service, the police, and various youth welfare and media institutions. The network's annual conferences, which the data protection supervisory authority plays a major role in organising, are aimed at educational professionals from various disciplines as well as interested parties along the entire educational chain, including senior citizens. The LfDI M-V reaches around 4,000 citizens annually with its awareness-raising measures. In addition, the Media Scouts M-V train around 3,000 fellow pupils and have thus reached around 21,000 pupils since the 2012/13 school year.

In 2010, the Hamburg data protection authority was successfully involved in Hamburg's data protection competence promotion with its programme "You won't get my data". Since then, the HmbBfDI has been involved in various areas of media education. For example, an educational film for 8th grades students about data protection was produced, which is now available throughout Germany. Furthermore, the HmbBfDI collaborates with other Hamburg institutions on various media education projects along the entire educational chain. Hamburg's DPA also initialised an internal round table for public authorities in Hamburg about media literacy education; the DPA continues to play a key role in this.

Both data protection authorities are also working on or are involved in peer-to-peer projects for parents. In the course of the training of the "ElternMedienLotse" (Project in Hamburg, led by TIDE) and the Media Guides MV (project in M-V), parents are professionally trained to become experts in the field of media education. Later, the gained know-how can be passed on to other peers in the context of information evenings in schools, day-care centres or day nurseries and thus serve as competent contact persons for media education topics.

TIDE

TIDE, the affiliated partner in this project, is the non-profit public-access broadcasting station of Hamburg (Federal State in Germany). As such, it fulfils several functions and strengthens various competences: Above all, TIDE enables direct citizen participation in the creation of media content, especially on television and radio. TIDE provides professional radio and TV studios as well as necessary equipment. A team of professionals supports citizens, trainees and cooperation partners in the entire production process and monitors the adherence of journalistic standards. These productions are distributed by classical broadcasting, streaming or on-demand outlets and via social media. TIDE has its own server room and is self-sufficient in streaming and web hosting. Beyond rendering media accessible to the general public, TIDE also has a legal mandate which includes vocational training in the media sector.

TIDE permanently coordinates three projects advancing media literacy:

- "ElternMedienLotse", an initiative focusing on parent's media literacy,
- "SchnappFisch", a youth editorial board practicing journalism by children aged 11-17 and a platform of media pedagogues providing media production workshops to schools, and
- "MedienScouts", a peer-to-peer programme providing guidance on cyber-social questions and awareness-building among pupils and teachers.

Two of these projects have been successfully running for more than ten years; D.E.A.P. thus benefits from TIDE's vast professional experience, educational competency, institutional networks, and active participants from all projects. Therefore, TIDE is the ideal partner for this project, bringing in profound media and technical expertise, combined with substantial experience in adult education projects focusing on parents.

2.3 Project teams, staff and experts

Project teams and staff		
<p><i>Describe the project teams and how they will work together to implement the project.</i></p> <p><i>List the staff included in the project budget (budget category A) by function/profile (e.g. project manager, senior expert/advisor/researcher, junior expert/advisor/researcher, trainers/teachers, technical personnel, administrative personnel etc. and describe briefly their tasks. Provide CVs of all key actors (if required).</i></p> <p>Note: Please ensure a gender-balanced representation in the composition of project teams and staff performing the action.</p>		
Name and function	Organisation	Role/tasks/professional profile and expertise

[REDACTED]	HmbBfDI	Project manager + Senior expert - Overall project management and contact point for the EU Commission. She also provides advice, knowledge, experience and local network for implementing the project according to the planned objectives in Hamburg*.
[REDACTED]	LfDI M-V	Senior expert - Provides advice, profound knowledge, experience and local network for implementing the project according to the planned objectives, organisation of the on-site events in Mecklenburg-Western Pomerania*. * [REDACTED] have the main responsibility for all educational and the corresponding public relation tasks within the DPA in Hamburg and Mecklenburg-Western Pomerania. Hence, they bring profound data literacy expertise, a broad existing network, and the connections to every data protection project within the state to ensure this project's success.
[REDACTED]	TIDE	Senior expert/advisor/researcher - Responsible for implementing the project according to the planned objectives and for managing TIDE's tasks and obligations within the project.

Outside resources (subcontracting, seconded staff, etc)

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

If there is subcontracting, please also complete the table in section 4. Moreover, ensure that subcontractors are aware of gender mainstreaming and non-discrimination mainstreaming.

We will require subcontracting for the evaluation. All other tasks will be fulfilled within the consortium.

2.4 Consortium management and decision-making

Consortium management and decision-making (if applicable) (n/a for Town Twinning and Programme Contact Points)

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

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

The project will be developed and executed by the Data protection authority of Hamburg (HmbBfDI), the Data protection authority of M-V (LfDI M-V) (beneficiaries) and TIDE GmbH (affiliated partner). The core members of the steering group are [REDACTED]

Our consortium of equal partners will follow a holacracy-inspired organisational approach to implement the project according to the planned activities and objectives.

The project will be carried out by three interacting project teams with different focuses:

- HmbBfDI & TIDE: Responsible for all tasks related to the area of Hamburg (5 online seminars, two on-site events, organization of various parent-café)
- LfDI M-V: Responsible for all tasks related to the area of M-V (5 online seminars, 3 on-site events, organization of various parent-café)
- TIDE: Communication, visibility and technical implementation of project tasks (production of video material / Podcast, provisioning of technical equipment for streaming purposes and web conferencing for Hamburg and MV)

The persons involved in this project are located in different areas across northern Germany. Therefore, it is very important to establish a comprehensive communication concept for internal and external information exchange. For urgent, time-sensitive matters, the main contact person [REDACTED] has the decision-making right for the whole consortium.

Our information flow will be based on:

- E-Mail communication within the project members
- Monthly project update call through a videoconferencing platform in which we will update and discuss the projects tasks implementations, activities, next steps and possible risks within the team
- Regular project progress meetings with the core members of the steering group to review the project implementation, documentation, deliverables and risk management
- Knowledge transfer: We will take minutes of every meeting
- Information sharing system: We will use share drive (e.g. cryptpad.fr) to circulate information so that everyone can have access to the current status of the project at any time

In order to continuously incorporate external feedback into the project, an advisory board will also be formed. Possible partners are the parents' associations and the "Gehörlosenverband" in HH and M-V, the ministries of education, advocacy groups, the police and other media education initiatives.

A written consortium contract will guarantee a smooth cooperation between the parties involved to implement the planned activities according to the project's concept successfully.

2.5 Project management, quality assurance and monitoring and evaluation strategy

Project management, quality assurance and monitoring and evaluation strategy

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

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

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

Note: *The monitoring and evaluation strategy should also incorporate gender and non-discrimination considerations in order to measure changes and assess impact on gender equality issues. The indicators should be gender responsive so that they can measure gender equality changes over time. For instance, a gender responsive indicator can measure the increase in women's rate of employment or changes in social attitudes towards gender roles in work-life balance. The evaluation should be participatory and inclusive to all stakeholders, ensuring that women's and men's voices are prevalent throughout the entire evaluation process.*

The joint project management will be carried out by the HmbBfDI and the LfDI M-V. For this purpose, the two supervisory authorities have concluded a cooperation agreement that also regulates how the supervisory authorities plan the temporal and organisational process. Both supervisory authorities support each other in terms of expertise and content on the various topics.

Profiting from the experiences of the Media Scouts MV, Media Guides MV and ElternMedienLotse, the HmbBfDI, LfDI M-V and TIDE have an exceptionally high level in experience, network and expertise to reach the project objectives. The successful projects in Hamburg and Mecklenburg-Western Pomerania prove the previous successful project management of the supervisory authorities. During the pandemic, both authorities have gained a lot of experience in online formats, such as seminars and lectures.

Evaluation and feedback play a substantial role in this concept. With the help of a local university or university of applied science a gender-sensitive multi-lingual online feedback form will be provided for all participants to gather feedback about the seminars' topics, set-ups and suggestions for further development on the seminars. Additional interviews will deepen the level of feedback so that adjustments of the project's set-up can be made immediately. Without question, we will include diverse participants in the poll, to ensure representative results.


To guarantee that the seminars cover all relevant topics for our target group, we will moreover provide the possibility to request topics for the seminars throughout the whole project timeframe. By doing so, we can adopt the concept of the seminars specifically to the target group's needs instantly.

2.6 Cost effectiveness and financial management

Cost effectiveness and financial management *(n/a for prefixed Lump Sum Grants)*

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

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

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

This project follows a very efficient min/max principle. It is our clear goal to maximize the impact for our target group whilst investing the minimum necessary resources. Clearly online lectures are a great and very cost-effective way to provide knowledge and raise the awareness about data protection topics. For conducting online seminars, the only costs we have to cover are the technical- and set-up costs for the provisioning of a data protection-friendly videoconferencing tool, organisational efforts and fees for the speakers. Then, a (theoretically) unlimited number of parents can participate in an online-seminar simultaneously. As the seminars are accessible from any place and do not require additionally expensive tools, we also will save travel and other expenses for each of the online seminars.

For the educational video clips we will record each seminar. With this basis our partner TIDE will produce high quality educational material, which will be translated and made publically available under a creative commons licence in the internet. This also applies to the further information material and the podcast. The production will indeed cause costs once, but afterwards the material can be used unlimited in a secondary and tertiary utilization by everyone. The further provisioning of the project's material also ensures a sustainable and long-lasting impact in the future.

At the same time, the videos can be used on various sites and by diverse projects and organisations multiple times. The translation into several languages includes the possibility of using the material throughout the EU, e.g. via the EU initiative „Klicksafe“ or other DPAs. In this way, we provide citizens throughout the EU with the opportunity to educate themselves on the topic of data protection, privacy and media education in the family. A long-term use and circulation of our digital material in the EU matches our goal to empower people and specifically parents to navigate the digital world in a self-determined manner and even pushes the impact to another level.

The planned on-site events and parent-café's will cause additional costs and expenses. However, as a public organisation with a huge local network, we have access to various local community centres and (governmental and other) institutions resources within Hamburg and Mecklenburg-Western Pomerania. This will not only benefit the cost effectiveness, as we will save expensive rent payments, but will ensure that the events can take place barrier-free in a place the participants know and / or can reach easily in their region.

Used as indicators of success are the reach with media activities (videos, podcast and the booklet) and the number and participation in events (online-seminars, on-site events and parent café's). As mentioned earlier, we will publish all materials under a Creative Commons licence. This allows all EU-citizens and institutions (Klicksafe, parent-schools, schools, kindergarten, etc.) to download our media products and use them in secondary and tertiary exploitation.

Please note that the numbers (indicated in Part C) take only into account the participants and – for us – trackable call-of-figures during the project timeframe (→ gross contacts within 24 month)!

3. IMPACT

3.1 Impact and ambition

Impact and ambition

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

Who are the target groups? How will the target groups benefit concretely from the project and what would change for them? In what way will the gap identified be reduced? How will the activities contribute to improve the situation (difference between starting point/state of play and the situation after the end of the project?) How will the activities contribute to the promotion and advancement of gender equality and non-discrimination mainstreaming?

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

Note: Results/outcomes are immediate changes that materialise for the target groups after the end of the project (e.g. improved knowledge, increased awareness). Results/outcomes are different to deliverables. Deliverables are activities undertaken and outputs produced with the resources allocated to the project, e.g. training courses, conferences, manuals, video etc.

When defining expected results/outcomes and deliverables please consider if and how they will reduce, maintain, or increase inequalities between women and men, boys and girls, in all their diversity. What gender, age and disability differentiated results can be expected? How expected results will affect women and men, boys and girls from a range of diverse social groups, differently?

Who are the target groups?

The target audience is all parents, but D.E.A.P. focuses on a barrier-free accessibility for diverse and/or socioeconomically disadvantaged families, as well as single parents (male, female and diverse).

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

Short and midterm effects

By equipping parents with tools and knowledge, we enable them to spread their knowledge and teach their children to protect their data and use modern media responsibly and safely. Parents and children will be able to distinguish between fake news and facts, they will be able to protect their data both technically and under the law of the GDPR, and they will be able to form their own, unaffected (political) opinions.

Long term effects

Our project will foster sensibilities; the enduring exchange throughout the parent cafes will activate democratic awareness through community growing and counselling actions.

We aim to increase the GDPR awareness, democratic participation and the sustainable knowledge transfer among parents and throughout disadvantaged communities in Germany - and in Europe.

In what way will the gap identified be reduced?

In order to break up reproduced behaviours and to find their way in the digital world, we offer parents the possibility to inform themselves in different target group-oriented digital and analogue low-barrier settings. Additionally, they can exchange knowledge and get support from experts on various topics of data protection, privacy and media education as well as their rights and obligations in the digital space.

How will the activities contribute to improve the situation (difference between starting point/state of play and the situation after the end of the project?)

This projects' online lecture series offers the possibility to educate an (technically) unlimited amount of parents about data protection topics all over Germany. On-site events and parent-café in the primary living environment of our target group are filling the gap between the online and offline world. With the on-site events, we can reach up to 250 people directly. With the additional digital events, a number of participants of up to 1,000 families is possible. However, through the digital preparation of the information afterwards, the number of reachable families is unlimited, especially, because parents can watch the videos and listen to the podcast infinitely often. Also, our cooperation with "Klicksafe", as well as the translation into many different languages makes an EU-wide accessibility possible.

How will the activities contribute to the promotion and advancement of gender equality and non-discrimination mainstreaming?

It is our set goal to make the seminars accessible to as many parents as possible. Therefore, all seminars will be held online by using a data-protection-compliant video-conferencing tool. By that saying, all online seminars are accessible from any place (live or on demand), as they require only a computer and the internet. Thereby parents can participate from home, which will save travel time and expenses, but also offers the possibility for everyone to take part. A broad range of inclusive measurements, like a childcare for on-site events, multi-lingual translations, subtitles in videos and further information material, substantialise the project's impact and outreach.

Does the project aim to trigger change/innovation?

Yes! Our project will be the first of its kind in this area, despite the great demand for training on data protection. Projects focusing on media education in general already exist in Hamburg and M-V, but they have difficulties reaching families, especially from socio-demographically disadvantaged backgrounds. By

creating accessible videos and other educational materials in different languages, we can reach parents who are unable to attend parents' evenings and similar events due to multiple employment or other barriers.

An active, creative and self-determined use of media and digital applications ensures social participation, contributes to democracy building, integration and equal opportunities, strengthens the personality, builds the character and thus prevents extremism, for example. The teaching of digital skills must be made accessible to all generations along the entire educational chain. This is a task for society as a whole!

3.2 Communication, dissemination and visibility

Communication, dissemination and visibility of funding

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

Describe how the visibility of EU funding will be ensured.

Communication and dissemination activities should also contribute to the promotion of gender equality and non-discrimination. Communication materials should use gender inclusive language and positive visual representations. E.g.: When developing videos or leaflets ensure that women and men, in all their diversity, are equally represented in a non-stereotypical fashion and portrayed in active empowered roles. In addition, consider using communication channels that they are accessible to general audience, in particular to persons with disabilities, or people from marginalised groups.

A dedicated project website on the participants' websites will provide news about the project for interested parents as well as institutions looking for implementation guidelines and best-practice knowledge. The website will present the project goals and serve as a first point of contact for inquiries. Moreover, a public messenger group (e.g. on Signal or Threema (tbd)) provides a new and innovative possibility for the parents to get in touch with the project and to exchange information.

SEO will be implemented to ensure a high ranking in search engines such as Ecosia, Google, Bing and comparable websites. In addition, project partners will highlight the project on their websites and social media channels, always providing the link to the project websites. A project account on the data-protection friendly platform Mastodon will be used to promote the project and its website to parents, teachers and nursery staff.

In addition, a regular podcast is planned that will focus on media education topics. This podcast will be distributed via the project websites, various audio streaming providers and TIDE's broadcasting capacities. TIDE will provide its professional studio and equipment for the production of the podcast and videos.

All public relations work is based on the design guidelines for EU-funded projects. The project is advertised in schools and kindergartens with various printed materials (e.g. flyers, posters, postcards). The project partners use their large and lively networks as well as contacts to institutions of teacher training, colleges for social pedagogy, primary and secondary schools, kindergartens and other public places and institutions.

3.3 Sustainability and continuation

Sustainability, long-term impact and continuation

Describe the follow-up of the project after the EU funding ends. How will the project impact be ensured and sustained? What will need to be done? Which parts of the project should be continued or maintained? How will this be achieved? Which resources will be necessary to continue the project? How will the results be used?

Are there any possible synergies/complementarities with other (EU funded) activities that can build on the project results?

Describe the follow-up of the project after the EU funding ends. How will the project impact be ensured and sustained?

Throughout the project's timeframe, we will bring the project into the **political spotlight** and thus secure financial support from, for example, state politicians in the future. Furthermore, we strive to find partner

organizations that cooperate with us during the entire project and continue to work independently after the funding ends. Moreover, we will train pedagogical staff (e.g. of parent cafes) with our events in such a way that they can continue the parent cafes independently as **multipliers**. The preparation of the recordings is important for this. In this way, the multipliers (social workers) have multi-language material that they can show in parent cafés or use for teaching purposes in schools.

What will need to be done? Which parts of the project should be continued or maintained? How will this be achieved? Which resources will be necessary to continue the project? How will the results be used?

We will produce a comprehensive educational video-catalogue, a podcast and a digital booklet. These information materials can be used over a long period of time and can be updated as needed in the future.

We will share these extensive multilingual education materials publicly over our project websites and local partners (e.g. Hamburg Open Online University (<https://www.hoou.de/clusters>), Youngdata.de, etc.). Besides, we will also share information and "best practices" about the project within the DSK and the EDSA. All our materials will be multilingual. Therefore, other European initiatives, such as „Klicksafe“ or the media collection of the Joint Research Centre, can use the materials instantly. Thus, the existing material can be connected to existing local projects such as the media guides project in MV or the ElternMedienLotsen in Hamburg.

With its goal to raise awareness about the GDPR, this project not only complements the EU strategy of making Europe fit for the digital age; it is also a cross-border educational project which will create sustainable benefits for parents and contribute to elaborating a European strategy for digital competency of all EU citizens.

4.3 Schedule

ACTIVITY		MONTHS																								
		M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12	M 13	M 14	M 15	M 16	M 17	M 18	M 19	M 20	M 21	M 22	M 23	M 24	
Task 1.1 - Cooperation																										
Task 1.2 - Interviews																										
Task 1.3 – Evaluation partner																										
Task 1.4 – Contract Doc.																										
Task 1.5 – Advertising																										
Task 1.6 – Initial contact																										
Task 2.1 Topics offline																										
Task 2.2 - Schedule																										
Task 2.3 - Locations																										
Task 2.4 - Speaker																										
Task 2.5 - Assistance																										

4.4 Subcontracting

<p>Subcontracting Provide details of subcontracted project tasks (if any) and explain the reasons for this (as opposed to direct implementation by beneficiaries/affiliated bodies). Subcontracting - Subcontracting means the implementation of "action tasks", i.e. specific tasks that are part of the EU grant and are described in Annex 1 of the Grant Agreement. Note: Subcontracting is about outsourcing part of the project to a party outside the consortium. It is not simply a matter of purchasing goods or services. Normally, we expect participants to have sufficient operational capacity to carry out the project activities themselves. Subcontracting should therefore be the exception. Only include subcontracts that comply with the rules (i.e. best value for money and no conflict of interest; no subcontracting of coordinator tasks). Ensure that subcontractors are aware of the principles of gender mainstreaming and non-discrimination mainstreaming.</p>						
Work package no.	Subcontract No. (consecutive numbering in connection with WP)	Name of the subcontract (subcontracted tasks)	Description (including number of the task and BEN to which it is linked)	Estimated costs (EUR)	Justification (why is subcontracting necessary?)	Best price-performance ratio (How will you ensure this?)
3	2.1	Evaluation	- Scientific evaluation of the project (creation of surveys, interviews, creation interim-reports and one final report) - T 2.7 + T 3.4 + T 4.5 + T 5.4 + T 7.1	EUR 20,000	Professional knowledge in scientific evaluations	Universities in Hamburg or MV (network synergies)
Other issues:		/				
If subcontracting for the project represents more than 30 % of the total eligible costs, provide a detailed justification.						

5. OTHER

5.1 Ethics and EU values

Ethics and EU values

Describe ethics issues that may arise during the project implementation and the measures you intend to take to solve/avoid them.

Describe how you will ensure gender and non-discrimination mainstreaming in the project cycle. This means integrating gender equality and non-discrimination considerations in the design, implementation, monitoring and evaluation of project activities. Projects activities should be pro-active and contribute to the equal empowerment of women and men, girls and boys, in all their diversity, and ensure that they achieve their full potential, enjoy the same rights and opportunities. Gender and non-discrimination mainstreaming are a key mechanism for achieving gender equality and combating multiple and intersecting discrimination. In the delivery of project activities gender mainstreaming shall be ensured by systematically monitoring access, participation, and benefits among different genders, and by incorporating remedial action that redresses any gender inequalities and discriminatory effects in implementation of planned activities. The activities shall also seek to reduce levels of discrimination suffered by particular groups (as well as those at risk of multiple discrimination) and to improve equality outcomes for individuals.

If your project has a direct or indirect impact on children and their rights, indicate it clearly here. Make sure that your project is based on a child rights approach, i.e. that all the rights of the EU Charter of Fundamental Rights and the United Nations Convention on the Rights of the Child (UNCRC) and the Optional protocols, are promoted, respected, protected and fulfilled. The project should address children as rights holders and should ensure their participation in the design and implementation of the project. If you will have direct contacts with children you will have to provide a child protection policies in line with the [Keeping Children Safe Child Safeguarding Standards](#).

Explain how you intend to address privacy/data protection issues related to data collection, analysis and dissemination.

Outline measures to be taken and the policies in place to guarantee full compliance with the EU values mentioned in Article 2 of the Treaty on the European Union and Article 21 of the EU Charter of Fundamental Rights.

D.E.A.P. acknowledges and challenges a range of ethics and accessibility issues, especially relating to the accessibility for women and female single parents, parents with disabilities, parents from disadvantaged socioeconomic backgrounds and parents belonging to immigrant communities.

1. The Rights of the Child

Already in the early 2000s the European Union has identified 'digital literacy' as one of the eight key competences for lifelong learning (2006/962/EG). This competence consists in the confident and critical usage of all digital technologies used for information, communication and problem-solving strategies in all areas of life. Digital literacy is an overarching competency. It helps to develop other competences, such as communication, democracy building and language skills. In 2021 the "Committee on the Rights of the Child" published the "General Commitment no. 25 (2021) on children's rights in relation to the digital environment". In order to protect children's rights, but also poses the risks of their violation or abuse in today's digital world, the committee calls on the States to "support parents and caregivers in acquiring digital literacy and awareness of the risks to children in order to help them to assist children in the realization of their rights, including to protection, in relation to the digital environment." Also "States parties should disseminate information and conduct awareness-raising campaigns on the rights of the child in the digital environment, (...). They should facilitate educational programmes for children, parents and caregivers (...) to enhance their knowledge of children's rights in relation to the opportunities and risks associated with digital products and services. Such programmes should include information on how children can benefit from digital products and services and develop their digital literacy and skills, how to protect children's privacy (...)." To do so, states should give "training and advice on the appropriate use of digital devices (...) to parents, caregivers, educators and other relevant actors (...)." With D.E.A.P. we follow the Committee calls on the state by giving the participating parents the opportunity to inform themselves in different target group-oriented digital and analogue barrier-free settings. Moreover, they can exchange information and to get support of digital media experts on the various topics of data protection, privacy and media education as well as their rights and obligations in the digital space which they can pass on within their family.

2. Participants from immigrant communities and/or ethnic minority as well as socio-economically disadvantaged backgrounds

Parents from immigrant communities have often been excluded from comparable previous offers. This was especially due to language barriers. D.E.A.P. tackles this issue by translating all video material and offering multi-lingual transcripts of the podcasts.

Perhaps unsurprisingly, socioeconomic differences are influential on parents' knowledge of data protection. These differences may be amplified and a corresponding knowledge gap widened considerably in the following years. (Paus-Hasebrink, Sinner, Prochazka & Kulterer, 2018). This must be

averted. D.E.A.P. will expressly approach parent groups of German-speaking parents with ethnic minority backgrounds to lower the social thresholds related to parent training and increase awareness in these communities.

The digital formats of videos and podcast offer everyone the opportunity to consume awareness-raising content on demand, at their own pace and regardless of location.

3. Gender mainstreaming

The project guarantees gender inclusive language in all events, project deliverables and productions as well as registration forms and administrative documents. The language used throughout the project's internal and external activities will consistently incorporate multitudinous gender identities. The designs of logos and other material will be as gender neutral as possible and will portray people in all their diversity.

D.E.A.P. acknowledges the gender dimension in parenting – still, women are more often primary caregivers than men. The kind of “parent training” which D.E.A.P. will provide may prove tough to implement especially for single parents – who, crucially, are also predominantly female. D.E.A.P. hence provides child care for on-site events and strives to make its digital output reach all those women who cannot join on-site events.

Women are less aware of their rights granted within the GDPR (cf. Chapter 1.2). So one of our main goals is to address socio-economically disadvantaged and diverse parents, as well as single-parents (mostly women).

4. Participants with disabilities

All of the project's events and deliverables will take into account the needs of people with disabilities: people with visual impairments will be accounted for specifically in the format of all project deliverables. Wheelchair users will find primarily barrier-free premises as event venues – this will be communicated prominently in advance. At on-site events, auxiliary persons and assistance animals are granted free access and are already considered in the registration process. There will be translations into German Sign language for on-site events and the online videos so that people with hearing impairments may access the contents.

Digital offerings such as the website, videos and podcasts (cf. Chap. 2.1, 4.1) add benefits to people with illnesses, disabilities or other conditions which limit their mobility or ability to socialise conventionally.

5. General accessibility of contents

In any case, the Hamburg Commissioner for Data Protection and Freedom of Information as well as the LfDI M-V promote respectful interaction that meets the participating adults at eye level. All six pillars of the D.E.A.P. project mirror daily digital life, are easy to understand and use practical examples. In the analogue as well as the online events there will be room for questions and exchange as well as feedback to the organisers. In this way, the exact content of the event topic will also be based on the interests of the participants. This approach has already proven successful in other projects of the participating data protection supervisory authorities. The feedback from parents will be constantly gathered by a university / university of applied sciences (cf. chapter 2.5). Naturally, we will implement feedback immediately and adjust the project's scope accordingly. The target group therefore plays a significant role in the continuous improvement of the project.

Due to their own positioning, training and professional experience, the project team is already sensitive to dealing with people of diverse social categories. Three of four team members are women, there are two members with disabilities and two team members have children themselves and therefore meet the target group from a position of expertise and shared experience.

For the implementation of the events, a concept for non-discriminatory and inclusive implementation will be developed, which is adapted to the respective circumstances of the locations. This could be, for example, a telephone number and contact person from the team (Alexandra Wolf) as well as from support organisations and victim protection hotlines, which is visibly displayed in several places, including in the entrance area and in the toilets. This contact person in the team will also be designated for all queries, criticism and suggestions for improvement in relation to the inclusion of all people involved or participating in the project and will also be available during the events. The inclusive design of the project can be exemplary for other institutions and authorities.

5.2 Security

Security
Not applicable.

6. DECLARATIONS

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

Financial support to third parties (if applicable)
<p>If in your project the maximum amount per third party will be more than the threshold amount set in the Call document, justify and explain why the higher amount is necessary in order to fulfil your project's objectives.</p>
/

HISTORY OF CHANGES

Deliverables

Deliverable no.	Milestone name	Work package no.	Main beneficiary	Type	Due date	Description of change
D1	Project kick-off meeting, consortium coordination management meetings, kick-off meeting with the advisory board	1	LfDI M-V	OTHER	5	New deliverable according to instructions
D.3	Progress Report	1	LfDI M-V	R - document, report	13	New deliverable according to instructions
D5	Educational videos (5) – based on on-site events	3	LfDI M-V	DEC	18	New "type" + description
D8	Podcasts (5) – based on on-site events	5	HmbBfDI	DEC	19	New "type" + description
D7	Online events (10)	5	HmbBfDI	DEC	18	New "type" + description
D9	Educational videos (10) – based on online seminars	5	HmbBfDI	DEC	19	New "type" + description
D10	Podcasts (10) – based on online seminars	5	HmbBfDI	DEC	19	New "type" + description
	Final report	6	HmbBfDI	R – Document, report	24	deleted, according to instructions

Milestones

Milestone no.	Milestone name	Work package no.	Main beneficiary	Description	Due date	Comment
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MS1	Finalisation of all project kick-off meetings, consortium coordination management meetings, kick-off meetings with the advisory board	1	LfdI M-V	Invitation, Agenda, Minutes in EN	New milestone according to instructions
MS1	Cooperation and interviews	1	LfdI M-V	Finalise cooperation agreement and hiring process	deleted, no "completion of a key deliverable" or "critical decision point"
MS2	Advertising material	1	LfdI M-V	Finalisation of creation process	deleted, no "completion of a key deliverable" or "critical decision point"
MS3	Locations	1	LfdI M-V	Schedule and location timetable	deleted, no "completion of a key deliverable" or "critical decision point"
MS4	Seminar curriculum	1	LfdI M-V	Seminars' curriculum + possible speakers (incl. availability)	deleted, no "completion of a key deliverable" or "critical decision point"
MS5	Speaker / Translators	2	LfdI M-V	Final timetable with speaker based on the set events curriculum + translators	deleted, no "completion of a key deliverable" or "critical decision point"
MS6	Locations	2	LfdI M-V	Final timetable	deleted, no "completion of a key deliverable" or "critical decision point"
MS7	Technology	2	LfdI M-V	Selection of the technical implementation and commissioning	deleted, no "completion of a key deliverable" or "critical decision point"
MS8	Advertising	2	LfdI M-V	Start advertising for specific events	Set to milestone MS2
MS9	Evaluation-form	2	LfdI M-V	Evaluation form for the on-site events available	deleted, no "completion of a key deliverable" or "critical decision point"
MS10	Implementation on-site events	3	LfdI M-V	Implementation of presentation events (5 events: 2 Hamburg, 3 MV)	Set to milestone MS3, new name
MS11	Post-production, translation, publishing	3	LfdI M-V	Translation of recordings (first part), post-production and publishing	deleted, no "completion of a key deliverable" or "critical decision point"

MS12	Evaluation on-site events	3	LfdI M-V	Evaluation of on-site events	deleted, no "completion of a key deliverable" or "critical decision point"
MS13	Speaker / Translators	4	HmbBfDI	Final timetable with speaker based on the set events curriculum + translators	deleted, no "completion of a key deliverable" or "critical decision point"
MS14	Technology	4	HmbBfDI	Selection of the technical implementation and commissioning	deleted, no "completion of a key deliverable" or "critical decision point"
MS15	Advertising for online seminars	4	HmbBfDI	Start advertising for specific events	Set to milestone MS4, new name
MS16	Evaluation-form	4	HmbBfDI	Evaluation form for the on-site events available	deleted, no "completion of a key deliverable" or "critical decision point"
MS17	Implementation of online events	5	HmbBfDI	Implementation of 10 online events	Set to milestone MS7
MS18	Post-production, translation, publishing	5	HmbBfDI	Translation of recordings (first part), post-production and publishing	deleted, no "completion of a key deliverable" or "critical decision point"
MS19	Evaluation on-site events	5	HmbBfDI	Evaluation of online events	deleted, no "completion of a key deliverable" or "critical decision point"
MS20	Trainings	6	LfdI M-V	Trainings of social workers / educators (in training)	deleted, no "completion of a key deliverable" or "critical decision point"
MS21	Parent Cafés	6	LfdI M-V	Continuous Implementation of Parent Cafés and trainings for the social workers	Set to milestone MS5
MS22	Scientific Evaluation	6	HmbBfDI	Final scientific evaluation of the project (online- and offline events)	deleted, no "completion of a key deliverable" or "critical decision point"
MS23	Creation of digital booklet	6	HmbBfDI	Creation of a digital booklet with the most important facts & figures from all of the seminars	Set to milestone MS6
MS24	Proof of use	6	HmbBfDI	Creation of proof of use of the project	deleted, according to instructions
MS25	Final report	6	HmbBfDI	Prepare final report of the project	deleted, according to instructions

Effort

Previous forecast

Participant	WP1	WP2	WP3	WP4	WP5	WP6	WP7
HH	4,2	7,7	6,3	9,6	5,85	1,1	2
LfdI M-V	4,2	7,7	6,3	9,6	5,85	1,1	2
TIDE	2	8,25	5,85	7,2	6,75	3,3	0,4
Summe	10,4	23,65	18,45	26,4	18,45	5,5	4,4

New forecast

Participant	WP1 MV	WP2 MV	WP3 MV	WP4 HH	WP5 HH	WP6 MV	WP7 HH
HH	4,99	7,90	5,69	9,47	5,34	1,19	3,14
LfdI M-V	4,99	7,90	5,69	9,48	5,34	1,19	3,14
TIDE	1,16	3,00	4,00	3,00	4,00	2,00	0,40
Summe	11,13	18,81	15,39	21,95	14,67	4,37	6,68

Budget

Subcontracting

- Allocation of "hiring external expertise for barrier free events" (15.000€), "sign language translation" (10.000€) and "barrier free advertising" (45.000€) to other goods, works and services (C.3)
- As "subcontracting" only the external evaluation remains (20.000€)

Travel

- Adjustment of travel, accommodation and living expenses costs based ANNEX 2a (unit costs)

LIST OF PREVIOUS PROJECTS

List of previous projects					
<i>Please provide a list of your previous projects for the last 4 years.</i>					
Participant	Project Reference No and Title, Funding programme	Period (start and end date)	Role (COO, BEN, AE, OTHER)	Amount (EUR)	Website (if any)
TIDE (Media subcontractor)	EU Module Exercises (EU MODEX, Lot 3) ECHO/SER/2018/785706	2018-2021	Other	2.668.972,49	www.eu-modex.eu
TIDE (Media subcontractor)	EU Module Exercises (EU MODEX, Lot 5) ECHO/SER/2018/785710	2018-2021	Other	1.523.508,68	www.eu-modex.eu

ANNEX 2

ESTIMATED BUDGET FOR THE ACTION

Forms of funding		Estimated eligible ¹ costs (per budget category)										Estimated EU contribution ²					
		Direct costs					Indirect costs					Funding rate % ⁴	Maximum EU contribution ⁵	Requested EU contribution	Maximum grant amount ⁶		
A. Personnel costs		B. Subcontracting costs		C. Purchase costs					D. Other cost categories	E. Indirect costs ³	Total costs						
A.1 Employees (or equivalent)		A.4 SME owners and natural person beneficiaries		A.5 Volunteers		B. Subcontracting		C.1 Travel and subsistence			C.2 Equipment		C.3 Other goods, works and services	D.1 Financial support to third parties	E. Indirect costs	Total costs	
A.2 Natural persons under direct contract		A.3 Seconded persons		Unit costs ⁷		Unit costs ⁷		Travel	Accommodation	Subsistence	Unit ⁷ or actual costs	Unit ⁷ or actual costs	Actual costs	Actual costs	Flat-rate costs ⁸	f = a + b + c + d + e	
a1		a3		a4		b		c1a	c1b	c1c	c2	c3	d1	e	g = f * U%	h	m
1 - FmbBDDI		147 600,00	0,00	0,00	0,00	20 000,00	0,00	2 696,00	1 089,00	2 979,00	14 500,00	80 850,00	0,00	18 879,98	259 734,58	259 734,58	259 734,58
1.1 - TIDE GmbH		80 000,00	0,00	0,00	0,00	0,00	0,00	2 304,00	714,00	2 425,00	8 000,00	15 725,00	0,00	7 641,76	105 128,78	105 128,78	105 128,78
2 - LIDI MEV		147 600,00	0,00	0,00	0,00	20 000,00	0,00	4 232,00	2 279,00	4 957,00	35 500,00	84 500,00	0,00	19 534,76	268 742,48	268 742,48	268 742,48
Σ consortium		375 200,00	0,00	0,00	0,00	20 000,00	0,00	9 232,00	4 082,00	10 361,00	58 000,00	181 075,00	0,00	46 056,50	704 006,50	633 605,84	633 605,84

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

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

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

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

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

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

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

⁸ See Data Sheet for the flat-rate.

ANNEX 2a**ADDITIONAL INFORMATION ON UNIT COSTS AND CONTRIBUTIONS****SME owners/natural person beneficiaries without salary** (Decision C(2020) 7115¹)

Type: unit costs

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

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

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

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

Volunteers (Decision C(2019)2646²)

Type: unit costs

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

Amount per unit (daily rate):

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

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

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

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

Travel and subsistence (Decision C(2021)35³)

Travel

Type: unit costs

Units: travel (journeys) for the action

Amount per unit:

standard:

for travel of 50 -399km (inside EU countries):

Country	Unit costs in €	Country	Unit costs in €	Country	Unit costs in €
AT	60	FI	36	PL	20
BE	46	FR	64	PT	40
BG	12	HR	36	RO	16
CZ	20	HU	28	SE	56
DE	64	IE	36	SI	27
DK	76	IT	52	SK	20
EE	16	LT	20		
EL	36	LV	16		
ES	52	NL	49		

³ Commission [Decision](#) of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

for travel cf 50 -399km (land-based; between EU countries):

MS	AT	BE	BG	CZ	DE	DK	EE	EL	ES	FI	FR	HR	HU	IE	IT	LT	LU	LV	NL	PL	PT	RO	SE	SI	SK	
AT				58	65						64	58	58	58	58					58			58		58	58
BE					82						82						50		82							
BG								37				36	26									17				
CZ	58				65						64	36	26							20			19		37	21
DE	65	82		65		76					82	65					82		65	65				76		65
DK					76														76							
EE																22		22								
EL			37																							
ES											82											54				
FI																								55		
FR	64	82		64	82				82						82		82		82							
HR	58		36	36	65							36			50								36		37	
HU	589		26	26								36			50					26			26		37	26
IE																										
IT	58				65						82	50	50												50	
LT							22											19		20						
LU		50			82					82									82							
LV							22									19				20						
NL		82			65	76					82						82									
PL	58			20	65											20		20					20			21
PT									54																	
RO	58		17	19								36	26							20						21
SE						76				55										20						
SI	58			37	65							37	37	50												37
SK	58			21									26							21			21		37	

No connection below 400 km

for travel cf 50-399km not covered above: EUR 196

for travel of 400 km or more* (air or rail or combined air/rail):

Distance Band	Unit costs in €	Distance Band	Unit costs in €	Distance Band	Unit costs in €
400-600	196	1601-2000	295	4501-6000	637
601-800	209	2001-2500	343	6001-7500	720
801-1200	221	2501-3500	433	7501-10000	961
1201-1600	230	3501-4500	527	10001-Max	1 101

* All distances to be measured using the [rail calculator](#) or [flight calculator](#).

special rates:

for travel from EU countries to EU outermost regions or OCTs:

Remote region	Unit costs in €	Remote region	Unit costs in €	Remote region	Unit costs in €
Aruba	1 343	French Guiana	905	Saint Helena	2 395
Bonaire	1 344	Martinique	958	Saint Martin	939
Curaçao	1 302	Mayotte	1 170	Saint Pierre and Miquelon	1 832
French Polynesia	2 204	New Caledonia	2 065	Wallis and Futuna	2 398
Greenland	1 118	Réunion	1 040		
Guadeloupe	801	Saba	1 286		

for travel to/from location 400 km or more from nearest air port: increase applicable unit cost by 50%

Accommodation

Type: unit costs

Units: nights spent on travel for the action

Amount per unit:

Country	Accommodation - € per night	Country	Accommodation - € per night	Country	Accommodation - € per night
Albania	101	Greece	107	North Macedonia	95
Algeria	157	Hungary	105	Norway	145
Armenia	115	Iceland	190	Palestine	140
Austria	126	Ireland	139	Poland	103
Azerbaijan	136	Israel	187	Portugal	109
Belarus	108	Italy	114	Romania	109
Belgium	137	Jordan	140	Serbia	105
Bosnia and Herzegovina	90	Kosovo	92	Slovakia	98
Bulgaria	110	Latvia	95	Slovenia	113
Croatia	104	Lebanon	154	Spain	117
Cyprus	120	Libya	146	Sweden	158
Czechia	107	Lichtenstein	135	Switzerland	178
Denmark	158	Lithuania	94	Syria	145
Egypt	152	Luxembourg	163	Tunisia	99
Estonia	107	Malta	141	Turkey	116
Finland	146	Moldova	133	Ukraine	122
France	166	Montenegro	98	United Kingdom	151
Germany	119	Morocco	129		
Georgia	134	Netherlands	133		

Subsistence

Type: unit costs

Units: days spent on travel for the action

Amount per unit ('daily rate'):

Country	Subsistence daily rate in €	Country	Subsistence daily rate in €	Country	Subsistence daily rate in €
Albania	50	Greece	82	North Macedonia	50
Algeria	85	Hungary	64	Norway	80
Armenia	70	Iceland	85	Palestine	60
Austria	102	Ireland	108	Poland	67
Azerbaijan	70	Israel	105	Portugal	83
Belarus	90	Italy	98	Romania	62
Belgium	102	Jordan	60	Serbia	60
Bosnia and Herzegovina	65	Kosovo	60	Slovakia	74
Bulgaria	57	Latvia	73	Slovenia	84
Croatia	75	Lebanon	70	Spain	88
Cyprus	88	Libya	50	Sweden	117
Czech Republic	70	Lichtenstein	80	Switzerland	80
Denmark	124	Lithuania	69	Syria	80
Egypt	65	Luxembourg	98	Tunisia	60
Estonia	80	Malta	88	Turkey	55
Finland	113	Moldova	80	Ukraine	80
France	102	Montenegro	60	United Kingdom	125
Germany	97	Morocco	75		
Georgia	80	Netherlands	103		

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

LANDESBEAUFTRAGTE FUR DATENSCHUTZ UND INFORMATIONSFREIHEIT MECKLENBURG-VORPOMMERN (LfDI M-V), PIC 889425884, established in LENNESTRASSE, SCHLOSS, SCHWERIN 19055, Germany,

hereby agrees

to become beneficiary

in Agreement No 101074849 — D.E.A.P. ('the Agreement')

between DER HAMBURGISCHE BEAUFTRAGTE FUR DATENSCHUTZ UND INFORMATIONSFREIHEIT (HmbBfDI) **and** the **European Union** ('EU'), represented by the European Commission ('European Commission' or 'granting authority'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX CERVA 4 IMGA — MULTI + MONO

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

Form of funding	Eligible ¹ costs (per budget category)											EU contribution ²		Revenues Income generated by the action																										
	Direct costs						Indirect costs					Total costs	Funding rate % ³		EU contribution to eligible costs																									
	A. Personnel costs		B. Subcontracting costs		C. Purchase costs		D. Other cost categories		E. Indirect costs ⁴						Requested EU contribution	Maximum EU contribution ⁴	Total requested EU contribution																							
	A1 Employees (or equivalent)	A2 Natural persons under direct contract	A3 Salaried persons	A4 SME owners and natural person beneficiaries	A5 Volunteers	B Subcontracting	C1 Travel and subsistence	C2 Equipment	C3 Other goods, works and services	D Other financial support to third parties	E Indirect costs																													
Actual costs	Unit costs ⁵	Actual costs	Unit costs ⁵	Unit costs ⁵	Actual costs	Travel	Accommodation	Subsistence	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs																				
a1	a3	a4	a5	a6	b	c1a	c1b	c1c	c2	c3	d1a	d1b	d1c	d1d	d1e	d1f	d1g	d1h	d1i	d1j	d1k	d1l	d1m	d1n	d1o	d1p	d1q	d1r	d1s	d1t	d1u	d1v	d1w	d1x	d1y	d1z	g+P+U+h	h	m	n
UK (short name beneficiary/contract entity)																																								

The beneficiary/affiliated entity hereby confirms that:
 The information provided is complete, reliable and true.
 The costs and contributions declared are eligible (see Article 6).
 The costs and contributions can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 19, 20 and 25).
 For the last reporting period, that all the revenues have been declared (see Article 22).

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

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

² If you have also received an EU operating grant during this reporting period, you cannot claim indirect costs - unless you can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please contact us immediately via the Funding & Tender Portal for details.

³ See Data Sheet for the reimbursement rates(1).

⁴ This is the theoretical amount of EU contribution to costs that the system calculates automatically (by multiplying the reimbursement rates by the costs declared). The amount you request (in this column 'requested EU contribution') may be less.

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

⁶ See Data Sheet for the flat costs.

ANNEX 5

SPECIFIC RULES

INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16)**Rights of use of the granting authority on results for information, communication, dissemination and publicity purposes**

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

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

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

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

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

COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17)

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 **publications**, mention the action and the European flag and funding statement on the cover or the first pages following the editor's mention
- 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 Rights and Values Project Results platform, available through the Funding & Tenders Portal.



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