

# EUROPEAN EDUCATION AND CULTURE EXECUTIVE AGENCY (EACEA)

EACEA.B – Creativity, Citizens, EU values and Joint operations **B.3** – **Citizens and EU Values** 

## **GRANT AGREEMENT**

## Project 101091634 — ImpactAS

## **PREAMBLE**

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

on the one part,

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

#### and

## on the other part,

1. 'the coordinator':

**NADACIA PONTIS (PONTIS)**, PIC 940132246, established in ZELINARSKA 2, BRATISLAVA 821 08, Slovakia,

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)

Associated with document Ref. Ares (2011) \$595798: - 103/11/2022

Annex 1 Description of the action<sup>1</sup>

Annex 2 Estimated budget for the action

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

Annex 3 Accession forms (if applicable)<sup>2</sup>

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

Annex 4 Model for the financial statements

Annex 5 Specific rules (if applicable)

<sup>&</sup>lt;sup>1</sup> Template published on <u>Portal Reference Documents</u>.

<sup>&</sup>lt;sup>2</sup> Template published on <u>Portal Reference Documents</u>.

<sup>&</sup>lt;sup>3</sup> Template published on <u>Portal Reference Documents</u>.

# **TERMS AND CONDITIONS**

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## **DATA SHEET**

#### 1. General data

#### Project summary:

#### Project summary

Civil society organisations (CSOs) are an important "third leg" of healthy democracies, the other two being fair government and fair business. Mapping the state of the social innovation ecosystem in Slovakia confirmed the presence of a large number of initiatives with notable innovation potential. However, their solutions often lack long-term sustainability and scalability. The most common reason is limited capacity, both in terms of financial and personnel. Their support in the form of mentoring or incubation programs is almost non-existent. The experience of the majority of CSOs in Slovakia also shows that they are not taken as serious and equal partners by state authorities and the state often misses opportunities to find effective and working solutions to the most pressing social issues. The main goal of the ImpactAS project is to secure the best possible acceleration and impact of the Slovak CSOs through financial support and innovative capacity building. High quality incubator and accelerator programs and with financial support in four calls will: help develop impactful and resilient CSOs and support them in building strong partnerships. Primary target group in the project are 70 CSOs in Slovakia, which by their activities improve rule of law and democracy, education and inclusion of the selected vulnerable groups of people into the society. Majority of supported organizations will be small, grass-roots organizations from remote regions in Slovakia (50). The rest (20) will be organizations with a higher level of experience. All supported organizations are expected to be strongly in line with European democracy values. The project will help achieve higher capacity of CSOs for system change – on local, regional and national level, higher innovation potential of the non-profit sector, higher cross-sectoral and intra-sectoral cooperation of CSOs, and strengthen sustainability potential and organizational resilience of CSOs

#### Keywords:

Civil society organisations

Project number: 101091634

Project name: Impact Acceleration of Slovak CSOs

Project acronym: ImpactAS

Call: CERV-2022-CITIZENS-VALUES

Topic: CERV-2022-CITIZENS-VALUES

Type of action: CERV Project Grants

Granting authority: European Education and Culture Executive Agency

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

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

Project end date: starting date + months of duration

Project duration: 36 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	PONTIS	NADACIA PONTIS	SK	940132246	3 211 414.21	2 890 272.78
	Total						2 890 272.78

#### Coordinator:

## - NADACIA PONTIS (PONTIS)

#### 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)	
3 211 414.21	90	2 890 272.78	2 890 272.78	

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):

		Payments				
	Reporting periods		Туре	Deadline	Туре	Deadline (time to pay)
RP No	Month from	Month to				
					Initial prefinancing	30 days from entry into force/ financial guarantee (if required) — whichever is the latest
1	1	12	Periodic report	60 days after end of reporting period	Interim payment	90 days from receiving periodic report
2	13	24	Periodic report	60 days after end of reporting period	Interim payment	90 days from receiving periodic report
3	25	36	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report

#### Prefinancing payments and guarantees:

Prefinancing p	payment	Prefinancing guarantee			
Туре	Amount	Guarantee amount	Division per participant		
Prefinancing 1 (initial)	1 156 109.11	n/a	1 - PONTIS	n/a	

## Reporting and payment modalities (art 21, 22):

Mutual Insurance Mechanism (MIM): No

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

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

No-profit rule: Yes

Late payment interest: ECB + 3.5%

Bank account for payments:

SK6102000000004651834154

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 ≥ 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 2018/1046<sup>4</sup> which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).
- Associated partners (AP) Entities which participate in the action, but without the right to charge costs or claim contributions.
- Purchases Contracts for goods, works or services needed to carry out the action (e.g. equipment, consumables and supplies) but which are not part of the action tasks (see Annex 1).

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

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

<sup>&</sup>lt;sup>4</sup> 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]:

<sup>(</sup>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)];

<sup>(</sup>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 2017/1371<sup>5</sup> and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995<sup>6</sup>, as well as any other wrongful or criminal deception intended to result in financial or personal gain.
- Irregularities Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95<sup>7</sup>.
- Grave professional misconduct Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave professional misconduct within the meaning of Article 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 101091634 — ImpactAS ('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 grant<sup>8</sup> which takes the form of a budget-based mixed actual cost grant (i.e. a

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

<sup>&</sup>lt;sup>6</sup> OJ C 316, 27.11.1995, p. 48.

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

<sup>&</sup>lt;sup>8</sup> 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)<sup>9</sup> to be used for each budget category.

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

## 5.5 Budget flexibility

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

#### However:

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

<sup>&</sup>lt;sup>9</sup> 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 enterprises<sup>10</sup> 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

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

engaged in an economic activity, irrespective of their legal form (including, in particular, self- employed persons
and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged
in an economic activity) and

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)35<sup>11</sup> or otherwise as costs actually incurred and in line with the beneficiary's usual practices on travel
- accommodation: as unit costs in accordance with the method set out in Annex 2a if covered by Decision C(2021)35<sup>12</sup> or otherwise as costs actually incurred and in line with the beneficiary's usual practices on travel
- subsistence: as unit costs in accordance with the method set out in Annex 2a if covered by Decision C(2021)35<sup>13</sup> or otherwise as costs actually incurred and in line with the beneficiary's usual practices on travel.

## C.2 Equipment

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

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

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

# C.3 Other goods, works and services

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

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

#### D. Other cost categories

#### D.1 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.

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

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

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

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 grant<sup>14</sup> running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant
- (c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant)
- (d) costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies
- (e) other:
  - (i) country restrictions for eligible costs: not applicable
  - (ii) costs or contributions declared specifically ineligible in the call conditions.

# 6.4 Consequences of non-compliance

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

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

#### CHAPTER 4 GRANT IMPLEMENTATION

# SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS

# **ARTICLE 7 — BENEFICIARIES**

<sup>&</sup>lt;sup>14</sup> 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' (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

<sup>&</sup>lt;sup>15</sup> 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."

Not applicable

#### ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

## 9.1 Associated partners

Not applicable

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

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

Third parties giving in-kind contributions do not implement any action tasks. They may not charge 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/EC<sup>16</sup>
- for the controls under Article 25: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

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

## 10.2 Participants which are international organisations

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

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use either independent public officers or external auditors which comply with comparable standards as those set out in EU Directive 2006/43/EC
- 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).

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

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 2015/444<sup>17</sup> and its implementing rules).

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

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

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

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

## 13.3 Consequences of non-compliance

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

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.

## **ARTICLE 15 — DATA PROTECTION**

#### 15.1 Data processing by the granting authority

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

For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725<sup>18</sup>.

# 15.2 Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679<sup>19</sup>).

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

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

They must ensure that personal data is:

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

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

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

### 15.3 Consequences of non-compliance

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

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

# 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

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:

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

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:

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

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

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

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

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

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

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

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

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

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

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

If — after the final payment (in particular, after checks, reviews, audits or investigations; see Article 25) — the granting authority rejects 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:

{ total accepted EU contribution for the beneficiary

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

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

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

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

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

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

#### 22.4 Enforced recovery

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

- (a) by offsetting the amount without the coordinator or beneficiary's consent against any amounts owed to the coordinator or beneficiary by the granting authority.
  - In exceptional circumstances, to safeguard the EU financial interests, the amount may be offset before the payment date specified in the debit note.
  - For grants where the granting authority is the European Commission or an EU executive agency, debts may also be offset against amounts owed by other Commission services or executive agencies.
- (b) by drawing on the financial guarantee(s) (if any)
- (c) by holding other beneficiaries jointly and severally liable (if any; see Data Sheet, Point 4.4)
- (d) by holding affiliated entities jointly and severally liable (if any, see Data Sheet, Point 4.4)
- (e) by taking legal action (see Article 43) or, provided that the granting authority is the European Commission or an EU executive agency, by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2018/1046.

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

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366<sup>20</sup> applies.

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

#### 22.5 Consequences of non-compliance

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

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

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

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

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

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

**22.5.2** If the coordinator breaches any of its obligations under this Article, the grant may be reduced (see Article 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:

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

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

They will be released within the following month.

#### 23.2 Consequences of non-compliance

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

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

#### **ARTICLE 24 — CERTIFICATES**

#### 24.1 Operational verification report (OVR)

Not applicable

#### 24.2 Certificate on the financial statements (CFS)

If required by the granting authority (see Data Sheet, Point 4.3), the beneficiaries must provide certificates on their financial statements (CFS), in accordance with the schedule, threshold and conditions set out in the Data Sheet.

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

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

- (a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC<sup>21</sup> (or for public bodies: by a competent independent public officer)
- (b) the verification must be carried out according to the highest professional standards to ensure that the financial statements comply with the provisions under the Agreement and that the costs declared are eligible.

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

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

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 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 883/2013<sup>22</sup> and No 2185/96<sup>23</sup>
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

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

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

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

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

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

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

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

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

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

<sup>&</sup>lt;sup>23</sup> 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).

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:

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

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

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

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

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

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

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

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

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

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

#### 32.3 EU-initiated GA or beneficiary termination

#### 32.3.1 Conditions

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

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40)
- (b) a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)
- (c) following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (d) implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (e) a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy

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

#### (m) other:

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

#### 32.3.2 Procedure

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

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

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

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

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

#### **32.3.3 Effects**

#### (a) for **GA termination**:

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

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

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

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

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

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

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

#### (b) for beneficiary termination:

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

- (i) a report on the distribution of payments to the beneficiary concerned
- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial

statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3)

(iii) a **request for amendment** (see Article 39) with any amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

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

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

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

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

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

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

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

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

# SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS

#### **ARTICLE 33 — DAMAGES**

#### 33.1 Liability of the granting authority

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

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

#### 33.2 Liability of the beneficiaries

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

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

#### ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 135 to 145 EU Financial Regulation 2018/1046 and Articles 4 and 7 of Regulation 2988/95<sup>24</sup>).

#### **SECTION 4 FORCE MAJEURE**

#### ARTICLE 35 — FORCE MAJEURE

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

'Force majeure' means any situation or event that:

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

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

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

#### **CHAPTER 6 FINAL PROVISIONS**

#### ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

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

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

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 1182/71<sup>25</sup>, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

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

'Days' means calendar days, not working days.

#### ARTICLE 39 — AMENDMENTS

#### 39.1 Conditions

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

Amendments may be requested by any of the parties.

#### 39.2 Procedure

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

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

The request for amendment must include:

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

The granting authority may request additional information.

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

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

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

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

#### 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.

Associated with document Nef. Ares (2012) 959998:- 103A 1/2022

#### **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	
Grant Preparation (General Information scre	en) — Enter the info.
Project number:	101091634
Project name:	Impact Acceleration of Slovak CSOs
Project acronym:	ImpactAS
Call:	CERV-2022-CITIZENS-VALUES
Topic:	CERV-2022-CITIZENS-VALUES
Type of action:	CERV-PJG
Service:	EACEA/B/03
Project starting date:	first day of the month following the entry into force date
Project duration:	36 months

#### **TABLE OF CONTENTS**

Project summary	3
List of participants	<i>i</i>
List of work packages	4
Staff effort	. 10
List of deliverables	.11
List of milestones (outputs/outcomes)	. 19
List of critical risks	. 20

#### 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.

Civil society organisations (CSOs) are an important "third leg" of healthy democracies, the other two being fair government and fair business.

Mapping the state of the social innovation ecosystem in Slovakia confirmed the presence of a large number of initiatives with notable innovation potential. However, their solutions often lack long-term sustainability and scalability. The most common reason is limited capacity, both in terms of financial and personnel. Their support in the form of mentoring or incubation programs is almost non-existent. The experience of the majority of CSOs in Slovakia also shows that they are not taken as serious and equal partners by state authorities and the state often misses opportunities to find effective and working solutions to the most pressing social issues.

The main goal of the ImpactAS project is to secure the best possible acceleration and impact of the Slovak CSOs through financial support and innovative capacity building.

High quality incubator and accelerator programs and with financial support in four calls will:

- · help develop impactful and resilient CSOs and
- · support them in building strong partnerships.

Primary target group in the project are 70 CSOs in Slovakia, which by their activities improve rule of law and democracy, education and inclusion of the selected vulnerable groups of people into the society. Majority of supported organizations will be small, grass-roots organizations from remote regions in Slovakia (50). The rest (20) will be organizations with a higher level of experience. All supported organizations are expected to be strongly in line with European democracy values.

The project will help achieve higher capacity of CSOs for system change – on local, regional and national level, higher innovation potential of the non-profit sector, higher cross-sectoral and intra-sectoral cooperation of CSOs, and strengthen sustainability potential and organizational resilience of CSOs

#### LIST OF PARTICIPANTS

F	PARTICI	PANTS				
0	Grant Prep	aration (	Beneficiaries screen) —	Enter the info.		
N	Number	Role	Short name	Legal name	Country	PIC
1		COO	DONITIC	NADACIA DONTIC	CV	040122246

# LIST OF WORK PACKAGES

# Work packages

<ul><li>Enter the info.</li></ul>
(Work Packages screen) –
Grant Preparation (

Work Package No	Work Package name	Lead Beneficiary	Effort (Person- Months)	Start Month	End Month	Deliverables
WP1	Project management and coordination	1 - PONTIS	36.50	1	36	36 D1.1 – Detailed Project Management and Quality Assurance Plan D1.2 – Impact report
WP2	Support to third parties	1 - PONTIS	28.50	_	36	26 D2.1 – Report on provision of fin. support to third parties D2.2 – Second Report on provision of financial support to third parties D2.3 – Call for proposals - Stream 1/Call 1 D2.4 – Call for proposals - Stream 2/Call 1 D2.5 – Call for proposals - Stream 2/Call 2 D2.6 – Call for proposals - Stream 2/Call 2
WP3	Capacity building	1 - PONTIS	125.00		36	assessment methodology  D3.2 – Capacity building and impact assessment methodology D3.2 – Capacity building implementation report D3.3 – Impact assessment report D3.4 – Second Capacity building implementation report D3.5 – Identity Fiches 1 D3.6 – Identity Fiches 2 D3.7 – EU survey on Justice, Rights and Values 2 D3.8 – EU survey on Justice, Rights and Values 1 D3.9 – EU survey on Justice, Rights and Values 1 D3.9 – EU survey on Justice, Rights and Values 3

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Work packages	ప					
Grant Preparati	Grant Preparation (Work Packages screen) — Enter the info.					
Work Package No	Work Package name	Lead Beneficiary	Effort (Person- Months)	Start Month	End Month	Deliverables
WP4	Project webpage and communication	1 - PONTIS	37.50	1	36	26 D4.1 – Report on achieving impact through communication and dissemination activities D4.2 – Second Report on achieving impact through communication and dissemination activities D4.3 – Project webpage 1 D4.4 – Project webpage 2 D4.5 – Project webpage 3

### Work package WP1 – Project management and coordination

Work Package Number	WP1	Lead Beneficiary	1. PONTIS
Work Package Name	Project management and coordination		
Start Month	1	End Month	36

### **Objectives**

WP1 will aim at ensuring effective implementation of the action and thus achieving both specific objectives of the project: Objective 2: Building strong CSO partnerships / Activities financed in WP2 will be focused on accelerating trust and cooperation among sectors through networking,

building cooperation with public authorities, making alliances with other NGOs and business. The provision of these activities will help CSOs to improve their cross-sectoral and intra-sectoral cooperation and sustainability potential.

Objective 1: Developing Impactful and Resilient CSOs via Innovative Capacity Building / The capacity building will be directed at accelerating three main categories of

skills, which come as the most neglected and at the same time as the most needed skills by the Slovak CSOs: financial sustainability, social impact and operational resilience (WP3). The improvement of these skills in the selected areas will help CSOs to enhance their innovation potential, sustainability potential, capacity for system change and organizational resilience and advocacy abilities.

### **Description**

- T1.1 Coordinate project team 1) Develop a detailed Project Management and Quality Assurance Plan Detailed PM and QA Plan (5 pages, in English) available in month 2
- 2) Select the relevant project management, administration and communication staff

Project manager (50%), Project assistant (25%), Financial Manager (25%), Volunteers (60 hrs), Quality Assurance experts

- 3) Develop and manage effective Internal project coordination and communication structures Project board consisting of PM, total 4 meetings / Project board meetings in months 7, 16, 25 and 32, in person or online / WP leaders and teams (meetings according to the implementation plan, at least 1x a month or ad hoc; mostly online; Team coordination meetings (once a month at the project managment level, 2-3 hours usually; once a week at the operational/team level in person or online, incl. meeting
- minutes) Develop efficient communication and data management infrastructure
- 4) Develop efficient communication and data management infrastructure. Data protection guidelines, data management infrastructures (e.g., shared drive) developed by month 2.
- T1.2 Monitor project implementation
- 1) Develop internal monitoring mechanisms and guidelines and monitor implementation Internal support documents for narrative and financial parts of

the project reports developed by month 2

- 2) Prepare the project reports narrative and financial Interim report in month 18 and final report in month 36
- 3) Prepare for and participate in the project reviews Interim report in month 18 and final report in month 36
- T1.3 Leverage quality assurance measures
- 1) Contract external quality assurance experts (review of grant scheme setup and project implementation) External senior experts to provide regular feedback on the

project implementation from the perspective of quality assurance

- 2) Produce quality assurance reports for the project board meetings
- 4 quality assurance reports in months 7, 16, 25 and 32

### Work package WP2 – Support to third parties

Work Package Number	WP2	Lead Beneficiary	1. PONTIS
Work Package Name	Support to third parties		
Start Month	1	End Month	36

### **Objectives**

Objective 2: Building strong CSO partnerships / Activities financed in WP2 will be focused on accelerating trust and cooperation among sectors through networking,

building cooperation with public authorities, making alliances with other NGOs and business. The provision of these activities will help CSOs to improve their cross-sectoral

and intra-sectoral cooperation and sustainability potential.

### **Description**

- T2.1 Develop the relevant capacities and finalize the financial support methodology
- 1) Select prospective staff responsible for financial support and evaluation Grant methodologist (25%), Grant administrator (75%), Volunteers (1470 hrs)
- 2) Finalize the grant scheme methodology for provision of financial support to third parties in Streams 1&2 Finalized grant methodology by month 3 (all templates for

provision of financial support to third parties - e.g., grant scheme; application form with annexes; application guide, including evaluation criteria; grant contract template)

- T2.2. Organize financial support to third parties Stream 1/Call 1
- 1) Adjust documentation, launch call 1 and select participants in Stream 1

Call documentation (S1/C1) 1 finalized and call launched by month 3, projects selected by month 5

- 2) Monitor projects' implementation in Stream 1/Call 1 Projects implemented between months 6 and 15
- 3) Review final reports submitted by the grant recipients Projects reviewed and final payments disbursed by month 17 T2.3 Organize financial support to

third parties - Streams 2/Call 1

1) Adjust documentation, launch call 1 and select

participants (1st round) in Stream 2

Call documentation (S2/C1) finalized and call launched by

month 5, projects selected (1st round) by month 7

2) Analyze needs (bootcamp) and select participants (2nd round) in Stream 2

Bootcamp organized and projects selected (2nd round) by month 8

- 3) Monitor projects' implementation in Stream 2/Call 1 Projects implemented between months 9 and 19
- 4) Review final reports submitted by the grant recipients Projects reviewed and final payments disbursed by month 21 T2.4 Organize financial support to third parties Stream 1/Call 2
- 1) Adjust documentation, launch call 2 and select participants in Stream 1

Call documentation (S1/C2) finalized and call launched by month 14, projects selected by month 16

- 2) Monitor projects' implementation in Stream 1/Call 2 Projects implemented between months 17 and 26
- 3) Review final reports submitted by the grant recipients Projects reviewed and final payments disbursed by month 28 T2.5 Organize financial support to third parties Streams 2/Call 2
- 1) Adjust documentation, launch call 2 and select participants in Stream 2

Call documentation (S2/C2) finalized and call launched by month 17 projects selected by month 19

2) Analyze needs (bootcamp) and select participants (2nd round) in Stream 2

Bootcamp organized and projects selected (2st round) by month 20

- 3) Monitor projects' implementation in Stream 2/Call 2 Projects implemented between months 21 and 31
- 4) Review final reports submitted by the grant recipients Projects reviewed and final payments disbursed by month 33

### Work package WP3 – Capacity building

Work Package Number	WP3	Lead Beneficiary	1. PONTIS
Work Package Name	Capacity building		
Start Month	1	End Month	36

### Objectives

Objective 1: Developing Impactful and Resilient CSOs via Innovative Capacity Building / The capacity building will be directed at accelerating three main categories of

skills, which come as the most neglected and at the same time as the most needed skills by the Slovak CSOs: financial sustainability, social impact and operational resilience (WP3). The improvement of these skills in the selected areas will help CSOs to enhance their innovation potential, sustainability potential, capacity for system change and organizational resilience and advocacy abilities.

### **Description**

- T3.1 Develop relevant capacities and finalize the capacity building / impact assessment methodology
- 1) Select the prospective staff responsible for capacity building and evaluation Strategist (25%), Capacity Building Manager (75%), Evaluator (50%), Capacity Building Coordinator (2x 75%), Paid Experts (966 hrs), Volunteers (240 hrs)
- 2) Finalize methodology and develop curricula for Streams 1&2 Finalized curriculum and content of the capacity building modules by month 3
- 3) Develop capacity building (incubator and accelerator) materials for Streams 1&2

Final version of the capacity building materials available in month 5

4) Develop methodology for evaluation and impact assessment for Streams 1 & 2

Final version of the impact assessment methodology available in month 5

T3.2 Organize capacity building for CSOs - Stream 1/Call 1

- 1) Carry out capacity building in the project preparation phase Ad hoc consultations provided between months 3 and 4
- 2) Analyze needs (workshop), coordinate mentors, organize workshops during project implementation and reporting (incubator, ongoing TA)

Carried out capacity building activities between months 3 and 17

Incubator (involvement of mentors) organized between months 7 and 9

3) Evaluate implementation (feedback collection and impact assessment)

Feedback collection and impact assessment during the call cycle (months 5 and 21)

T3.3 Organize capacity building for CSOs - Streams 2/Call 1

1) Carry out capacity building in the project preparation phase

Ad hoc consultations provided between months 5 and 6

2) Analyze needs (workshop), coordinate mentors, organize workshops during project implementation during project implementation and reporting (accelerator in

Stream 2, ongoing TA in Stream 2) Carried out capacity building activities between months 5 and

21

Accelerator (involvement of mentors) organized between

months 11 and 13

- 3) Evaluate implementation (feedback collection and impact assessment) Feedback collection and impact assessment during the call cycle (months 5 and 21)
- T3.4 Organize capacity building for CSOs Stream 1/Call 2
- 1) Carry out capacity building in the project preparation phase

Ad hoc consultations provided between months 14 and 15

2) Analyze needs (workshop), coordinate mentors, organize workshops during project implementation and reporting (incubator, ongoing TA)

Carried out capacity building activities between months 14 and 28, Incubator (involvement of mentors) organized between months 18 and 20

3) Evaluate implementation (feedback collection and impact assessment)

Feedback collection and impact assessment during the call cycle (months 14 and 28)

T3.5 Organize capacity building for CSOs - Streams 2/Call 2

1) Carry out capacity building in the project preparation phase

Ad hoc consultations provided between months 17 and 18

2) Analyze needs (workshop), coordinate mentors, organize workshops during project implementation during project implementation and reporting (accelerator in

Stream 2, ongoing TA in Stream 2)

Carried out capacity building activities between months 17 and 33; Accelerator (involvement of mentors) organized between months 23 and 25

3) Evaluate implementation (feedback collection and impact assessment)

Feedback collection and impact assessment during the call cycle (months 17 and 33)

T3.6 Evaluate implementation and carry out impact assessment

- 1) Collect participant's' feedback and data related to impact assessment Collected feedback and data during months 6-33
- 2) Develop impact assessment report Impact assessment report available in month 35

### Work package WP4 – Project webpage and communication

Work Package Number	WP4	Lead Beneficiary	1. PONTIS
Work Package Name	Project webpage and communication		
Start Month	1	End Month	36

### **Objectives**

Objective 2: Building strong CSO partnerships / Activities financed in WP4 will be focused on accelerating trust and cooperation among sectors through networking, building cooperation with public authorities, making alliances with other NGOs and business. The provision of these activities will help CSOs to improve their cross-sectoral and intra-sectoral cooperation and sustainability potential.

### **Description**

- T4.1 Manage website, media and social media communication
- 1) Create, maintain and update a webpage dedicated to grant calls and news

Communication Manager (50%), Impact Summit Coordinator (2x 25%), Experts (200 hrs)

Launch of the project website in month 2 (nested within the Pontis Foundation website)

2) Present project results in the media and social media (Facebook, LinkedIn) and through Pontis newsletter 9 press releases, social media posts on Facebook and LinkedIn (targeting 56 000 persons), communication through Project Website/Pontis

Website (targeting 32 000 persons), Pontis Newsletter presenting project activities and results (distributed to 67 000 persons) during entire project

T4.2 Organize communication events 1) Organize communication events aimed at broad group of stakeholders 4 information webinars/seminars after announcing each call in months 3, 5, 14 and 17.

6 communication workshops/webinars for the selected capacity building topics during project

2) Organize regular events aimed at prospective grantees and other stakeholders Impact Summits (2 events - as opening and final events, each for at least 100 persons) organized in months 2 and 36.

Networking events (2 events, each 50 persons) organized in months 14 and 26

Associated with document Ref. Ares(2022)7595798 - 03/11/2022

### STAFF EFFORT

### Staff effort per participant

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

Participant	WP1	WP2	WP3	WP4	Total Person-Months
1 - PONTIS	36.50		28.50 125.00	37.50	227.50
Total Person-Months	36.50		28.50 125.00	37.50	227.50

## LIST OF DELIVERABLES

Deliverables

Grant Preparation (Deliverables screen) — Enter the info.

The labels used mean:

Public — fully open ( automatically posted online)

Sensitive — limited under the conditions of the Grant Agreement

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

Deliverable No	Deliverable Deliverable Name No	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D1.1	Detailed Project Management and Quality WPI Assurance Plan	WP1	1 - PONTIS	DMP — Data Management Plan	SEN - Sensitive	7
D1.2	Impact report	WP1	1 - PONTIS	R — Document, report	PU - Public	36
D2.1	Report on provision of fin. support to third WP2 parties	WP2	1 - PONTIS	R — Document, report	PU - Public	17
D2.2	Second Report on provision of financial WP2 support to third parties	WP2	1 - PONTIS	R — Document, report	PU - Public	34
D2.3	Call for proposals - Stream 1/Call 1	WP2	1 - PONTIS	R — Document, report	SEN - Sensitive	2
D2.4	Call for proposals - Stream 2/Call 1	WP2	1 - PONTIS	R — Document, report	SEN - Sensitive	4
D2.5	Call for proposals - Stream 1/Call 2	WP2	1 - PONTIS	R — Document, report	SEN - Sensitive	13
D2.6	Call for proposals - Stream 2/Call 2	WP2	1 - PONTIS	R — Document, report	SEN - Sensitive	16
D3.1	Capacity building and impact assessment WP3 methodology	WP3	1 - PONTIS	R — Document, report	PU - Public	\$
D3.2	Capacity building implementation report	WP3	1 - PONTIS	R — Document, report	PU - Public	17
D3.3	Impact assessment report	WP3	1 - PONTIS	R — Document, report	PU - Public	35

Deliverables

Grant Preparation (Deliverables screen) — Enter the info.

The labels used mean:

Public — fully open ( automatically posted online)

Sensitive — limited under the conditions of the Grant Agreement

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

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Deliverable No	Deliverable Deliverable Name No	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D3.4	Second Capacity building implementation WP3 report	WP3	1 - PONTIS	R — Document, report	PU - Public	34
D3.5	Identity Fiches 1	WP3	1 - PONTIS	R — Document, report	SEN - Sensitive	24
D3.6	Identity Fiches 2	WP3	1 - PONTIS	R — Document, report	SEN - Sensitive	36
D3.7	EU survey on Justice, Rights and Values 2	WP3	1 - PONTIS	R — Document, report	SEN - Sensitive	24
D3.8	EU survey on Justice, Rights and Values 1	WP3	1 - PONTIS	R — Document, report	SEN - Sensitive	12
D3.9	EU survey on Justice, Rights and Values 3	WP3	1 - PONTIS	R — Document, report	SEN - Sensitive	36
D4.1	Report on achieving impact through communication and dissemination activities	WP4	1 - PONTIS	R — Document, report	PU - Public	17
D4.2	Second Report on achieving impact through WP4 communication and dissemination activities	WP4	1 - PONTIS	R — Document, report	PU - Public	35
D4.3	Project webpage 1	WP4	1 - PONTIS	DEC —Websites, patent filings, videos, etc	PU - Public	12
D4.4	Project webpage 2	WP4	1 - PONTIS	DEC —Websites, patent filings, videos, etc	PU - Public	24
D4.5	Project webpage 3	WP4	1 - PONTIS	DEC —Websites, patent filings, videos, etc	PU - Public	36

### Deliverable D1.1 – Detailed Project Management and Quality Assurance Plan

Deliverable Number	D1.1	Lead Beneficiary	1. PONTIS
Deliverable Name	Detailed Project Managemen	t and Quality Assurance Plan	
Туре	DMP — Data Management Plan	<b>Dissemination Level</b>	SEN - Sensitive
Due Date (month)	2	Work Package No	WP1

### **Description**

final version of the detailed project management and QA plan (5 pages) available in month 2

### Deliverable D1.2 – Impact report

Deliverable Number	D1.2	Lead Beneficiary	1. PONTIS
Deliverable Name	Impact report		
Туре	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	36	Work Package No	WP1

### **Description**

In this report the project should demonstrate the actual impact of the project activities in line with the requirements set out in the call for proposals section 2 'Expected impact' (2-3 pages)

### Deliverable D2.1 – Report on provision of fin. support to third parties

Deliverable Number	D2.1	Lead Beneficiary	1. PONTIS	
<b>Deliverable Name</b>	Report on provision of fin. su	apport to third parties		
Туре	R — Document, report	R — Document, report Dissemination Level PU - Public		
Due Date (month)	17	Work Package No	WP2	

### Description

report (5 pages in English), including list of recipients and grant amount, available in month 17

### Deliverable D2.2 – Second Report on provision of financial support to third parties

Deliverable Number	D2.2	Lead Beneficiary	1. PONTIS	
Deliverable Name	Second Report on provision of	of financial support to third pa	rties	
Туре	R — Document, report	R — Document, report Dissemination Level PU - Public		
Due Date (month)	34	Work Package No	WP2	

### **Description**

report (5 pages in English), including list of recipients and grant amount, available in month 34

### Deliverable D2.3 – Call for proposals - Stream 1/Call 1

Deliverable Number	D2.3	Lead Beneficiary	1. PONTIS
Deliverable Name	Call for proposals - Stream 1	/Call 1	
Туре	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
Due Date (month)	2	Work Package No	WP2

### **Description**

Pre-information sheet on Stream1/Call1 (based on EACEA template) - Stream 1/Call1 finalized in 2nd month and call launched by month 3.

### Deliverable D2.4 – Call for proposals - Stream 2/Call 1

Deliverable Number	D2.4	Lead Beneficiary	1. PONTIS
<b>Deliverable Name</b>	Call for proposals - Stream 2/Call 1		
Туре	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
Due Date (month)	4	Work Package No	WP2

### **Description**

Pre-information sheet on Stream2/Call 1 (based on EACEA template) - Call documentation Stream 2/Call 1 finalized in 4th month and call launched by month 5.

### Deliverable D2.5 – Call for proposals - Stream 1/Call 2

Deliverable Number	D2.5	Lead Beneficiary	1. PONTIS
Deliverable Name	Call for proposals - Stream 1/Call 2		
Туре	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
Due Date (month)	13	Work Package No	WP2

### Description

Pre-information sheet on Stream1/Call 2 (based on EACEA template) - Call documentation Stream 1/Call 2 finalized in 13th month and call launched by month 14.

### Deliverable D2.6 – Call for proposals - Stream 2/Call 2

Deliverable Number	D2.6	Lead Beneficiary	1. PONTIS
Deliverable Name	Call for proposals - Stream 2/Call 2		
Туре	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	16	Work Package No	WP2

### Description

Pre-information sheet on Stream2/Call 2 (based on EACEA template) - Call documentation Stream 2/Call 2 finalized in 16th month and call launched by month 17.

### Deliverable D3.1 - Capacity building and impact assessment methodology

Deliverable Number	D3.1	Lead Beneficiary	1. PONTIS
Deliverable Name	Capacity building and impact assessment methodology		
Туре	R — Document, report	<b>Dissemination Level</b>	PU - Public
Due Date (month)	5	Work Package No	WP3

### **Description**

Final version of the methodology (15 pages, in Slovak, summary in English) available in month 5

### Deliverable D3.2 – Capacity building implementation report

Deliverable Number	D3.2	Lead Beneficiary	1. PONTIS
<b>Deliverable Name</b>	Capacity building implementation report		
Туре	R — Document, report	<b>Dissemination Level</b>	PU - Public
Due Date (month)	17	Work Package No	WP3

### Description

report (5 pages, in English), including list of participants, final materials and documentation from the events, available in months 17

### Deliverable D3.3 – Impact assessment report

Deliverable Number	D3.3	Lead Beneficiary	1. PONTIS
Deliverable Name	Impact assessment report		
Туре	R — Document, report	<b>Dissemination Level</b>	PU - Public
Due Date (month)	35	Work Package No	WP3

### Description

1 report (15 pages, in Slovak, with executive summary in English), available in month 35

### Deliverable D3.4 – Second Capacity building implementation report

Deliverable Number	D3.4	Lead Beneficiary	1. PONTIS
Deliverable Name	Second Capacity building implementation report		
Type	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	34	Work Package No	WP3

### **Description**

report (5 pages, in English), including list of participants, final materials and documentation from the events, available in months 34

### Deliverable D3.5 – Identity Fiches 1

Deliverable Number	D3.5	Lead Beneficiary	1. PONTIS
<b>Deliverable Name</b>	Identity Fiches 1		
Туре	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	24	Work Package No	WP3

### **Description**

An excel file (based on EACEA template) compiling all identity fiches of all third party projects.

### **Deliverable D3.6 – Identity Fiches 2**

Deliverable Number	D3.6	Lead Beneficiary	1. PONTIS
Deliverable Name	Identity Fiches 2		
Туре	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
Due Date (month)	36	Work Package No	WP3

### Description

An excel file (based on EACEA template) compiling all identity fiches of all third party projects.

### Deliverable D3.7 – EU survey on Justice, Rights and Values 2

Deliverable Number	D3.7	Lead Beneficiary	1. PONTIS
Deliverable Name	EU survey on Justice, Rights and Values 2		
Туре	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
Due Date (month)	24	Work Package No	WP3

### **Description**

Short information report (+/- 2 pages) on: the capacity building activities that have taken place so far, how many people attended, how many participated to the survey, and any other useful background information.

### Deliverable D3.8 – EU survey on Justice, Rights and Values 1

Deliverable Number	D3.8	Lead Beneficiary	1. PONTIS
Deliverable Name	EU survey on Justice, Rights and Values 1		
Type	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
Due Date (month)	12	Work Package No	WP3

### Description

Short information report (+/- 2 pages) on: the capacity building activities that have taken place so far, how many people attended, how many participated to the survey, and any other useful background information.

### Deliverable D3.9 – EU survey on Justice, Rights and Values 3

Deliverable Number	D3.9	Lead Beneficiary	1. PONTIS
<b>Deliverable Name</b>	EU survey on Justice, Rights and Values 3		
Туре	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
Due Date (month)	36	Work Package No	WP3

### **Description**

Short information report (+/- 2 pages) on: the capacity building activities that have taken place so far, how many people attended, how many participated to the survey, and any other useful background information.

### Deliverable D4.1 – Report on achieving impact through communication and dissemination activities

Deliverable Number	D4.1	Lead Beneficiary	1. PONTIS
Deliverable Name	Report on achieving impact t	hrough communication and di	ssemination activities
Туре	R — Document, report	<b>Dissemination Level</b>	PU - Public
Due Date (month)	17	Work Package No	WP4

### **Description**

report, 5 pages, including copies of communication outputs, available in month 17

### Deliverable D4.2 – Second Report on achieving impact through communication and dissemination activities

Deliverable Number	D4.2	Lead Beneficiary	1. PONTIS
Deliverable Name	Second Report on achieving	impact through communication	n and dissemination activities
Туре	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	35	Work Package No	WP4

### **Description**

report, 5 pages, including copies of communication outputs, available in month 35

### Deliverable D4.3 – Project webpage 1

Deliverable Number	D4.3	Lead Beneficiary	1. PONTIS
Deliverable Name	Project webpage 1		
Туре	DEC —Websites, patent filings, videos, etc	<b>Dissemination Level</b>	PU - Public
Due Date (month)	12	Work Package No	WP4

### Description

Create, maintain and update a webpage dedicated to grant calls and news. The webpage will compile identity fiches in line with the requirements of the call CERV-2022-CITIZENS-VALUES for this mandatory deliverable.

### Deliverable D4.4 – Project webpage 2

Deliverable Number	D4.4	Lead Beneficiary	1. PONTIS
Deliverable Name	Project webpage 2		
Туре	DEC —Websites, patent filings, videos, etc	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	24	Work Package No	WP4

### Description

Maintain and update a webpage dedicated to grant calls and news. The webpage will compile identity fiches in line with the requirements of the call CERV-2022-CITIZENS-VALUES for this mandatory deliverable.

### Deliverable D4.5 – Project webpage 3

Deliverable Number	D4.5	Lead Beneficiary	1. PONTIS
<b>Deliverable Name</b>	Project webpage 3		
Туре	DEC —Websites, patent filings, videos, etc	<b>Dissemination Level</b>	PU - Public
Due Date (month)	36	Work Package No	WP4

### Description

Maintain and update a webpage dedicated to grant calls and news. The webpage will compile identity fiches in line with the requirements of the call CERV-2022-CITIZENS-VALUES for this mandatory deliverable.

Associated with document Ref. Ares(2022)7595798 - 03/11/2022

### LIST OF MILESTONES

Milestones					
Grant Prepara	Grant Preparation (Milestones screen) — Enter the info.				
Milestone No	Milestone Name	Work Package No Lead Beneficiary	Lead Beneficiary	Means of Verification	Due Date (month)
1	Launch of the project implementation	WP1, WP4	1-PONTIS	Description: Developed detailed project management and quality assurance plan (linked to WP1), launched webpage and organised opening event (linked to WP4) Means of verification: Submitted detailed PM and QA plan (D1.1) Communication reports - incl. List of participants and photodocumentation (D4.1)	7
2	Interim project review	WP1	1-PONTIS	Description: Results of the interim project review as a basis for implementation review and potential adjustments. Means of verification: Interim Report submitted (D1.2) Materials from the interim project review	19
3	Finalized generic grant methodology and launched provision of support to third parties	WP2	1-PONTIS	Description: Grant methodology will comprise all templates for provision of financial support to third parties - e.g., grant scheme; application form with annexes; application guide, including evaluation criteria; grant contract template. Means of Verification: Copy of the grant methodology (in Slovak) Report on provision of financial support to third parties (D2.1)	8
4	Finalized full capacity building methodology and launched provision technical assistance to CSOs	WP3	1-PONTIS	Description: Grant methodology will comprise all templates for provision of financial support to third parties - e.g., grant scheme; application form with annexes; application guide, including evaluation criteria; grant contract template. Means of Verification: Copy of the grant	3

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Milestones					
Grant Prepard	Grant Preparation (Milestones screen) — Enter the info.				
Milestone No	Milestone Name	Work Package No Lead Beneficiary	Lead Beneficiary	Means of Verification	Due Date (month)
				methodology (in Slovak) Report on provision of financial support to third parties (D2.1)	
N	Impact assessment report	WP3	I-PONTIS	Description: Impact assessment report summarizing findings from feedback evaluation analysis and impact assessment linked with delivery of financial support and capacity building for CSOs. Means of Verification: Report on provision of financial support to third parties (D2.1)	35

## LIST OF CRITICAL RISKS

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

Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
1	Covid-19 restrictions (e.g., social distance, prohibition of meetings) Medium	WP1, WP4, WP2, WP3	Covid-19 restrictions (e.g., social distance, WP1, WP4, WP2, In case of restrictions the scheduled meetings) Medium  WP3 in an online or hybrid form, leveraging also blended learning format for capacity building activities.
5	Low interest on the side of target group members to participate in the project Low	WP4, WP2, WP3	Strong communication measures have been proposed to reach a large audience. Moreover, Pontis will leverage its long-term experience with grant management and TA provision to CSOs as well as personal contacts with different groups of stakeholders to promote the action and recruit the most relevant participants.
3	Dubious quality of projects submitted within the WP2, WP3 calls for proposal for third parties Medium	WP2, WP3	The capacity building methodology incorporates elements of capacity building in the preselection process. Moreover, after each call evaluation will be carried out, the quality of the

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Grant Prepa.	Critical risks & risk management strategy Grant Preparation (Critical Risks screen) — Enter the info.		
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
			proposals assessed as well as measures for increasing their quality (e.g., by capacity building) in the subsequent implementation will be proposed.
4	Significant project management difficulties, qualityrelated or financial deviations Low	WP1	Detailed Project Management and QA plan (prepared in M2) will be applied throughout the project, defining competencies and responsibilities of all members of the team, with detailed task calendar updated accurately to avoid deviations. The project structures will be set up (e.g., project board, QA experts, WP leaders) to monitor the progress regularly, while leveraging the experience of the senior project staff with
			coordinating projects.





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

Description of the action (DoA)

[for FPAs: Action plan]

Part B

Version 1.0 01 April 2021 EU Grants: Description of the action (DoA) — Annex 1 (CERV): V1.0 – 01.04.2021

### **TECHNICAL DESCRIPTION (PART B)**

### **COVER PAGE**

Part B of the Application Form must be downloaded from the Portal Submission System, completed and then assembled and reuploaded as PDF in the system.

**Note:** Please read carefully the conditions set out in the Call document (for open calls: published on the Portal). Pay particular attention to the award criteria; they explain how the application will be evaluated.

PROJECT		
Project name: Impact Acceleration of Slovak CSOs		
Project acronym: ImpactAS		
Coordinator contact:	Namina Akoussahova, Nadacia Pontis	

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EU Grants: Description of the action (DoA) — Annex 1 (CERV): V1.0 – 01.04.2021

### 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?

Civil society and civic organizations are important "third leg" of healthy democracies, the other two being fair government and fair business. Not only in recent turbulent months and years civil society organizations are showing their ability to respond quickly and promptly to changing societal needs.

During the pandemic and Ukrainian crisis, civil society organizations (CSOs) have demonstrated that they often can respond much faster than governments. Mapping of the state of the social innovation ecosystem in Slovakia confirmed the presence of a large number of notable and valuable initiatives with huge innovation potential.

However, their solutions often lack long-term sustainability and scalability. The most common reason is limited capacity, both in terms of financial and personnel. Education or support in the form of mentoring or incubation programs is almost non-existent, their implementation is rather sporadic. The presence of support tools needed

for the implementation of social innovations in Slovakia is rather limited. Apart from demanding access to financial resources, there is no formalized platform through which networking and exchange of experience could take place.

The experience of the majority of CSOs in Slovakia also shows that they are **not taken as serious and equal partners by state authorities.** This makes their ability to scale the social impact solutions very difficult and the state often misses opportunities to find effective and working solutions to the most pressing social issues.

The main goal of the **ImpactAS** project is to **secure the best possible acceleration and impact** of the Slovak civil society organizations (CSOs) through financial support and capacity building support. While capacity building will be directed at accelerating skills, the activities financed under this project will be focused on accelerating trust and cooperation among sectors through networking, building cooperation with public authorities, making alliances with other NGOs and business.

### 1.1.1 Target groups

Our primary target group in this project will be 70 CSOs in Slovakia, which by their activities improve the state of rule of law and democracy, education and human rights and improve inclusion of the selected vulnerable groups of people into the society. Majority of supported organizations will be small, grass-roots organizations from remote regions in Slovakia (50). The rest (20) will be organizations with higher level of experience. All supported organizations are expected to be strongly in line with European values, the support of which is expected to be at heart of their mission.

Our primary focus will be small grass root organizations working mainly on local or regional level (Stream I.), which generally do not have access to quality capacity building and/or financial resources as majority of private and public donors are concentrated in bigger cities. Another group of supported organizations will be organizations, which carry some degree of organizational resilience, are more professionalized and they focus on regional and national impact of their activities (Stream II.).

We consider it very important to support not only small, grass-roots organizations, but also organizations which have ambition to scale their impact on a national level. At the same time, financial stability and ability to scale impact are similarly insufficient for both groups of CSOs.

We model the project in a way that organizations from Stream I. and Stream II. will have opportunity to meet, discuss and network so that they can learn from each other and inspire each other. This is only possible if there is diversity in experience within the cohort of participants.

Differentiation of these two groups of organizations is also needed in order to better adjust capacity building activities, and also to guarantee the ability of organizations (especially in Stream II.) to effectively administer and process higher grants (60 000 euro).

The **thematic focus of the project will also ensure** that the mission and activities of the supported organizations **correspond with and promote the core EU values**: democracy, equality, human dignity, freedom, rule of law and respect for human rights.

Selected organizations will cover the following themes:

- education,
- democracy and rule of law,
- · human rights and inclusion.

### **Education**

We see the area of education as crucial for supporting the core values of European democracy and for achieving priorities of this call from the long term perspective.

We understand that any changes in society, positive or negative, start with the quality of education and equality in education. In that respect, the Slovak Republic is very much lagging behind, as we are still one of the countries with a very high degree of influence of the socio-economic background on student performance, as well as access to digital technology and ability. Based on several researches, in recent years Slovakia has become very vulnerable to misinformation and anti-democratic tendencies (Globsec Trends, 2020,2021), which increases

the need of developing critical thinking and new activities in fighting misinformation, and strengthening values of European democracy.

Thus, in education we will be focusing on CSOs with informal education initiatives, which contribute to:

- i. lowering socio-economic differences in society (e.g. access to quality education for students from disadvantaged or less stimulating backgrounds, or digital equality),
- ii. strengthening democracy and its values (developing critical thinking, preventing spread of misinformation, stimulating active citizenship, including support of European citizenship).

### Rule of law and democracy

In the neighbouring countries (Poland, Hungary) we are seeing a dangerous trend threatening democracy: undermining the rule of law and establishing tight control over the country's institutions, including courts, national council, or national broadcasters. In Slovakia, there is a saying among political analysts that we are one election from the similar situation as we now see in the above-mentioned neighbouring countries. In Slovakia, the similar tendencies are now seen not only within anti-systemic and ultra-right parties, but also once "standard" types of parties. The area of strengthening democracy and rule of law, and stopping tendencies for narrowing space for civil society is thus crucial for the next development of our country.

In the project, our priorities will be supporting rule of law, enforcing systemic changes that lead to elimination of corruption, and in general, activities that put pressure on all actors of society to comply with law and ethical standards. Types of organizations that will be typically supported: watchdog, analytical and other organizations working in the field of anticorruption and support of democracy and its institutions.

### **Human Rights and Inclusion**

In the field of human rights and inclusion with special focus on the EU value of human dignity and equality, we will support organizations providing services, raising awareness and/or focusing on improving socio-economic standards of vulnerable groups such as the Roma population and refugees (as a reaction to a current crisis in Ukraine).

There are several factors that support the primary focus on these two groups:

According to a qualified estimate of the Atlas of Roma Communities, there are 440,000 Roma in Slovakia, up to 7.4% of the total population in the country. The Roma population is at the same time one of the most vulnerable, especially with regard to entering the formal labour market as well as accessing quality education. These factors play the most important role in eliminating their chances of emerging from the unfavourable social and economic situation.

Slovakia has the third lowest share of foreigners in the EU, after Romania and Poland. With regards to the influx of Ukrainian refugees (over 250 000 entering Slovakia, 50 000 up till now (end of March)) applying for the residential permission, children slowly entering the school system, etc. This situation will very likely bring many challenges which Slovakia has not been prepared for, and the situation will require additional resources and innovative interventions. The support of CSOs working in this field is therefore seen as inevitable.

### 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.

### 1.2.1 Overall state of CSOs in Slovakia

According to the most recent information available from the Ministry of Interior, there were 59,844 active CSOs in Slovakia as of December 31, 2020, including 56,905 civic associations, 510 non-investment funds, 1,778 nonprofit organisations providing public benefit services, 120 entities with an international element, and 531 foundations.

### Narrowing Space for EU values

CSOs and their representatives are free to operate if they comply with the law. The government may dissolve or restrict CSOs only for specific reasons stated in the law, but this happens rarely. CSOs may openly express criticism and take part in public protests. CSOs have the same legal rights as other entities to challenge government decisions. On the other hand, representatives of several political parties, including far-right parties, or more recently also opposition party Smer-SD, attacked CSOs during the recent electoral campaign and expressed their support for legal regulations to designate CSOs receiving foreign funds as "foreign agents." However, such sentiments were not reflected in the new government's policies.

Globsec research data from 2021, covering seven central and eastern European countries, the only country with a clear trend in any direction is Slovakia, with support for EU membership gradually rising from 66% in 2018 to 78% in 2021.

On the contrary, the data show rather declaratory and potentially shallow commitment to democratic principles among a considerable segment of society prone to contradictory beliefs" in two countries. Slovakia and Hungary. An "anti-liberal" wave in the region has been witnessed, which labelled liberalism as "perverted", "decadent" and a threat to "national identities and traditional values". In 2021, there was a rise in the percentage of Slovaks who agree that having a strong and decisive leader who does not have to bother with parliament or elections is good for the country" to 38%, as opposed to 25% in 2020.

### **Gap in CSOs Organizational Capacities**

There continues to be a wide gap in organisational capacities among CSOs throughout the country. Strong and well-established organisations, organisations in bigger towns, and professionalised organisations with stable staff generally have stronger organisational capacities than small CSOs, those based in the countryside, and organisations that rely on volunteers.

Based on Ashoka Foundation analysis from 2018, activities that are key for introducing social innovations, are done in a very limited manner or not at all - pre-research, testing, scaling and transfer to the systemic level. Also, most of the financing is project-based, there is a minimum amount of funds available for institutional development of CSOs in general, not only the small ones, to support their PR, Advocacy or HR needs.

Also, the majority of CSOs have clearly defined goals and visions. However, most organisations still lack longterm strategic plans. Strategic planning is becoming more difficult in terms of concrete goals and in the mid-term future (5+ years) due to the accelerating changes in societies, not only in Slovakia, but also abroad.

### 1.2.2 Financial needs of CSOs

The activities of CSOs in Slovakia are funded by different sources of finances. The funding might come from the government (both national or local) in the forms of support in specific fields, individual giving, private sector or individual donors. There is also a special mechanism through the assignment of 1 or 2 % of income tax to eligible CSOs. Natural persons and businesses supporting CSOs still do not receive tax benefits. Pre-pandemic amount of assignation was around 73 million Euro, post-pandemic returned to around 70 million in 2021. Some CSOs are able to obtain additional income through fees and service provision..

### Lack of finance

In recent years, CSO financial viability deteriorated moderately in 2020, primarily because of the economic impacts of the pandemic. As a result, many organisations found their ongoing existence to be threatened at the same time as they were playing a vital role in helping society. The government funding has not increased, although the state was in many cases relying on CSOs to solve urgent issues. We see the same situation now regarding the current situation in Ukraine - CSOs were the first to help without any reimbursements from the government.

Financial sustainability has been identified as the main barrier for development of CSOs also in the Study of the Civil Society Sector in Slovakia realised by The office of the Plenipotentiary of the Government of the Slovak Republic for the Development of Civil Society. Over 80% of the surveyed CSOs identified the ongoing lack of finances to be their main issue. Compared to the last study in 2003, the problem is even more visible. Project

financing was also identified as a barrier to development of capacities of CSOs. The Economic Analysis of the Nonprofit Sector from 2017 also states that the CSO sector is in weak economic conditions, same as it was 10 years ago.

### **Low Income Diversification**

Another issue in financing is income diversification. This is one of the major problems of CSOs and it doesn't concern only smaller organisations, but to some extent also large, well established CSOs, which do not see the risk in being too dependent on one or two major, usually institutional, donors. Also, these funds often drive CSOs to shift from their original missions as they are administered globally and do not always take into account local or regional particularities.

Individual donations grew in 2020 (last available data). During the year, the crowdfunding platform L'udiaL'ud'om raised EUR 2.8 million, an increase of 67 percent in comparison with 2019. However, crowdfunding has only been successful for specific projects and does not provide CSOs with support for operational costs, strategic topics or innovations. As a result of the pandemic, CSOs were not able to organise in-person public collections in 2020, affecting several large CSOs. Although many CSOs initiated online activities to raise funds, these efforts were insufficient to make up for the decrease in funding collected through in-person collections.

Corporate philanthropy decreased in 2020 and 2021 as businesses shifted their priorities and focused more on either increasing their savings or supporting activities related to the pandemic. Less donor support for topics such as human rights, education, culture, arts, and access to justice decreased the financial stability of organisations working in these areas.

CSOs' efforts to generate income is limited due to lack of knowledge and training, although there are efforts to develop sustainable social enterprises. The majority of registered social businesses are focused on integrating or employing disadvantaged and vulnerable people into the labour market. There are also examples of sheltered workshops that have successfully transformed and registered as social enterprises.

### 1,2,3 Organisational Resilience Needs

Slovak CSOs have access to an array of educational activities and training covering some of their needs, including time management, public speaking, accounting, fundraising, and the EU's General Data Protection Regulation (GDPR). But the availability of training possibilities differ from region to region and differ also in quality. In the east of Slovakia, there is still a lack of expert training for the sector, therefore CSOs in this part of the country sometimes form ad hoc partnerships with the business sector to meet their training needs. There is no systemic and regular training possibility for CSOs to improve in their institutional development. Moreover, almost no modern forms of training and long-term work with CSOs exist.

Innovation development tools including incubators, accelerators, long-term mentorship, etc are designated solely to start-ups, no such tools are developed and organised for CSOs. Unlike other countries in the region, Slovakia does not have dedicated intermediary support organisations or CSO resource centres. As a result, CSOs continue to have limited access to relevant information, technology, training, and technical assistance.

CSOs also have long-term staffing problems. Many CSOs are not fully staffed with full-time employees. The main problems, according to the Study of the Civil Society Sector in Slovakia are lack of time dedicated to CSO activities because of the other main employment contract, insufficient number of people working for organisations (employees or volunteers) with lower remuneration. Other problems include high turnover of employees and unsatisfied needs for their expert development. With the exception of employees of CSOs providing social services, most CSO employees still work on a freelance rather than a contractual basis. Working for the CSO sector is still considered most suitable for young people without children due to the lack of income stability and inadequate remuneration. CSOs struggle to obtain resources for staff development.

At the same time, according to the Ashoka publication The Insight into the Social Innovation System in Slovakia, crucial points in fostering organisational resilience among CSOs are (apart from the above mentioned financing) improving multidisciplinarity of teams in CSOs and taking the burden of innovations from the leader of the organisation and distribute responsibilities to more staff members. This would also help organisations to sustain in case of leader's burnout or exit from organisation.

### 1.2.4 Social Impact Needs

One of the key factors to increase social impact is cooperation with other key players either from the sector or from different sectors of economy. The degree of partnership and cooperation with other CSOs and authorities depends largely on the topic and existing personal contacts with the administration.

Lack of active, functional and safe space for opinion exchange, networking and experience sharing has been identified in the Ashoka study "The Insight into the Social Innovation System in Slovakia", as one of the

main barriers in promoting social innovations among CSOs. The environment in which innovators operate is marked by unsatisfactory cross-sectoral relationships and mutual cooperation between business, the non-profit sector and public administration.

As data show, for example in the field of education, despite the fact that every third non-profit organization is dedicated to education (primary or secondary) and the field of education is one of the most strongly represented areas of non-profit organizations, education does not have a common platform.

Other data show that organizations operating for example in the field of education mostly cooperate with other non-governmental non-profit organizations - domestic (78.57%), individual experts in the relevant field (75.71%) and local government (64.29%). The smallest organizations operating in the field of education cooperate with the state administration (37.14%).

### **Impact Measurement**

As Ashoka study reveals, there is a lack of financial and methodological support to monitor the impact, CSOs lack necessary know-how on how to efficiently measure their impact. There are only few impact reports of Slovak CSOs. Up to now, it was not even required by donors (both international and national) to provide such reports, CSOs were not forced to prepare them, so also the impact measurement systems are not developed within organisations. We see impact measurement and impact reporting being one of the crucial steps for CSOs on their journey towards more transparency and trustworthiness and to better and more focused spending of their limited funds.

### Systemic Impact

As several studies and also our more than 20 years of work with CSOs show, many innovative solutions piloted in the first decade of the 21st century were not scaled up to systemic level due to lack of policies that link the nonprofit sector with the public sector. CSOs were not able to introduce these innovations and create functioning cooperation with the public sector. CSOs lack knowledge and assertiveness towards public officials, on the other hand, the government is not usually welcoming new solutions that attack the status quo and there are only very scattered initiatives (mostly led by CSOs) that are trying to change that. Moreover, many CSOs depend on unpredictable and bureaucratic public sector funding, which creates an uneven environment for partnership.

### 1.2.5 Thematic Priorities for Slovak Society - Thematic Target Groups of CSOs

Slovak CSOs operate in all different areas of our society. They are very active in the social field providing social services, in education, sports, but also work as watchdogs or think tanks. The most important areas, in which we would like to support CSOs and their innovative potential are education, supporting democracy and rule of law and inclusion, with special attention to Roma population, young disadvantaged people and refugees from Ukraine.

### 1.2.5.1 Democracy and Rule of Law

Slovakia's parliamentary system features regular multiparty elections and peaceful transfers of power between rival parties. Civil liberties are generally protected. Political corruption remains a problem. Deterioration in rule of law is spreading worldwide, as seen in the WJP Rule of Law Index® 2021. A new addition to the WJP Rule of Law Index this year, Slovak Republic placed 33rd out of 139 countries and jurisdictions worldwide. The Slovak Republic's score places it at 24 out of 31 countries in the European Union. Slovakia has improved in the most cited corruption perception rankings compiled annually by Transparency International and finished in 56th place out of 180 evaluated countries. The final position for 2021 is thus four places better than the year before. Despite the improvement, we still lag significantly behind the average of the European Union countries (average score 64). Out of the 27, only Greece (58th place), Croatia (63rd), Romania (66th), Hungary (73rd) and Bulgaria (78th) were behind us.

We are concerned about the deteriorating situation of civil society in neighbouring countries, as well as the attempts of several political entities in Slovakia to introduce similar measures. In Hungary, several international analyses point to a decline in assessments of the perception of democracy and civil society. The Freedom House report states that the National Democratic Governance rating declined due to the unchecked expansion of the Prime Minister's executive powers. Civil Society rating declined because of ruling on foreign-funded organisations and increased pressure on academic freedom, including by means of the privatisation of public universities into the hands of foundations staffed by ruling party loyalists. In Poland, we are seeing a dangerous threat to democracy in particular by systemically undermining the rule of law and establishing tight control over the country's institutions, including courts, national council, prosecution and public broadcaster. Intimidation on LGBT+ preople is also present often under the pretext of protecting families and children and ruling prohibiting most legal abortions in Poland was adopted. Similar attempts to hinder the functioning of CSOs could be made in Slovakia, too,

especially if the anti-systemic political parties come into power. That is why we actively seek to improve all important aspects of the CSOs environment in our country.

### Role of civil society organisations

Slovak CSOs have long been involved in the topic of the rule of law, setting anti-corruption policies, and improving the use of public resources. They prepare reports, recommendations, datasets and materials for discussion with all important stakeholders. They also run civic campaigns and form coalitions to mobilise the public on democratic issues. There is also a unique corporate fund consisting of over 20 donors and run by Pontis Foundation - Fund for Transparent Slovakia, that was able to independently support CSOs with over 1 million euro in grants over the course of the last 6 years. The state perceives CSOs on two levels. In an effort to improve the image there is a partnership position in place. On the other hand, there are also attempts to discredit the sector, through hate speech in the media and on social networks, or disproportionate tightening of legislation. Not only financial but also moral support of civil society organisations is necessary. In its government program statement, the government declared its support for human rights, active citizenship, and the development of civil society and indicated that supporting organisations active in a variety of areas in society was one of its goals. The government also declared its interest to cooperate with the civil sector and claimed to respect the principles of open government. However, it cannot remain at the level of the declaration and the active cooperation of all participants is needed.

### 1.2.5.2 Education

In the context of COVID – 19 pandemic, several problems were revealed, mainly in education. Pupils and students are lacking skills, knowledge and attitudes that would prepare them for the 21st century challenges. Children and young people already need more competences such as teamwork skills, learning/adaptability skills, openmindedness, problem-solving skills or strong work ethic[1]. Alongside the changing conditions it is also necessary to develop social and civic competences and entrepreneurial thinking. Technology skills are also important.

International assessments such as PISA testing show that Slovak students are currently among the weakest in all tested parameters: reading, mathematics, and science literacy. For example, Slovak pupils are in literacy skills below average of OECD countries.[1] The online world has even more noticeably brought to light the fact that the mere transfer of knowledge is not enough for children; they also need new competences, skills and attitudes that will help them perform in the ever-changing world full of uncertainty[2].

In the situation of disinformation, hybrid aggression, more EU values need to be strengthened. For example active citizenship, protection of human rights, strengthening of historical memory or European citizenship, dignity, freedom, democracy, rule of law.

The findings of the Youth Values (2020) survey[2] showed that young Slovaks feel geopolitically European. On the other hand, the awareness of one's own citizenship in the EU is relatively weak and manifests itself e.g. low level of interest in European politics (only 37% declared interest). Resignation is also evident in the area of institutional and political events at the EU level, such as participation in elections to the European Parliament (EP). Less than half of respondents (45%) always or usually declared participation in these elections. On the other hand, up to 27% of respondents answered "never" or "usually not" when asked about turnout in the EP elections, which is the highest compared to other categories of elections.

The importance of civic education has been repeatedly emphasized by young people in this context. They envision it as a subject where they learn all the relevant topics needed for their full and informed civic and political participation in the future. Therefore, civic education should be further strengthened in both formal and non-formal education and should play a key role in building civic competences and values.

### 1.2.5.3 Inclusion, with special attention to Roma population, young disadvantaged people and refugees from Ukraine

### Initial situation - inclusion of Roma & Refugees in Slovakia

### Roma

Although in the last census in 2021 only 156,164 Roma registered as belonging to the Roma community (probably due to ignorance or fear of discrimination), according to a qualified estimate of the Atlas of Roma Communities, there are 440,000 Roma in Slovakia, up to 7.4% of the total population in Slovakia.[1]

In the non-Roma population, the proportion of children under the age of 16 is around 15.3%, while in the Roma population it is 39.4%. [2] In this context, ignoring the Roma issue is unwise and, conversely, supporting projects for Roma inclusion are linked with the future of the whole country. Experts agree that Roma education is fundamental - either through the elimination of special schools in which Roma children often find themselves or through increased coordination and training of employees by the employers.[3]

Factors that prevent Roma from entering the formal labour market are low qualifications, high debt levels, inadequate social and family policy settings by the state, and often poor health resulting from living conditions. Prejudices also play an important role, on the part of both employers and colleagues. [4]

Insufficient access to quality education in principle eliminates real chances of emerging from the unfavourable social and economic situation. (in Inclusion of Roma from Early Childhood, 2017). Roma children are much more often diagnosed with social disadvantages or come from poor households. Almost half of Roma children in primary schools live in a household in material need.[5] "Existing research confirms that the education system in Slovakia determines the paths of Roma children at an early age. (It can not eliminate social disadvantages, but on the contrary, it strengthens them. "(Lajčáková and Gallová-Kriglerová, 2017). It does so in following ways:

- PISA 2015 testing shows that the Slovak Republic is still one of the countries with a very high degree of
  influence of the socio-economic background on student performance, this impact is stronger than the
  average of OECD countries.
- Slovakia ranks 4th in the number of children diagnosed with special educational needs (SEN) in the EU.
   The European average is at the level of 6% of children from the population year, compared to almost 12% in Slovakia. Slovakia ranks first among European countries in the number of children with SEN educated in special classes and schools.
- Roma with completed education are dominated by people with completed primary school (48%). 17% of the Roma population have incomplete primary education. Almost 65% of primary school pupils did not continue their studies in secondary school and completed their education at primary level, most of them successfully. Only 24% continued their further studies after primary school. The most numerous category (16%) consists of members of the Roma population with completed secondary education, which includes a secondary vocational school (14%) and a secondary school with a high school diploma (2%) "(Slovak Strategy for Roma Integration until 2020, p. 16). Only 0.3% of Slovak Roma have a university degree (UNDP 2010).

### Current issues with regard to pandemic & Ukraine crisis

In the context of COVID – 19 pandemic and also current war in Ukraine **several problems not only in Slovakia were revealed even faster, mainly in education.** The closure of schools in spring 2020 due to a pandemic has widened the gap in access to education, with up to 52,000 primary and secondary school pupils (7.5% of the population) not involved in distance education and almost 128,000 pupils (18.5%) not learning via the Internet (Source: IVP MŠVVaŠ SR, 2020). Low education significantly reduces the likelihood of finding a better paid job in the future. Intervention through education is essential to bring about change. Apart from education, socially disadvantaged Roma communities had worse access to healthcare during pandemic bordering on human rights violations, such as hermetically sealing off whole settlements during COVID-outbreak without providing sufficient logistical support.

### Refugees

According to the statistics of the Border Police, at the end of December 2021 there were slightly more than 150,000 migrants living in Slovakia, with more than 66.5% of citizens from countries outside the EU. Ukrainians, who make up the largest community (40 000), live mostly close to Košice and Prešov (eastern, less developed part of Slovakia). They constitute almost half of all foreigners from third countries. The second most numerous group are Serbs and the third Vietnamese. Slovakia has the third lowest share of foreigners in the EU, after Romania and Poland.[6]

In 2021, the Slovak Republic granted asylum to 29 people out of 370 applications. Of the total number of 59,695 asylum applications since 1993, 903 people have been granted asylum and 805 people have been granted subsidiary protection as another form of international protection, which does not represent even half a percent of the total number of all foreigners living in Slovakia.[7]

With regards to the influx of Ukrainian refugees (over 250 000 entering Slovakia, 50 000 up till now (end of March, applying for the residential permission), CSOs have been the first to respond and provided volunteers, help with

information, housing, food and basic necessities. From February 24 to March 16, about a thousand Ukrainian children were placed from kindergartens to high schools. This means that schools will need additional help integrating Ukrainian-speaking pupils and students.

Other challenges will likely start appearing and will need additional resources and innovative interventions. Based on the experience of humanitarian organizations, such as People in Need and others, consequences of the current crisis will last for years.

### 1.2.6 Specific objectives of the project

Based on the above analysis of the non-profit sector, the main goal of the ImpactAS project is to secure the best possible acceleration and impact of the Slovak civil society organizations (CSOs) through financial support and capacity building support.

As a reaction to the identified **wide gap in organisational capacities among CSOs**, and lack of systemic and regular training possibilities for CSOs, we will provide an in-depth **innovative model of capacity building activities.** 

### Objective 1: Developing Impactful and Resilient CSOs via Innovative Capacity Building (the model is presented in more detail in chapter 2.1.4.)

The capacity building will be directed at accelerating three main categories of skills, which come as the most neglected and at the same time as the most needed skills by the Slovak CSOs: financial sustainability, social impact and operational resilience. (WP3)

The improvement of these skills in the selected areas will help CSOs to enhance:

- their innovation potential,
- their sustainability potential,
- their capacity for system change,
- their organizational resilience and advocacy abilities.

As a reaction to the **problem of the lack of space for safe exchange of ideas and lack of trust among CSOs** and CSOs and public authorities, our next objective is to create space for stable and fruitful partnerships.

### Objective 2: Building strong CSO partnerships

Activities financed in WP2 will be focused on **accelerating trust and cooperation among sectors** through networking, building cooperation with public authorities, making alliances with other NGOs and business. (WP2, WP4). The provision of these activities will help CSOs to improve:

- Their cross-sectoral and intra-sectoral cooperation,
- Their sustainability potential.

### 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?

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EU Grants: Application form (CERV): V1.0 - 01.04.2021

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.

### Innovative aspect of the ImpactAS project

The context of the Slovak NGO sector, as several analytical resources and also our experience suggest, there is a lack of programs that would offer in-depth and complex non-financial support to NGOs.

In order to fill the "market gap" and provide high quality and complex capacity building services to Slovak CSOs, we suggest using tools, which have proved their quality in the business world. Incubators and accelerators, however, are suggested as well-working and innovative tools also in the social enterprise world. Based on research done by the European Venture Philanthropy Organization, incubators and accelerators have the ability to support social impact organizations to grow and scale up, and to overcome the funding gaps that occur during their lifecycle.

The mid-to long term effect of this project is hoped to be an adoption of more innovative approaches to working with NGOs, in order to increase their indisputable innovative potential, sustainability, organizational resilience and long term impact. This is needed especially in rural and remote areas of Slovakia but also in bigger towns.

As there are very few such initiatives in Slovakia, there is a huge space for improvement, or in business terms, a huge market niche in this respect. This **project can be a trigger point and very inspirational for such activities in the future.** 

Complementarity to other EU funding

**Effective Public Service Call** took place in Slovakia 4 years ago and tens of Slovak CSOs were funded in order to bring new, better tools to work and cooperate with public authorities. This project will build on the previous results and experience of CSO-public partnerships.

EU calls to support **social innovation** - social innovation is supposed to be a horizontal priority within the next program period of EU funding. The allocation of more than 60 million Eur is planned under the European Social Fund for NGOs bringing innovative solutions to social issues. CSOs strengthened through this project could be good candidates and supply the pipeline with projects to apply for this funding and safeguard continuation of their activities.

At the same time, there will be opportunities for CSOs coming from other calls under the **Recovery and Resilience Plan.** Our project can help with preparing CSOs to become more organizationally prepared for the more complex type of funding.

### Impact measurement and sharing results - learning from the best in Europe

Pontis Foundation is currently a member of the Community of Practice for European Foundations on Impact Measurement and Management. The community is making a series of recommendations to increase the level of transparency, knowledge-sharing and generation of best practice within the foundation sector related to Impact Measurement and Management (IMM) as well as to improve the possibility of collaborating across foundations, for example, on shared impact datasets. The results from the proposed project will be discussed with other European foundations.

### 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.

### 2.1.1 Objectives and results

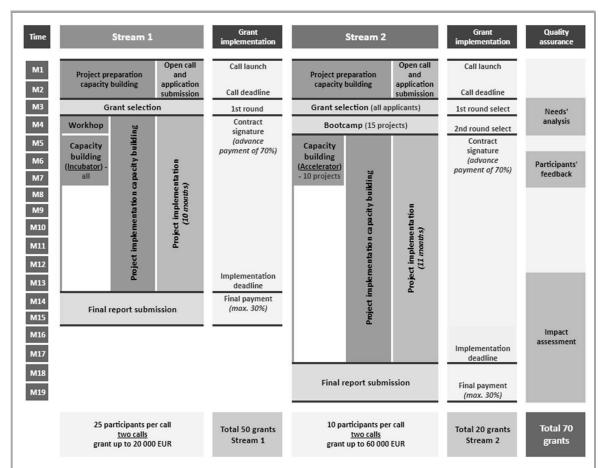
The methodology in both, grant management and capacity building, is meant to support main objectives and wished results of this project: Based on identified barriers of the NGO sector in Slovakia, which hinder its potential to accelerate its innovation potential and impact, the desired objectives and results of this project are:

- higher capacity of CSOs for system change on local, regional, national level,
- higher innovation potential of non-profit sector,
- higher capacity and ability of CSOs for scaling of own innovative approaches and services,
- higher cross-sectoral and intra-sectoral cooperation of CSOs,
- strengthening of sustainability potential of CSOs and raising their focus on better diversification of resources,
- strengthening organizational resilience and advocacy abilities of CSOs.

Our objective is to support around 70 non-profit, non-governmental organizations in Slovakia, which with their activities improve the state of rule of law and democracy, education and improve human rights adherence and inclusion of vulnerable groups of people into the society. Majority of supported organizations will be small, grass root organizations from remote regions in Slovakia (50). All supported organizations are expected to be strongly in line with European values, the support of which is expected to be at heart of their mission.

### 2.1.2 Methodology (BASIC LOGIC)

The supported organisations within this proposal are divided into two streams: Stream I with capacity building	ng
in the form of an Incubator and Stream II with key capacity building in the form of an Accelerator. Pon	tis
Foundation as an intermediary will announce two rounds of identical calls within three years of the project f	or
each stream. The following scheme outlines the key methodology in relation to capacity building, gra	ınt
implementation and quality assurance.	



On the date of commencement of registration for the programme, Pontis Foundation will **publish on its website all relevant information**, including the manner, scope and form of submission of the application, the timetable of the program and the criteria for evaluating the projects submitted. Applying to the program is done by means of an **electronic login form.** The **registration form**, including information concerning its completion and transmission, shall be published together with all other relevant information on the day of the call.

The organizer will send a **confirmation of receipt and inclusion of the application in the evaluation process** to the registered entities via e-mail. If the registered entity does not receive an e-mail from the organizer within 2 working days confirming receipt of the application, it is necessary to contact the organizer immediately, otherwise the application is considered undelivered.

### 2.1.3 Eligible applicants

### General conditions

### Areas of support

Based on the third sector analysis in this proposal including the analysis of the current socio-economic situation in the country (reflecting Covid, and post-covid situation as well as the currently known impact of the Russian-Ukrainian war), we will be focusing especially on CSOs working in three thematic areas:

- Education
- Democracy and rule of law
- Human rights and inclusion

Special attention will be given to innovative approaches of CSOs in newly appearing challenges (post-Covid, migrant and refugee crisis,...) and/or old challenges.

Thematic area	Focus on CSOs working in the areas	
Education	education our focus will be CSOs working in these 4 areas with special focus on the pport of the value of democracy, freedom and equality:  Educating students from socially disadvantaged or less stimulating backgrounds;  Developing critical thinking and preventing the spread of misinformation;  Adaptation to the digital environment (dependence on social networks, cyberbullying, etc.);  Stimulating active citizenship (support of European citizenship).	
Strengthening democracy and rule of law	Focus on supporting rule of law in Slovakia as predictable and fair space for life and business.  Specific goals:  • enforcing systemic changes that will help eliminate corruption • enforcing public control and pressure on all actors to comply with law and ethical standards.  Types of organizations that will be typically supported: watchdog and analytical organizations working in the field of anticorruption and support of democracy and its institutions.	
Human rights and inclusion	Focus will be put on the area of human rights and inclusion and special focus on the value of human dignity and equality.  Potential grantees will comprise:  • humanitarian organizations integrating migrants and refugees into the society,  • organizations providing services, raising awareness and/or focusing on improving socio-economic standards of vulnerable groups (e.g., Roma population; children; migrants and refugees)	

### 2.1.4 Financial support and grant management

### 2.1.4.1 General Conditions

### <u>Beneficiaries</u>

The following legal entities may be eligible for applying for grant support: CSOs, or legal entities that were NOT established for the purpose of making a profit - namely:

- foundations.
- civic associations,
- non-profit associations set up for the purpose of providing services of general interest.

The applying CSOs must have their registered office or address of their activities in Slovakia and have the aforementioned legal forms.

### Other eligibility conditions

The applicants **must sign a Declaration of Honour** as a commitment to prevent, mitigate, detect, report and remedy suspected or actual:

- risks to the effective implementation of the activities and the achievement of the expected outcomes,
- causes of irregularities or frauds,
- reputational risks, breaches of EU values,
- promotion or engaging in activities contradictory to the EU values.

The Declaration will state that breaches will make the (potential) beneficiary liable to exclusion, administrative sanctions or cancellation of funding.

### 2.1.4.2 Specific Conditions

### Stream I (INCUBATOR)

Basic eligibility condition: organization eligible for the support in this stream does not have previous experience with managing grants over 20 000 Eur.

**Typical organizations** supported within this stream will carry these features:

- grass-root,
- small (most often up to 10 employees),
- located in all parts of Slovakia, but especially in rural and remote areas
- typically not having a CSO headquarter in Bratislava as the capital
- lower degree of organizational resilience (governance)
- lower degree of fundraising capacity
- will typically focus on local or max. regional impact of their activities.

The organizations will have to be established at least 1 year before applying for grant funding and will have proved vibrant activity within their region with recognizable outputs.

### Stream II (ACCELERATOR)

**Typical organizations** supported within this stream will carry these features:

- small, mid-sized and large organizations,
- located in all parts of Slovakia, including capital city
- CSOs that have a tested impact model and are looking to scale up
- having innovative potential,
- with clearly stated need to improve cross-sectoral partnerships in order to achieve systemic changes
- at least mid-degree of organizational resilience (governance, fund-raising capacity etc.),
- focus on the regional and national impact of their activities.

### 2.1.4.3 Eligible Activities

We welcome innovative activities that tackle long standing problems, but also activities which bring solutions to newly appeared societal challenges. The activities must take place in Slovakia only.

### Stream I (INCUBATOR)

- provision of innovative support services to individual target groups in all three thematic areas (education, rule of law and democracy, inclusion of vulnerable),
- transfer of innovative support services (e.g. identification of new model and its adjustment to local conditions)
- cooperation with public authorities on local level, education activities, awareness raising about work of NGOs towards public sector,
- awareness raising about good practice within NGO sector raising positive picture of NGO sector within business and public sectors,
- coalition building and partnerships among CSOs, new models of communication, exchange of information
  and building partnerships with public, private and academic sector on local/regional level and national
  level.
- building coalitions and platforms within individual thematic areas (education, inclusion, rule of law) on local, regional level with focus on systems change,
- expert discussions on building sustainable networks and collective impact,
- watchdog and analytical activities to support rule of law and democracy and provision of human rights,
- research and analysis, development of sustainable models and tools to improve rule of law, democracy, provision of human rights and to improve inclusion of vulnerable into society,
- advocacy/lobbying towards more participative decision making in CSO funding on local/regional level.

### Stream II (ACCELERATOR)

- provision of support services to individual target groups in three thematic areas (rule of law and democracy, human rights and inclusion, education)
- strategic and organizational capacity building and making strategic alliances in order to spread innovative
  activities and services,
- preparing scaling models of innovative approaches or services as potential open source materials,
- cooperation with public authorities, education activities, awareness raising about work of NGOs towards public sector,
- awareness raising about good practice within NGO sector raising positive picture of NGO sector within business and public sectors,
- coalition building and partnerships among CSOs, new models of communication, exchange of information
  and building partnerships with public, private and academic sector and media on local, regional and
  national level,
- building coalitions and platforms within individual thematic areas (education, inclusion, rule of law) on local, regional and national level with focus on system change
- exchange of good practices in the area of systemic change, organizational resilience, forming partnerships within sectors, building sustainable networks and collective impact,
- expert discussions on building sustainable networks and collective impact,
- advocacy/lobbying towards more participative decision making in CSO funding, new financial mechanisms,
- watchdog and analytical activities to support rule of law and democracy and provision of human rights,
- research and analysis, development of sustainable models and tools to improve rule of law, democracy, provision of human rights and to improve inclusion of the vulnerable into society.

### 2.1.4.4 Evaluation Process

Stream II (ACCELERATOR)

To ensure the transparency of application evaluation, the whole process will consist of **three steps in Stream 1** and **four steps in Stream 2**.

# Formal control of applications and organizations provided by the Pontis Foundation Separate scoring of applications through evaluators (first round of evaluation) Joint meeting of evaluators followed by a vote on individual (second round of evaluation)

Formal control of applications and organizations provided by the Pontis Foundation Separate scoring of applications through evaluators

(first round – individual evaluation)

Joint meeting of evaluators followed by a vote on individual

(first round - group evaluation)

Bootcamp - mentors (evaluators), recommend 10 best organizations to acceleration phase (second round - only in stream 2)

### Step 1: Formal control of applications

Only applications meeting the essential requirements and delivered by the deadline are included in the evaluation process.

The Intermediary will check that the applications meet the basic formal and content requirements and <u>within</u> <u>10 days of the closing date</u> will inform the applicants by e-mail whether or not the nomination will be included in the evaluation process, or whether additional information necessary for evaluation is requested.

The Intermediary is obliged to reject the application in the following cases:

- The application does not have all the fields in the form filled in,
- The application was made in breach of the call,
- The application was submitted after the deadline for submission of applications set out in the Call,
- The application does not contain mandatory attachments,
- If there is a presumption that the provision of support to the beneficiary for the project specified in the application will violate legal regulations, or the provision of this support will be contradictory to EU values and Pontis Foundation Code of Ethics

The Pontis Foundation shall inform the applicant of the rejection and its reasons by e-mail.

### Step 2: First round - individual evaluation

The Pontis Foundation will send approved applications to the evaluators/committees. Evaluation committees are composed of experts from different sectors (public, business) and different thematic areas: rule of law, inclusion, and education. The evaluation committee shall be designed and compiled by the organiser. Membership of the committee shall be honourable and irreplaceable. The organiser participates in the meetings of the evaluation committee, having the status of both a member of the committee and a coordinator of the discussion, and facilitator of the evaluation committee.

A member of the evaluation committee may not vote in favour of the project applied for or evaluate it if it has a formal or informal relationship to it that could affect objective decision-making. It is the responsibility of the members of the evaluation committee to inform the organiser immediately of such a relationship, but not later than before the allocation of applications for individual evaluation.

The Intermediary divides applications proportionally between the individual evaluators, at the same time each project is evaluated by at least two evaluators. The evaluators evaluate the applications on the basis of the evaluation criteria - the evaluation is done by filling in an evaluation sheet. The Intermediary will compile a summary table of applications from the received evaluations. The projects will be ranked in the summary table according to the highest average number of points obtained.

### Step 3: First round - group evaluation

The Pontis Foundation will organize a meeting of evaluators. Before the meeting, the Pontis Foundation will send the evaluators applications from the first round of evaluation together with their evaluation sheets with evaluation criteria. The evaluators will discuss the projects together and assess their contribution to development on the topics set out in the Call.

Following the oral evaluation, the evaluators will jointly decide on the projects to be supported. Only the projects that obtain a majority of the votes of the evaluators present can be supported.

Second round is the final selection round for Stream I organizations. Evaluators choose max.25 organizations which will receive a grant and capacity building in the incubator.

Stream II. organizations: at the second evaluation meeting, the commission will decide which projects progress to the next evaluation for the **bootcamp event** (so-called shortlist).

### Step 4: BOOTCAMP selection (applicable only to Stream II)

The successful pre-selected candidates who have transferred to the shortlist are invited to present their projects in person to the Bootcamp event. The successful pre-selected candidates will receive detailed information on the content of the event after the creation of the shortlist by the evaluation committee.

**Boot camp:** a **3-day** expert consultations from top mentors from the three thematic areas (rule of law, education, inclusion), business, public and civic sectors. Organizations will receive the opportunity to develop an analysis of their project and a strategy for its dissemination and sustainability with the help of experts. Ten selected organizations, based on the evaluation at boot camp, will advance to the 3-month mentoring program accelerator.

### 2.1.4.5 Evaluation criteria

Evaluators (and evaluation sheets) will reflect the following areas when assessing submitted projects as they are presented in the evaluation grid.

Criteria	Approach to evaluation	1st round (Stream I & II)	2nd round (only Stream II)
Feasibility (quality) of the offered solution	Is the project beneficial for the target group? It must be clear from the project how the target will be given group benefit from the project.  Is the project thematically focused on the challenge area?  Has the project clearly defined objectives and are project activities tied to them?  Is there a direct link between the activities and objectives of the project, are the objectives clear and measurable?	30%	10%
Potential for positive impact	To what extent is the approach based on proven experience?  Does it address an issue that is important, neglected and solvable?	20%	20%
Qualitative dimension of the impact	Scaling potential: What is the estimated number of beneficiaries affected? What is the assumption that the target group can absorb / apply the approach? What is the assumption of the target group's interest in scaling the approach?	20%	20%

Innovation	Are innovative approaches used in the project, or are they the result of the project innovative products or services?  Is the project and/or its solution unique / original in Slovak conditions?	20%	20%
The urgency of the solution	How relevant is the project for the current socio-economic situation?	10%	
Quality of the project team	Are the members of the team qualified and motivated for impact scaling? Does the team have a learning mindset?		30%

### 2.1.4.6 Financial Support Conditions

### Stream I (INCUBATOR)

Maximum amount of financial support: 20 000 EUR

Number of organizations supported in Stream I (two calls): 50

Specific conditions:

- Grant awarded may be lower than the amount requested, upon decision of the selection committee.
- Grants will be provided in <u>2 instalments</u>, first instalment (70%) after signing the agreement, second instalment (30%) after the approval of final report of activities (including report on capacity building activities) and financial report. No co-financing requested (100% of funding).
- <u>Eligible costs:</u> personnel (employees, natural persons under direct contract, seconded persons, volunteers at EU unit rate), travel & subsistence, equipment (depreciation), purchase of goods/works/services
- <u>Non-eligible costs:</u> subcontracting, regranting, deductible VAT, in-kind contributions, return on capital or dividends, debt incl. charges, future losses or debts, interests owed, currency exchange losses, excessive or reckless expenditure
- <u>Budget-based mixed actual cost grant with unit cost and flat-rate elements</u>, two options available for budget & reporting (to be selected by a participant):
  - a. Flat rate on other costs:
    - Actual personnel costs (covering also the time spent when participating in incubator)
    - Other costs as flat-rate 40% from personnel costs (covering all other costs)
  - b. Flat rate on indirect costs:
    - Actual direct costs of the action
    - Indirect costs as flat-rate 15% from direct costs.

### Stream II (ACCELERATOR)

Maximum amount of financial support: 60 000 EUR

Number of organizations supported in Stream II (two calls): 20

Specific conditions:

- Grant awarded may be lower than the amount requested, upon decision of the selection committee.
- Grants will be provided in <u>2 instalments</u>, first instalment (70%) after signing the agreement, second instalment (30%) after the approval of final report of activities (including report on capacity building activities) and financial report. No co-financing requested (100% of funding).
- <u>Eligible costs:</u> personnel (employees, natural persons under direct contract, seconded persons, volunteers at EU unit rate), travel & subsistence, equipment (depreciation), purchase of goods/works/services

- <u>Non-eligible costs:</u> subcontracting, regranting, deductible VAT, in-kind contributions, return on capital or dividends, debt incl. charges, future losses or debts, interests owed, currency exchange losses, excessive or reckless expenditure
- <u>Budget-based mixed actual cost grant with unit cost and flat-rate elements</u>, two options available for budget & reporting (to be selected by a participant):
  - Flat rate on other costs:
    - Actual personnel costs (covering also the time spent when participating in incubator)
    - Other costs as flat-rate 40% from personnel costs (covering all other costs)
  - o Flat rate on indirect costs:
    - Actual direct costs of the action
    - Indirect costs as flat-rate 15% from direct costs.

### 2.1.4.7 Management and control

### Selection phase:

- Applicants submit a signed a Declaration of Honour together with application, as risks prevention
- Applications are assessed for potential risks during administrative formal check. In case of any doubts, the case is consulted internally by an internal lawyer and financial director. Additional information/documents are requested from the applicant in order to substantiate the decision to reject or to pass further the application.
- The evaluation Committee is facilitated by Pontis representative, assuring the correct implementation of the selection procedure and compliance with values and ethics.
- Contract with grantee states conditions of proper implementation and the sanctions for breach.

### Implementation phase:

- Grant administrator takes part in project status meetings (as project team member).
- o Grantees are in close contact with project staff during the whole incubator/accelerator phases.
- Mentors are requested to indicate and report any potential risk.
- Intermediary participates in chosen activities of grantees.
- o Grantees send data for impact reports regularly

### • Reporting phase:

 Final report check before the balance payment (10%) is released. In case of doubt additional information/documents are requested.

### 2.1.4.8 Reporting

 Meeting minutes will be made from each Regular monthly and monitoring meetings, Task team operational meetings, available at request of EU Commission staff.

### Status reports

- Status reports summarizing the progress in accomplishing the tasks, implemented corrective action as well as planned activities for the next period will be prepared on a monthly basis
- o Project manager will be responsible for preparing the status reports
- Status reports will be sent to all project team members and key relevant management persons, including EU Commission staff at request

### Monitoring and reporting of third parties 'outputs and outcomes:

- regular monitoring of CSOs during capacity building activities (incubator, accelerator) in-person, offline meeting with intermediary's staff and mentors,
- · regular meetings for qualitative and quantitative data needed for impact report,
- Monitoring of implemented activities intermediary's attendance to chosen activities,
- final report of activities and its results,
- final report of capacity building outcomes.

### 2.1.5 Capacity Building

### 2.1.5.1 Main principles in Pontis capacity building model

### 1. In-depth capacity building

For CSOs to achieve the highest possible impact of their activities, the non-financial support needs to be directed in two ways: CSOs to become impact ready (capable of replicating the social outcomes for a defined population) and investment ready (capable to have a sustainable organizational growth).

To cover both impact and sustainable growth, we suggest three streams of impact building activities: social impact, financial sustainability and organizational resilience. According to multiple research reports, these three areas of development of the CSOs constitute the final goals of non-financial support. The three areas are complementary and all equally important for the long-term sustainability of CSOs.

### 2. Five-step approach in capacity building

In our capacity building model we will use the five-step approach:

- A) **Map intermediary's assets** In order to provide best possible services, we will combine the internal capacities with paid and pro bono external consultants. Internally, the Pontis staff is able to provide several technical consultations, otherwise we will be using a wide network of business and public sector supporters for pro bono consultations. Only very few services will be provided by paid external consultants.
- B) Assess needs of the CSO: In order to assess the needs of CSOs we will use a two steps process. Self-assessment will be done by CSOs in application and afterwards, stream I. organizations will be assessed during needs analysis workshop and stream II. organizations will undergo their needs assessment in boot camp (a 3-day event at which organizations will receive the opportunity to prepare plans for their capacity building work with the help of experts).
- C) **Develop the capacity-building plan**: With a clearer view of the needs of the CSO, the intermediary and the CSO co-develop a non-financial support plan.
- D) **Deliver capacity building services**: Capacity building will be offered in incubator and accelerator through a variety of delivery models, including workshops, one-on-one coaching, group training or access to intermediary's networks.
- E) Assess the value and impact of capacity building: the value and the impact of the non-financial support are assessed in the impact report, based on qualitative and quantitative data from capacity building report provided by supported CSOs (as part of the final activity report at the end of the project implementation).

			STREAM I (INCUBATOR)	STREAM 2 (ACCELERATOR)
	PRE-SELEC	CTION	In-depth assistance Needs self-assessment	Basic assistance Needs self-assessment
SE	LECTION	Needs analysis		Boot camp (in-depth assessment and capacity building plan)
		Neeus allalysis	Needs analysis workshop (assessment and capacity building plan)	
		Social Impact	Theory of Change, Impact Strategy, Impact Measurement, Systemic Impact	Theory of Change, Impact Strategy, Impact Measurement and Management, Systemic Impact
			(workshops, individual work)	(workshops, individual consultations)
CTON	Specific support	Financial Sustainability	Fundraising, Financial Management	Fundraising, Financial Management, Revenue Strategy
SELE		Í	(workshops)	(workshops and individua consultation)
AFTER-SELECTON		Operational Resilience	Governance and Human Capital (workshops, individual consultations)	Governance and Human Capital (individual mentor sessions)
	Generic Support	Strategic	Advocacy, General Management Advice,	Advocacy, General Management Advice, Strategy, Management of
	(Bucket list for individual	Operational	Strategy, Management of Change, Legal, ICT Advice, Marketing/PR	Change, Legal, ICT Advice, Marketing/PR (individual consultations
	mentorship)	Thematic	(4 workshops, designed based on needs assessment)	based on needs assessment and capacity building plan)

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PRE-SELECTION CAPACITY BUILDING	
Stream I (Incubator)	Stream II (Accelerator)
Instructions webinar with QA session before the call deadline  Example of a similar webinar done by Pontis Foundation in the past, still available on our website. <a href="https://www.youtube.com/watch?v=4">https://www.youtube.com/watch?v=4</a> ARJIc5kdU.  Example of instructions for financial reporting, needed legal documents, etc.) can be found on <a href="https://www.pontisfoundation.sk">www.pontisfoundation.sk</a> : <a href="https://www.nadaciapontis.sk/nadacne-fondy-a-darcovske-programy/">https://www.nadaciapontis.sk/nadacne-fondy-a-darcovske-programy/</a> .	Instructions webinar with QA session before the call  Example of similar webinar done by Pontis Foundation in the past, still available on our website. https://www.youtube.com/watch?v=4 ARJIc5kdU.
Contact person information  Phone number and email for more specific questions about the Call.	Contact person information  Phone number and email for more specific questions about the Call.
Technical support sessions 30 days before the deadline.  At least 3 different time slots in different days will be given for individual/group consultations: guidelines on project writing, eligible activities, consultation of budget, specific requirements of the EU funding, compatibility with the call priorities.	

### SELECTION CAPACITY BUILDING

Stream I (Incubator)	Stream II (Accelerator)
No capacity building	Boot camp: a 3-day event filled with expert consultations from at least 15 top mentors covering the three thematic areas (rule of law, education, inclusion), business, public and civic sectors. Organizations will receive the opportunity to develop an analysis of their project and a strategy for its dissemination and sustainability with the help of experts.  Typical expertise of mentors provided during the event is: PR, marketing, financial management, leadership and team development, talent management, organization strategy or impact strategy. At the boot camp, organizations will also have the opportunity to develop their plan for capacity building activities during acceleration.  Ten selected organizations, based on the evaluation at boot camp, will advance to the 3-month mentoring program accelerator.
AFTER SELECTION CAPACITY BUILDING	

Two capacity building tools will be used, namely Incubator and Accelerator. Capacity building in incubator and accelerator will be divided into two parts: specific support and generic support. In the specific support we will be focusing on three areas: social impact, financial sustainability and organizational resilience of organizations and these activities will be offered to all organizations. Generic support activities will be more flexible and reflect individual needs of organizations.

### Stream I (INCUBATOR)

Incubator will provide a 'safe space' for exchange of experience in larger group of NGOs and concept of learning is based more on workshops than on individual consultations in order to develop a network of support. Incubator – types of activities with expected outcomes.

	Activity	Expected Outcomes	
INCUBATOR			
SPECIFIC SUPPORT			
Social Impact			
Theory of Change and Impact Strategy	Workshop (3h) for all participants: definition of mission, vision, strategy.  Workshop (5h): outline of theory of change: theory and individual work.	CSOs can articulate their social mission. CSOs can articulate their mission and vision, target population, long term outcomes short-term and intermediate outcomes, programme design. CSOs can describe what they do and why it matters, logically, coherently and convincingly. CSOs have defined a Theory of Change.	
CSOs Impact	Workshop (3h) – introduction to impact measurement, how to collect quantitative and qualitative data and how to communicate outputs and outcomes externally. Practical activities and individual consultation included	CSOs can produce anecdotes that suggest positive outcomes. CSOs ask occasionally how satisfied is their target population, ask for feedback. CSOs capture data that shows positive change, but cannot confirm they caused this.	
Systemic Impact	Basic workshop on systemic change (3h)	CSOs understand what systemic change means. CSOs can communicate their results to public authorities.	
Financial Sustainability			
Fundraising	Workshop (3h): fundraising cycle, identification of donors, fundraising materials, revenue streams, identification of fundraising products, basic	The internal fundraising skills are somewhat developed. CSOs have limited access to multiple categories of funders.	

	introduction to revenue strategy.	
Financial Management	Workshop (3h): Implementation of the business plan, budgeting and cash flow management.	CSOs have limited financial plans & monitoring. CSOs have transparent, clear and consistent financial activities. CSOs have a budget approval process in place.
Organizational Resilience		
Human Capital Support	Workshop (3h): basic HR processes, team creation, management of talents.	CSOs have a recruitment plan for the medium term. CSOs know which skills are needed on which level of organisational maturity.
Governance Support	Workshop (3h): introduction to project management. Workshop (3h): organizational planning, strategic thinking, creation of long term strategy of organization.	Competences are still somehow overlapping. CSOs have skills to make a long-term strategy. CSOs have basic project management skills.
	ions: based on the preferences nized with focus on specific areas of	
Strategic Support	Operational Support	Thematic Support
Advocacy Skills	Legal Advice	Mentoring consultation with expert from business/NGO/public authority will
General Management Advice	ICT Advice	be assigned.
Strategy Consulting	Operations Management	
Advice on Management of Change	Marketing/PR	
	_	

### Stream II (ACCELERATOR)

Accelerator is set up to create "tailor made" capacity building for a selected cohort of organizations. Accelerator is more programmatic than incubator, its focus is on CSOs that have a tested impact model and are looking to scale up. It is a 3 months programme, in which we provide the carefully selected CSOs with in-depth support, such as workshops, training modules, close contact with mentors and opportunities to scale their work.

In accelerator, each organization will receive extra 40 hours of individual mentorship:

**Individual mentor (GUIDE)** is typically a business person with at least some experience with working with NGOs. Individual mentors will be selected with respect to organization's needs analysis done in Bootcamp. The individual mentor's responsibilities:

- To advise the organization on the plan, strategy and main areas of development during the accelerator.
- To guide the organization throughout the whole three months of accelerator phase and support organization in its strategy during the accelerator.

Each organization will have 20 hours of individual consultations. However, our experience is that individual mentors provide more pro bono hours, once they get to know the organization.

**Impact measurement mentor** is typically an expert from a selected university who has experience in various methods of impact measurement and impact strategy. Each organization will have 20 hours of individual consultations.

Accelerator types of activities with specific outcomes.

	Activity	Expected Outcomes			
ACCELERATOR					
SPECIFIC SUPPORT	SPECIFIC SUPPORT				
Social Impact					
Theory of Change and Impact Strategy	Workshop (2h): outline of theory of change: theory. Individual consultation sessions (1h per organization).	CSOs have clearly defined Theory of Change and understand how to review it regularly. CSOs manage and refine the course of action using real time and retrospective data.			
CSOs Impact	Each organization will be assigned an expert in impact measurement. Consultation sessions	CSOs collect data and benchmark it against relevant external populations and see positive changes. CSOs have a strategy for long term impact			
	throughout the whole accelerator: 20h per organization (external and internal staff)	measurement and communicate it externally.			

Systemic Impact	Workshop on systemic change (3h)	CSOs have defined strategies to create alliances with other CSOs, public or private partnerships, based on long term goals defined in their theory of change.	
Financial Sustainability			
Fundraising	Workshop (2h): fundraising cycle, identification of donors, fundraising materials, revenue streams, identification of fundraising products, basic introduction to revenue strategy. Individual consultations (max. 3 h per organization).	CSOs have well-developed or highly developed internal fundraising skills and expertise. CSOs have a solid basis of funders in most types of funding sources. CSOs have a highly diversified funding structure.	
Revenue Strategy	Workshop (4 h): Business modelling, diversification of organizations' income, models of financial functioning of organization, types of financial instruments and how to combine them correctly to achieve the greatest possible impact on society.  Individual consultations with business mentors (max. 3 h per organization).	CSOs have started to plan a "business model" with diversified streams of revenue and have a solid system of financial predictions.  CSOs have started developing some sustainable revenue-generating activities (where possible / where applicable).	
Financial Management	Individual sessions with expert mentors, based on needs analysis of individual organization (max. 3 h per organization)	CSOs have an accurate, transparent and efficient financial reporting system. CSOs have very solid financial plans, continuously updated.	
Organizational Resilience			
Human Capital Support	Individual sessions with expert mentors, based on needs analysis of individual organization (max. 3 h per organization)	CSOs have a plan for the development of staff competences. CSOs have the ability to develop an HR plan and revise on a regular basis, linking it to strategic planning.	
Governance Support	Individual sessions with expert mentors, based on needs analysis of individual organization (max. 3 h per organization)	CSOs have clear competences and responsibilities. CSOs have regular daily, weekly, monthly, quarterly management routines. Long term strategy is in place, KPIs and priorities are set.	
per organization) Eiti	her mentor/one time consul	ons available per organization, max.3 tation with expert from business/NG aan 3 organizations will need this consultancy).	

Strategic Support	Operational Support	Thematic Support	
Advocacy Skills	Legal Advice	Mentor/one time consultation with experts from business/ NGO/ public	
General Management Advice	ICT Advice	authority will be assigned.	
Strategy Consulting	Operations Management		
Advice on Management of Change	Marketing/PR		
Specific fundraising consultation			
Specific financial management consultation			

### 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

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

### 2.2.1 General Information about Pontis Foundation

Pontis Foundation will be the only implementing entity of the project. It was founded in 1997 with a mission to link together private, public and non-profit sectors to make positive changes in Slovakia, Since then, Pontis has evolved into one of the largest CSOs in Slovakia with almost 50 employees and in-house consultants, and with offices in Bratislava (capital), Žilina, Trnava and Zvolen. Our annual budget varies around 4,5 to 5,5 million euro. Our main focus is supporting philanthropy (individual and corporate), corporate responsibility (CSR), and social innovations, where we focus on capacity building of CSOs working in the field of education and inclusion (developing our own social innovation in order to provide it as a tested and evaluated solution for further scaling).

### 2.2.2 Capacity Building

Capacity building of CSOs is the main focus for our acceleration program Generation 3.0. In order to boost the impact of organisations, we adopted methods from the corporate start-up environment and adapted it to the needs of CSOs. We are now in the 6th year of our acceleration program where we focus on a smaller number of CSOs but we provide them with targeted support in the areas where they need assistance and funding. Wide range of cooperating experts allows us to evaluate the specific needs of CSOs and then focus on improving their weak points, thus preparing them for scaling their innovative solutions to educational institutions. Furthermore, as one of the very few organisations, we prepare our own impact report in order to improve the quality of our activities with CSOs and our own impact. Within the course of this capacity building, the accelerated organisations were able to reach almost 20% of teachers of primary and secondary schools in Slovakia (over 20 thousand). The total number of organisations that passed the acceleration program from 2017 to 2021 was 26 out of 251 applicants, and they were provided with 1 442 hours of consultations from 117 mentors and experts. The most important impact indicators – participation of teachers and participation of students **grew** in the half-year following the acceleration program on average by 75 % and 91 % respectively. The quality of the program is also confirmed by the number of applications that rose this year to 40.

Apart from this acceleration program, we also run annually **around 10 – 15 training sessions for CSOs** on different topics, such as PR, fundraising, project management, general CSO legislation, GDPR and ITC skills. Training is provided by experts in the respective topic from Pontis Foundation or by pro-bono corporate experts. The total number of **trained employees of CSOs is around 200 - 250 each year**.

### 2.2.3 Financial Support to CSOs

Our annual granting budget is around 4 million euro. We manage 30 corporate endowments funds (largest ones are Telekom (Deutsche Telekom company in Slovakia) and Lidl Slovakia) and 2 thematic endowment funds – The Fund for Transparent Slovakia and The Fund for Supporting LGBTI+ communities in Slovakia. Apart from these funds we manage the selection and administrative process for several external entities (Fund for Ukraine – 1 million euro, SK-NIC - 300 000 euro annually and GS1 300 000 euro starting this year). We have our own IT solution for grant applications, communication with beneficiaries, internal payment processing and reporting which is done online inside the application. We are also the largest beneficiary of the assignated (income) tax. Annually we provide over 900 grants, vast majority to CSOs, ranging from 100 euro to 100 000 euro.

### 2.2.4 Financial Transparency

Each year, Pontis finances are subject to statutory audit and also regularly audited by the Government Audit Authority of the Ministry of Finances of the Slovak Republic. The last control was in 2021 and we fulfilled all the required criteria. The control has not found any major problems regarding financial management or grant provisions. Our financial rules and internal processes are very bold and a professional team of grant managers and financial managers allow us to manage a large number of grants in an efficient and lean manner. The number of failed grants to CSOs is very limited (close to zero), as our support during the process of application preparation, the project implementation, reporting and the system of the distribution of grants (1st, 2nd interim and final payments) helps CSOs to fulfil their impact goals and reporting obligations.

### 2.2.5 Supporting Organizations

The project has been supported by The Office of the Plenipotentiary of the Government of the Slovak Republic for the Development of Civil Society that has committed support during the implementation of the project with their experts contributing with knowledge and insight from their research. Another supporter is the Fund for Transparent Slovakia that has also committed to co-finance part of the grants for CSOs. Both support letters are enclosed as attachments.

### 2.3 Project teams, staff and experts

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### Project teams and staff

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

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

Note: Please ensure a gender-balanced representation in the composition of project teams and staff performing the action.

Name and function	Organisation	Role/tasks/professional profile and expertise
Namina Akoussahová	Pontis Foundation (Nadacia Pontis)	Project Manager WP1  She has 25 years expertise in corporate projects and structured trade financing, administration of EBRD, EIB, CEB programmes for credit lines/guarantees, development of products, banking methodology, CEO of factoring company, 3 year financial management of CSOs. Master's degree at Economic University, Faculty of National Economy and Faculty of Foreign Trade. (CV provided)  Tasks: Project Management, administration, coordination and monitoring of the project, time schedule, communication with project team and external partners, organisation of coordination meetings, and preparing project reports
Daniela Snyder	Pontis Foundation (Nadacia Pontis)	Project Assistant WP1 Tasks: Internal administrative and logistic support.
Slavomíra Hvizdošová	Pontis Foundation (Nadacia Pontis)	Financial Manager WP1  She worked 8 years as Financial Manager for corporations in pharmaceutical and automotive industries. In Pontis for 6 years as Financial Coordinator for Institutional Grants and 5 years as Financial Director (CFO and COO) - responsibility for FP&A, controlling, accounting, audits, compliance, governance, risk management. Masters degree at University of Economics in Bratislava, Faculty of Commerce (CV provided)  Tasks: Financial management of the project, monitoring, procurement, the efficiency and transparency of the use of the granted funds in accordance with legislative standards and EU conditions, preparation of financial reports.
Barbora Hullová	Pontis Foundation (Nadacia Pontis)	Grant Administrator WP2  Program manager of Pontis Foundation for 4 years. In charge of several endowment funds, responsible for the administration and administration of grant programs (600 applications per year) includes communication with applicants, administrative check, preparation of documents (call conditions, contracts) necessary for implementation, communication and reporting. Master degree in European Studies, Faculty of Social and Economic Science, Comenius University (CV provided)  Tasks: communication with participants, administration of grants, ad hoc consultations, responsible for grant's monitoring, reviews, disbursement of payments to participants, check of reports from grantees.

Martina Kolesárová	Pontis Foundation	Strategist WP3
	(Nadacia Pontis)	Martina Kolesárová has worked for the Pontis Foundation for six years. She was in charge of fundraising and developing cooperation with social innovators. She was involved in the birth of Pontis Foundation programs in innovative and inclusive education and supporting business leadership. She is in charge of the education and social innovation streams and co-manages the Foundation. She graduated in Political Science at Central European University in Budapest.
		(CV provided)
		Tasks: Responsibility for the strategic leadership of the project, fundraising coordination
Norbert Maur	Pontis	Grant methodologist WP2 , Capacity Building Manager WP3
	Foundation (Nadacia Pontis)	He has a demonstrated history of working in philanthropy, focusing on education and social innovation, skilled in impact assessment. Built with his team the first social impact accelerator in Slovakia, focused on scaling up innovative educational approaches and ecosystem for innovations in education – training for teachers, online catalogue of innovations. PhD. in Social Anthropology, Comenius University Faculty of Social and Economic Science. (CV provided)
		<b>Tasks:</b> He is responsible for professional management of the grant scheme methodology, call documentation, evaluation of the grants, organisation and Capacity Building, Impact Assessment.
Tomáš	Pontis	Capacity Building coordinator WP3, Impact Summit Coordinator WP4
Janeček	Foundation (Nadacia Pontis)	12 year working experience mainly in CSOs, incl. 4 years in Pontis. He is in charge of the selection of innovative educational approaches for the Generation 3.0 programme. He is also responsible for coordinating the EDUcamp and EDUaccelerator. Master's Degree, Regional Geography, Regional Development and European Integration at Comenius University. (CV provided)
		<b>Tasks:</b> call documentation, evaluation of the grants, organisation of Bootcamps and selection of projects organisation of Incubator, Strategic philanthropy team. He is also in charge of the coordination of the EDUaccelerator.
Dominika Pontis		Evaluator WP3 I
Hroššová	Foundation (Nadacia Pontis)	She has comprehensive experience in academic and applied research (10+ years). International working experience from several countries CZ, FR, SE. Last 3 years works on a strategy of impact measurement of the program Generation 3.0. She helped to set up collaborations with academic researchers in social sciences to help CSOs to start impact measurement in their projects. Also coordinates centres of innovative education for teachers – EDUpoints in 9 towns. PhD in Biomolecular Chemistry, CEITEC-Masaryk University
		<b>Tasks</b> : Responsibility for impact measurement, coordination of researchers. She is responsible for collecting data and measuring the overall impacts.
Matúš	Pontis	Capacity Building coordinator WP3, mpact Summit Coordinator WP4
Labanc	Foundation (Nadacia Pontis)	In 2015 he was a member of a team who created the biggest coworking space in Brno, Czech Republic called Impact Hub, the fastest growing Impact Hub in the world during the next two years with more than 400 members, leader in the acceleration programs supporting social innovations. As an event manager he managed to create the n.1 event space in Brno with more than 350 business events per year. Graduated at Janacek Academy of Music and Performing Arts, Theatre Faculty, MgA
		<b>Tasks:</b> call documentation, evaluation of the grants, organisation of Bootcamps and selection of projects organisation of Incubator, Strategic philanthropy team. He is also in charge of the coordination of the EDUaccelerator.

Katarína Obuchová	Pontis Foundation (Nadacia Pontis)	Communication Manager WP4  She has been in the non-profit sector since graduating from university, for more than 15 years. She worked in PR positions in various organisations, where she was in charge of communication and fundraising campaigns, contact with the media, and organising events. 2 years ago she joined the National Institute for Education (managed by the Ministry of Education, Science, Research and Sport of the Slovak Republic. Graduated at Comenius University, Faculty of Education Department of therapeutic education (CV provided)
		Tasks: responsible for communication and all PR activities related to 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.

Part of the expertise needed for capacity building - trainers and mentors - will be completed by external experts (in addition to volunteers), under cost category A.3 seconded persons. The experts will be contracted directly or from our partner organisations or from training/consultancy companies, experienced in the thematic area.

### 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.

As the ImpactAS project is envisioned to be implemented only by the Pontis Foundation as a single entity, this section is **not applicable.** 

### 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 ImpactAS project management and communication will be implemented at several levels:

- (1) PROJECT MEETINGS four meetings are envisioned to be organized during the project course; their focus will be on the issues related mainly implementation of the project, monitoring and reporting of the activities; the meetings will also comprise feedback from QA experts and, potentially, members of the Pontis Foundation board;
- (2) AD HOC TEAM MEETINGS in person or virtual separate meetings of sub-teams working on specific tasks that can be organized in person or online;
- (3) MEETUPS constitute a specific type of facilitated meetings focused on the selected topics that has been agreed upon in the team; participation in them can comprise representatives of both project and associated partners;
- (4) AD HOC COMMUNICATION overall implementation will be facilitated by sharing all contacts within the project team and using the most suitable communication tools. In addition, project management will encompass capacities for storing and sharing documents as well as any requirements with regards to monitoring of conducting activities and delivering project results at the partnership basis as well as towards the funding agency. Key experts will be assigned with a responsibility to lead implementation of individual activities (see the following section for more details and expert profiles).

Meeting minutes will be made from each meeting, distributed to all task team members and the project manager.

### **Quality assurance**

Up to five quality assurance experts (members of the programme board) will be engaged to provide their expert feedback on the capacity building and grant support provision. They will provide their independent perspective on the implementation as well as adherence to the proposed methodology for grant provision and capacity building. Moreover, the quality assurance reports will be linked with regular project management processes (and meetings) to incorporate the findings into the subsequent implementation of the project.

### Monitoring and evaluation strategy

The ImpactAS project has been developed with a perspective to ensure effective monitoring and evaluation by incorporating the specific quality measures. As such, the assessment of achieving objectives is planned to be conducted at two levels:

**DELIVERY and QUALITY OF THE PROJECT RESULTS:** The assessment will comprise evaluation whether or not the project results have been delivered in line with the proposed work plan and with the indicators set for each result. This will be carried out on the basis of a predefined means of verification in each activity:

- WP 1 Project management and coordination
  - Internal project monitoring activities (e.g., project board / team meetings, internal reporting guidelines)
- WP2 Financial support to third parties
  - Feedback forms after concluding grant cycle
- WP 3 Capacity building
  - Peer review of the capacity building curriculum and materials
  - Feedback collection (qualitative and quantitative methods)
  - Impact assessment methods
- WP 4 Project webpage and communication
  - Debriefings after project events
  - Evaluation forms after the events (quantitative)

The detailed impact assessment strategy will be implemented as deliverable 3.1

### 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.

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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.

Activities are designed based on **previous experience in both capacity building and granting**, benefiting from the tested and proven procedures, knowledge of the ecosystem, orientation in the respective markets (event facilities, experts), the existing technical solutions (granting webportal darca.sk) and implemented procedures.

**Internal standards and controls** are applied in a consistent manner to every project within the organisation, covering purchasing/procurements, code of conduct, compliance, roles and responsibilities, accounting rules.

All **budgets** from individual project budget through team budget up to the total budget of the organisation are **reviewed and updated at least quarterly**, including the actual costs and adjusting the forecasts consequently. **Budget-to-accounting checks and reconciliations** are performed on a regular basis.

### 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?

### 3.1.1 Target groups

The primary target group of the project activities will comprise Slovak CSOs working in the field of rule of law and democracy; human rights and inclusion; and education.

The secondary target groups (those, which CSOs include in their activities and are expected to work with):

- public authorities,
- private companies,
- other non-profit players
- final beneficiary groups that CSOs work with in their general activities (Education teachers, students, parents, Human rights and inclusion – migrants, refugees, Roma population, etc., Rule of law and democracy – general public)
- general public.

### 3.1.2 Expected changes via financial support and capacity building activities

The objectives and expected results of this project are relevant especially to **primary target group**, **i.e. Slovak CSOs**. The positive changes of this project will also affect the situation in the areas where CSOs actively work and which are in focus of this project: rule of law and democracy, human rights and inclusion and education.

The expected changes encompass as follows:

- higher capacity of CSOs for system change on local, regional, national level,
- higher innovation potential of non-profit sector through cross-sectoral cooperation,
- higher capacity and ability of CSOs for scaling of own innovative approaches and services,
- higher cross-sectoral and intra-sectoral cooperation of CSOs,
- strengthening of sustainability potential of CSOs and raising their focus on better diversification of resources,
- strengthening organizational resilience and advocacy abilities of CSOs.

There are very few data sets in Slovakia, which could work as a baseline for this project. However, there are several documents with qualitative research in the area of social innovation and NGO sector as such (mentioned also in our needs analysis section) and some are planned in the near future.

Until September 2022, Pontis Foundation will have results of mapping key social innovators in the country in a variety of fields and analysis of barriers of the social innovation (and as such also CSO sector) is one of the expected outcomes of the mapping. This could be another document to be used as a baseline for the evaluation in this project to see if and how the Slovak CSOs are responding to the barriers.

The evaluation of these changes will be done through qualitative interviews with the supported CSOs and questionnaires at the beginning and at the end of the project.

### 3.1.3 Short, medium effects of the financial support (Objective: Building strong CSO partnerships)

The scope of eligible activities of CSOs combined with the intensive capacity building is expected to bring fairly visible effects already at the end of the project.

The short term effects will materialize in the immediate activities and their outputs realized during implementation phase of the project and will be seen in:

- intensified activity of CSOs towards creating partnerships (with other NGOs, public sector or business),
- intensified openness of CSOs towards public sector partnerships e.g. in higher number of invited public sector employees to CSOs events, higher number of expert discussions, etc.)
- intensified research and analytical documents focusing on intra-sectoral and cross-sectoral partnerships,
- intensified work in creation working models of cooperation with government, municipalities, and/or other CSOs in particular thematic area,
- intensified activity towards improving innovative solutions or towards bringing new models for better solutions, especially in the core areas of this project,
- intensified activity towards coalition building for system change in individual thematic areas, etc.

These will be materialized in mid-term results:

- new alliances, platforms, informal groups within non-profit sector,
- new alliances, platforms, informal groups of non-profit sector and public sector representatives,
- new types of formal and informal events and networking opportunities to exchange ideas among different
- new models of services for the vulnerable groups,
- new types of partnerships on local, regional and national level connecting representatives of different sectors,
- strengthened ties and new activities within existing platforms, informal groups, etc.

### 3.1.4 Capacity building effects (Objective: Building impactful and resilient CSOs)

The short- to mid-term effects will also be the result of capacity building activities in the incubator and accelerator.

The **short term change** can potentially be visible in fields such as fundraising, or financial management. A short term effect will be identified as improved knowledge on very specific and technical concepts such as system change, or skills such as impact measurement, or model of scaling innovative activity.

We have identified short-term to mid-term outcomes in three areas: Social Impact, Financial Sustainability and Organizational Resilience, separately for incubator and accelerator to achieve the best possible results, as each stream of organizations carries different features and will require different tools of support.

### Incubator (small, less resilient, regional CSOs)

	Expected Outcomes
Social Impact	CSOs can articulate their social mission. CSOs can articulate their mission and vision, target population, long term outcomes, short-term and intermediate outcomes, programme design. CSOs can describe what they do and why it matters, logically, coherently and convincingly. CSOs have defined a Theory of Change. CSOs occasionally ask how satisfied their target population is, and ask for feedback. CSOs capture data that shows positive change, but cannot confirm they caused this. CSOs understand what systemic change means. CSOs can communicate their results to public authorities.

 inancial Istainability	The internal fundraising skills are somewhat developed. CSOs have limited access to multiple categories of funders. CSOs have limited financial plans & monitoring. CSOs have transparent, clear and consistent financial activities. CSOs have a budget approval process in place.	
rganizational esilience	CSOs know which skills are needed on which level of organisational maturity. CSOs have skills in how to make a long term strategy. CSOs have basic project management skills.	

### Accelerator (more resilient and professionalized CSOs)

	Expected Outcomes
Social Impact	CSOs have clearly defined Theory of Change and understand how to review it regularly. CSOs manage and refine the course of action using real time and retro-spective data. CSOs collect data and benchmark it against relevant external populations and see positive changes. CSOs have a strategy for long term impact measurement and communicate it externally. CSOs have defined strategies to create alliances with other CSOs, public or private partnerships, based on long term goals defined in their theory of change.
Financial Sustainability	CSOs have well-developed or highly developed internal fundraising skills and expertise. CSOs have a solid basis of funders in most types of funding sources. CSOs have a highly diversified funding structure. CSOs have started developing some sustainable revenue-generating activities (where possible / where applicable). CSOs have an accurate, transparent and efficient financial reporting system. CSOs have very solid financial plans, continuously updated.
Organizational Resilience	CSOs have a plan for the development of staff competences. CSOs have the ability to develop an HR plan and revise on a regular basis, linking it to strategic planning. CSOs have clear competences and responsibilities. CSOs have regular daily, weekly, monthly, quarterly management routines. Long term strategy is in place, KPIs and priorities are set.

### 3.1.5 Long term effects of the financial support and capacity building support

Strengthened capacities of CSOs will have direct impact on the improvement in the highly problematic areas of the country: stronger organizations will mean better, more innovative, more focused and more sustainable projects, in stronger partnerships with business, other NGOs or public authorities, which will mean more positive and bigger impact on beneficiaries' of non-profit activities.

All these aspects will in the long-run lead to a better inter-sectoral understanding and acceptance of the nonprofit sector as not only the important "third leg" of healthy democratic societies but also as a relevant and equal partner for cooperation.

Several indicators of the long term effects:

Increased number of projects in Slovakia which are from very beginning based on intra-sectoral and crosssectoral cooperation,

- Increased number of system change driven innovative approaches, models, etc. of CSOs to improve conditions in problematic socio-economic areas of the country and to improve conditions of vulnerable groups of citizens,
- Public authorities and CSOs will cooperate and prepare new models of financing CSOs,
- Improved dialogue, cooperation and trust between CSOs (qualitative research needed to measure),
- Increased number of long-term partnerships between CSOs and business also thanks to ties built via capacity building activities,
- Cooperation between CSOs and the public sector will become more sustainable, more predictable and standardised one of the first steps is regular and inclusive participation of CSOs in the process of creation and review of the strategic documents affecting CSOs and their beneficiaries.
- New and innovative tools of capacity building in the non-profit sector will become more widely used based on positive experience in this project.
- Increased number of Slovak CSOs which will actively measure their impact and this will become inherent part
  of their activities,
- Increased number of Slovak CSOs which will actively use pro bono expert consulting as an inherent part of their activities.

### 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.

We are planning to use a mix of communication channels to achieve the best results for the project activities. From our experience, our own communication channels proved to be the most effective and cost efficient in promotion of CSO support and capacity building activities. Since we are in constant touch with hundreds of CSOs through our grants and activities, our channels cover all relevant representatives of CSOs, both smaller rural ones and larger organisations. Our channels are professionally managed by internal staff and reach specific target groups we focus on. Our channels include:

- Facebook: 20 000+ followers, average post reach is 3 000 users
- LinkedIn: 3 000+ followers (the highest number of followers among Slovak NGO active on LinkedIn), average reach 500 users
- Newsletter database (GDPR compliant): 15 000 regular monthly recipients, average open rate 25% (3750 recipients)
- The average monthly traffic of foundation's website (<a href="www.nadaciapontis.sk">www.nadaciapontis.sk</a>): 8 300 unique visitors. In 2021, the number of unique visitors reached 100 000 per year, average reach of one article 1000 readers

The European Commission as a funder will be mentioned via every channel as set in the communication plan, and through the activities of beneficiaries as communication requirements are part of grant agreement. We will use mainly:

- Official project website, nested as a part of the Pontis foundation's website, will contain all information about the project, calls, conditions, successful grant applications and its results and all capacity building activities, as stated in the Call for Proposals
- Visibility of EU Funding will be ensured in all materials provided to participants
- At all events, EU will also be displayed on the main screens and placed in related materials,
- We will prepare regular social media posts on Facebook and LinkedIn as mentioned below
- All other communication tools, such as articles, etc.
- We will send out regular press releases as stated in the plan below

### **Target Groups**

For our activities, the key target groups will comprise as follows:

- 1. CSOs as possible beneficiaries of the project through capacity building and granting
- 2. **Policymakers in respective fields** to strengthen cooperation between CSOs and government bodies, introduction of innovative approaches to solving societal problems.
- 3. **General public** in order to get general information about the project, its impact and subsequently about the work of CSOs participating in project activities.

### Communication/dissemination channels and messages

Several different communication and dissemination channels will be used in the ImpactAS project (as outlined in the following table) to clearly communicate the project goals, implementation progress as well as innovative approaches to granting and capacity building methodologies. It is expected that communication and dissemination activities could have an outreach to almost 170 000 persons by leveraging mostly the well-established channels linked to the Pontis Foundation long-term activities. Out of it, it is envisioned that almost 600 persons will directly participate in events organized within the project framework.

				Target group communication reach						Events		
Communication activity	Primary target group	Secondary target group	Communication content	Project Website	Pontis Website	Pontis Newsletter	Social media (Facebook )	Social media (Linkedin )	Press Releases (200 para. par Pfi)	Reach Total	Partiol pants	Total
impact Summit - Opening event	OSOs	Policymakers	Information on the project, possibilities for funding/ capacity building, dates	1000	1000	3 750	3 000	500	200	9 4 5 0	100	100
impact Summit - Final event	OSOs	Policymakers	selected beneficiaries	1000	1000	3 750	3 000	500	200	9 4 5 0	100	100
informing on call a unch (4 calls for proposals)	OSOs	Public	Information about the project, possibilities for funding and capacity building, dates	4000	4000	15 000	12 000	2 000	800	37800	80	80
Stream iselected grantees presentation (2 calls)	General public	OSOs	Communication on the successful grantees and their projects	2000	2000	7 500	6 000	1 000	400	18900	n/a	0
Stream II selected grantees presentation (2 cal/s)	General public	OSOs	Communication on the successful grantees and their projects	2000	2000	7 500	6 000	1 000	200	18700	n/a	0
Work shop / articles (from needs' analysis workshop - 2 (ncub ators)	CSOs	Policymakers	Article on the workshop, grantees, their projects and progress	2000	2000	7 500	6 000	1 000	n/a	18 500	100	100
Nork shop /a rtic les from needs' analysis cotcamp - 2 accelerators)	CSOs	Mentors	Article on the boocamp, grantees, their projects and progress	2000	2000	7 500	6 000	1 000	n/a	18 500	90	90
tworkings vent 2 events for incub, and acceler, participants)	OSOs	Montors	Communication on the progress of incubator and accelerator participants	2000	2000	7 500	6 000	1 000	n/a	18500	60	60
Communication vebinars / seminars devents)	CSOs	General public	Communication on the selected topics related to capacity building	2000	2000	7 500	6 000	1 000	n/a	18 500	60	60
Total reach				18000	18 0 00	67 500	54 000	9 000	1 800	168 300	590	590

### 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?

**Working with CSOs is at the core of the vision and mission of our Foundation.** Pontis means bridge in Latin and from the very beginning of our existence we have focused on strengthening cooperation between the Slovak NGOs and business in order to strengthen sustainability and resilience of the Slovak NGO sector. We have been working on this vision for more than 23 years now.

Next years we will continue supporting Slovak CSOs, in order to become more sustainable, innovative and resilient and to improve their ability to bring effective solutions to old and newly appearing problems in the society.

In our vision we have identified three core areas: social innovation, philanthropy and corporate responsibility. In the field of social innovation, we have identified a strong barrier which hinders the ability of CSOs not only to develop new solutions but mainly to spread effective and proven solutions on a larger scale. The crucial barrier identified by leaders of the NGO sector in the country is cooperation with public authorities.

For that reason, **we have established** (as a first foundation in Slovakia and probably the first entity in the non-profit field) **a position of Policy Manager**, whose role it is to identify and find ways and models to establish transparent, working and sustainable cooperation between NGOs (bringing effective and proven solutions) and the public sector. Clearly, the main objectives of this call are very much in accordance with our long term vision.

We also understand that **professionalisation of the NGO sector is needed** and in order to bring new, working and later proven solutions in a good quality and with relevance, the sector still misses important skills, talent and instruments. In this project we are bringing in an in-depth capacity building model to a wider scale of NGOs (before used to the limited number of NGOs in education) and after finishing the project this concept will be further developed to achieve **our goal and become a large hub of social innovation in Slovakia.** 

**Sustainability of this project** will be achieved in both aspects: we will continue as a grant making foundation (being the largest grant-making foundation in Slovakia also today) and as a provider of high quality capacity building services to the NGO sector in order to accelerate the impact of the financial support. Financial sustainability will be achieved through continuing partnerships with the private sector, other (foreign) foundations and also the public sector, including EU funding.

As a continuation of this project and its complementarity to other EU funding, we would like to stress that outcomes of this project – CSOs that are more sustainable, with stronger organizational resilience, especially those from rural, remote areas, but also larger NGOs from bigger cities, will be better prepared to apply for EU funded opportunities offered by Slovak public bodies in the next EU programming period.

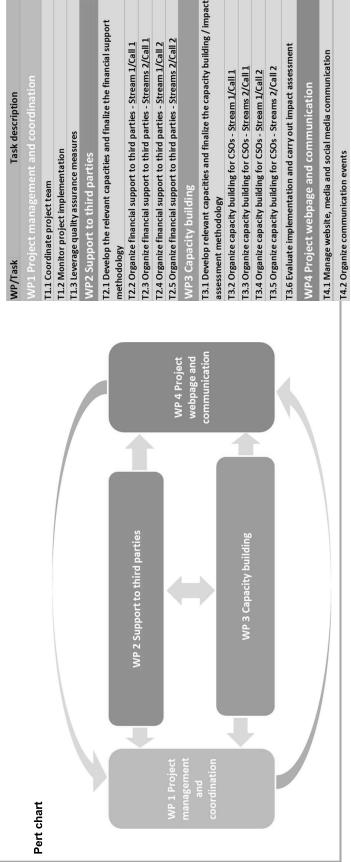
Another possible complementarity is funding planned from the European Social Fund. The allocation of more than 60 million Eur is reserved for NGOs bringing innovative solutions to social issues. CSOs strengthened through this

project could be good candidates and supply the pipeline with good projects to apply for this funding and safeguard continuation of their activities.

## 4. WORK PLAN

### 4.1 Work plan





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	Year 1	Year 2	Year 3
	ESW TSW	ws4	SM
		2024	2025
Activities	11 12 1 2 3 4 5 6 7 8 9	10 11 12 1 2 3 4 5 6 7 8 9 1	10 11 12 1 2 3 4 5 6 7 8 9 10
	3 4 5 6	12 13 14 15 16 17 18 19 20 21 22 23	26 27 28 29 30 31 32 33 34 35
WP1 Project management and coordination	1.10	5.10 2.10	E.1.0
T1.1 Coordinate project team			
T1.2 Monitor project implementation		ы	FR
T1.3 Leverage quality assurance measures	IAO	SAO	£A0
WP2 Support to third parties		1.20	1.50
T2.1 Develop the relevant capacities and finalize the financial support methodology	bołłsem		
T2.2 Organize financial support to third parties - Stream 1/Call 1	12/15	το/τς	
T2.3 Organize financial support to third parties - Streams 2/Call 1	ɔ/zs	ss/c	
T2.4 Organize financial support to third parties - Stream 1/Call 2		22/05	zɔ/ts
T2.5 Organize financial support to third parties - Streams 2/Call 2		zɔ/zs	zɔ/zs
WP3 Capacity building	1.50	2.20	2.EQ
T3.1 Develop relevant capacities and finalize the capacity building / impact assessment methodology	method.		
T3.2 Organize capacity building for CSOs - Stream 1/Call 1	to/ts	tɔ/ts	
T3.3 Organize capacity building for CSOs - Streams 2/Call 1	zo/cz	TD/ZS	
T3.4 Organize capacity building for CSOs - Stream 1/Call 2		zɔ/ts	zɔ/ts
T3.5 Organize capacity building for CSOs - Streams 2/Call 2		ɔ/zs	ɔ/zs
4. T3.6 Evaluate implementation and carry out impact assessment			oqə1 Al
WP4 Project webpage and communication		1.40	D4.1
T4.1 Manage website, media and social media communication	Web		
T4.2 Organize communication events	30		

## Subcontracting

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

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

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

Include only subcontracts that comply with the rules (i.e. best value for money and no conflict of interest; no subcontracting of coordinator tasks). Make sure that subcontractors are aware of the principles of gender mainstreaming and non-discrimination mainstreaming.

Work Package No	Subcontract No	Subcontract Name	Description	Estimated Costs	Justification	Best-Value-for-Money
	(continuous numbering linked to WP)	(subcontracted action tasks)	(including task number and BEN to which it is linked)	(EUR)	(why is subcontracting necessary?)	(how do you intend to ensure it?)
	81.1					
	S1.2					
Other issues: If subcontracting for a	Other issues: If subcontracting for the project goes beyond 30% of the total eligible	% of the total eligible	Insert text			
costs, give specific reasons.	easolls.					

Not applicable

### 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.

### 5.1.1 Ethics and EU Values

We consider ethics and promotion of EU values as one of the key cornerstones of our organisation. Having been established a few years after the fall of communism, we strongly believe that positive and long-term partnerships could be established only based on high level of trustworthiness, transparency, non-discimination and fairness. Since we are one of the largest CSOs in Slovakia providing the largest number of grants to numerous CSOs, ethics and strict avoidance of conflict of interest is essential to our operations.

As for the formal part, every employee and freetrade person working with us is obliged to study and sign our code of conduct and undergo annual "Ethical Dilemmas" training, where different real-life ethical issues are discussed and resolved. There is a Ethical Committee set up, consisting of at least one employee from each department and organisational level, members are selected by voting of that relative department. The CEO is not a member. If there is an ethical or conflict of interest issue, this could be raised to this committee that investigates the situation and prepares options for the possible decision for the CEO. If the issue concerns the CEO, the ethical issue could be raised directly to the Board of Directors that consists of independent persons from the public and private sector.

### 5.1.2 Code of Conduct, Conflict of Interest and Fair Conditions for Beneficiaries

Our ethical principles towards non-profit organisations and other beneficiaries:

- We are aware that we are important representatives of the non-profit sector and we act in such a way that we do not damage its reputation;
- We carry out our grant activities in accordance with our statute, mission, values and code of ethics;
- We ensure that decisions on grants and other support for non-profit organisations and beneficiaries are governed by clear and pre-established rules, either on the basis of published calls or on the basis of strategies agreed with donors;
- We apply equal opportunities for all and provide potential beneficiaries with timely and accurate information;
- We make sure that decisions on support are impartial and free of conflicts of interest, corruption or clientelism;
- We enter into clear and unambiguous contracts with the beneficiaries, fulfil our obligations and expect contractual fulfilment of obligations by the beneficiaries;

- We try to minimise unnecessary and pointless administrative requirements for applicants or beneficiaries, but we insist on fulfilling the formal requirements that are necessary for clear registration of applications, clear declaration of project intentions and truthful and measurable reporting of used funds and achieved results:
- We monitor the proper use of the provided support in accordance with the contract;
- We protect intellectual values embedded in projects submitted by applicants and ensure that the
  applicants' original ideas are not used for the benefit of another entity without the author's knowledge;
- We take care to protect the information about the personal data of the applicants, which is stated in the applications for support.

### 5.1.3 Diversity Charter Slovakia

Pontis Foundation is one of the founding signatories and also the operator of the Diversity Charter Slovakia (through our daughter business association Business Leaders Forum), member of the European Diversity Charter Network. The aim of the charter is to ensure efficient protection against discrimination, better compliance with antidiscrimination law in practice, better awareness about discrimination among key stakeholders and raise awareness about prevention and protection against discrimination among public. We are fully committed to antidiscrimination and promotion of diversity both at the workplace and towards the beneficiaries.

In our work we always fully comply with EU values, such as respect for human dignity, freedom, democracy, equality, the rule of law and respect for human rights, including the rights of persons belonging to minorities. Our calls and activities are anti-discriminatory and colleagues are ready to assist potential beneficiaries with their requests. The evaluation process is independent, Pontis Foundation staff is in vast majority of calls only facilitating the evaluation process, we do not take part in grant decision making. From our evaluators we require them to state if there is any potential conflict of interest on their side. If there is one, we omit them from the evaluation commission.

### 5.1.4 Data Protection and GDPR

The Pontis Foundation has taken appropriate technical, organisational, and personnel measures relevant to the processing of personal data of the Person Concerned, taking into account, in particular, the applicable technical means, the confidentiality, and relevance of the processed personal data of the Person Concerned as well as the range of possible risks. The Financial Director is responsible for compliance with applicable regulations.

Start of new programmes or projects includes assessment of data processed and establishing proper measures, documentation (adopting record of processing activity), specific contracts or contractual clauses of data protection, as appropriate.

### 5.2 Security

Security	
Not applicable.	

### 6. DECLARATIONS

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

### Financial support to third parties (if applicable)

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.

Not applicable

### **ANNEXES**

### **LIST OF ANNEXES**

Standard

Detailed budget table/Calculator (annex 1 to Part B) — mandatory for Lump Sum Grants (see <u>Portal Reference Documents</u>)

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

Annual activity reports (annex 3 to Part B) — mandatory, if required in the Call document

List of previous projects (annex 4 to Part B) — mandatory, if required in the Call document

Special

Other annexes (annex 5 to Part B) — mandatory, if required in the Call document

Proposal part C

		HISTORY OF CHANGES
VERSION	PUBLICATION DATE	CHANGE
1.0	29.03.2022	Initial version (new MFF)
2.0	28.09.2022	Table of contents was modified due to following amendments:  Chapters deleted: Project Summary - page 5 42. Work packages and activities: Work Package 1, Work Package 2, Work Package 3, Work Package 4, Overview of Work Packages (n/a for Lump Sum Grants) pages from 44-63 2.7. Risk management - page 37 Annex Proposal part C added