



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 101292238 — EURO-SOL 2026

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':

Obec Melčice Lieskové (Melčice-Lieskove), PIC 876584054, established in Melčice – Lieskové 119, Melčice – Lieskové 913 05, 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)

- Annex 1 Description of the action¹
- Annex 2 Estimated budget for the action
- Annex 3 Accession forms (if applicable)²
- Annex 3a Declaration on joint and several liability of affiliated entities (if applicable)³
- Annex 4 Model for the financial statements
- Annex 5 Specific rules (if applicable)

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

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

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

TERMS AND CONDITIONS

TABLE OF CONTENTS

GRANT AGREEMENT.....	1
PREAMBLE.....	1
TERMS AND CONDITIONS.....	3
DATASHEET.....	8
CHAPTER 1 GENERAL.....	12
ARTICLE 1 — SUBJECT OF THE AGREEMENT	12
ARTICLE 2 — DEFINITIONS.....	12
CHAPTER 2 ACTION.....	13
ARTICLE 3 — ACTION.....	13
ARTICLE 4 — DURATION AND STARTING DATE.....	13
CHAPTER 3 GRANT.....	13
ARTICLE 5 — GRANT.....	13
5.1 Form of grant.....	14
5.2 Maximum grant amount.....	14
5.3 Funding rate.....	14
5.4 Estimated budget, budget categories and forms of funding.....	14
5.5 Budget flexibility.....	14
ARTICLE 6 — ELIGIBLE AND INELIGIBLE CONTRIBUTIONS.....	14
6.1 and 6.2 General and specific eligibility conditions.....	14
6.3 Ineligible contributions.....	15
6.4 Consequences of non-compliance.....	15
CHAPTER 4 GRANT IMPLEMENTATION.....	15
SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS.....	15
ARTICLE 7 — BENEFICIARIES.....	15
ARTICLE 8 — AFFILIATED ENTITIES.....	17
ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION.....	17
9.1 Associated partners.....	17
9.2 Third parties giving in-kind contributions to the action.....	18
9.3 Subcontractors.....	18
9.4 Recipients of financial support to third parties.....	18

ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS.....	19
10.1 Non-EU participants.....	19
10.2 Participants which are international organisations.....	19
10.3 Pillar-assessed participants.....	20
SECTION 2 RULES FOR CARRYING OUT THE ACTION.....	21
ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION.....	21
11.1 Obligation to properly implement the action.....	21
11.2 Consequences of non-compliance.....	22
ARTICLE 12 — CONFLICT OF INTERESTS.....	22
12.1 Conflict of interests.....	22
12.2 Consequences of non-compliance.....	22
ARTICLE 13 — CONFIDENTIALITY AND SECURITY.....	22
13.1 Sensitive information.....	22
13.2 Classified information.....	23
13.3 Consequences of non-compliance.....	23
ARTICLE 14 — ETHICS AND VALUES.....	23
14.1 Ethics.....	23
14.2 Values.....	24
14.3 Consequences of non-compliance.....	24
ARTICLE 15 — DATA PROTECTION.....	24
15.1 Data processing by the granting authority.....	24
15.2 Data processing by the beneficiaries.....	24
15.3 Consequences of non-compliance.....	25
ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE.....	25
16.1 Background and access rights to background.....	25
16.2 Ownership of results.....	25
16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes.....	25
16.4 Specific rules on IPR, results and background.....	26
16.5 Consequences of non-compliance.....	26
ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY.....	27
17.1 Communication — Dissemination — Promoting the action.....	27
17.2 Visibility — European flag and funding statement.....	27
17.3 Quality of information — Disclaimer.....	28
17.4 Specific communication, dissemination and visibility rules.....	28

17.5	Consequences of non-compliance.....	28
	ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION.....	28
	SECTION 3 GRANT ADMINISTRATION.....	28
	ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS.....	28
19.1	Information requests.....	28
19.2	Participant Register data updates.....	28
19.3	Information about events and circumstances which impact the action.....	29
19.4	Consequences of non-compliance.....	29
	ARTICLE 20 — RECORD-KEEPING.....	29
20.1	Keeping records and supporting documents.....	29
20.2	Consequences of non-compliance.....	29
	ARTICLE 21 — REPORTING.....	30
21.1	Continuous reporting.....	30
21.2	Periodic reporting: Technical reports and financial statements.....	30
21.3	Currency for financial statements and conversion into euros.....	31
21.4	Reporting language.....	31
21.5	Consequences of non-compliance.....	31
	ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE.....	31
22.1	Payments and payment arrangements.....	31
22.2	Recoveries.....	32
22.3	Amounts due.....	32
22.4	Enforced recovery.....	36
22.5	Consequences of non-compliance.....	37
	ARTICLE 23 — GUARANTEES.....	38
23.1	Prefinancing guarantee.....	38
23.2	Consequences of non-compliance.....	38
	ARTICLE 24 — CERTIFICATES.....	38
	ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS.....	38
25.1	Granting authority checks, reviews and audits.....	39
25.2	European Commission checks, reviews and audits in grants of other granting authorities.....	40
25.3	Access to records for assessing simplified forms of funding.....	40
25.4	OLAF, EPPO and ECA audits and investigations.....	40
25.5	Consequences of checks, reviews, audits and investigations — Extension of findings.....	41
25.6	Consequences of non-compliance.....	42

ARTICLE 26 — IMPACT EVALUATIONS.....	42
26.1 Impact evaluation.....	42
26.2 Consequences of non-compliance.....	42
CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE.....	43
SECTION 1 REJECTIONS AND GRANT REDUCTION.....	43
ARTICLE 27 — REJECTION OF CONTRIBUTIONS.....	43
27.1 Conditions.....	43
27.2 Procedure.....	43
27.3 Effects.....	43
ARTICLE 28 — GRANT REDUCTION.....	43
28.1 Conditions.....	43
28.2 Procedure.....	44
28.3 Effects.....	44
SECTION 2 SUSPENSION AND TERMINATION.....	44
ARTICLE 29 — PAYMENT DEADLINE SUSPENSION.....	44
29.1 Conditions.....	44
29.2 Procedure.....	44
ARTICLE 30 — PAYMENT SUSPENSION.....	45
30.1 Conditions.....	45
30.2 Procedure.....	45
ARTICLE 31 — GRANT AGREEMENT SUSPENSION.....	46
31.1 Consortium-requested GA suspension.....	46
31.2 EU-initiated GA suspension.....	46
ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION.....	48
32.1 Consortium-requested GA termination.....	48
32.2 Consortium-requested beneficiary termination.....	48
32.3 EU-initiated GA or beneficiary termination.....	50
SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS.....	53
ARTICLE 33 — DAMAGES.....	53
33.1 Liability of the granting authority.....	53
33.2 Liability of the beneficiaries.....	53
ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES.....	53
SECTION 4 FORCE MAJEURE.....	53
ARTICLE 35 — FORCE MAJEURE.....	53
CHAPTER 6 FINAL PROVISIONS.....	54

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES.....	54
36.1 Forms and means of communication — Electronic management.....	54
36.2 Date of communication.....	54
36.3 Addresses for communication.....	55
ARTICLE 37 — INTERPRETATION OF THE AGREEMENT.....	55
ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES.....	55
ARTICLE 39 — AMENDMENTS.....	55
39.1 Conditions.....	55
39.2 Procedure.....	55
ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES.....	56
40.1 Accession of the beneficiaries mentioned in the Preamble.....	56
40.2 Addition of new beneficiaries.....	56
ARTICLE 41 — TRANSFER OF THE AGREEMENT.....	57
ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY.....	57
ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES.....	57
43.1 Applicable law.....	57
43.2 Dispute settlement.....	57
ARTICLE 44 — ENTRY INTO FORCE.....	58

DATA SHEET

1. General data

Project summary:

Project summary
<p>The project European Solidarity Festival 2026: the Future of Local Governance on the 100th Anniversary of the Volunteer Fire Brigade Melčice-Lieskové (EURO-SOL 2026) brings together citizens from Slovakia, France, Hungary, the Czech Republic, Serbia and Romania to celebrate solidarity, democracy and European values. The event will take place in Melčice-Lieskové, Slovakia, from 28–30 August 2026, on the symbolic occasion of the 100th anniversary of the local Volunteer Fire Brigade, a traditional institution of civic engagement and community resilience. Over three days, the festival will combine debates, cultural exchange, sports activities and intergenerational learning. Citizens, local leaders and young people will discuss solidarity across generations and borders, prevention of violence including bullying and cyberbullying, the promotion of children’s rights, gender equality in local governance, and the role of municipalities in reinforcing democratic participation. The program will include a TEDx-style competition for young leaders, panel discussions and public debates with local representatives and stakeholders, storytelling sessions, international fire brigade competitions, and the European Festival of Solidarity evenings featuring cultural performances and presentations from partner towns. Preparatory school-based activities (lectures, workshops and competitions) will further engage children and youth and ensure their active contribution to the event content. By linking the rich cultural heritage of European communities with the challenges of the future, the project will foster mutual understanding, strengthen the sense of belonging to the EU, and promote innovative, inclusive approaches to local governance. EURO-SOL 2026 will serve not only the direct participants but also the wider public of all partner towns, creating long-term impact and reinforcing solidarity as a core European value while ensuring the transferability of results to other municipalities.</p>

Keywords:

- Democratic engagement and civic participation
- Solidarity
- Town twinning
- EU citizenship rights
- Cultural diversity and heritage
- Local governance
- children’s rights, gender equality, violence including bullying and cyberbullying, European Solidarity Festival

Project number: 101292238

Project name: European Solidarity Festival 2026: the Future of Local Governance on the 100th Anniversary of the Volunteer Fire Brigade Melčice-Lieskové

Project acronym: EURO-SOL 2026

Call: CERV-2025-CITIZENS-TOWN-TT

Topic: CERV-2025-CITIZENS-TOWN-TT

Type of action: CERV Lump Sum 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: 6 months

Consortium agreement: No

2. Participants

List of participants:

N°	Role	Short name	Legal name	Ctry	PIC	Max grant amount
1	COO	Melcice-Lieskove	Obec Melcice Lieskové	SK	876584054	37 210.00
2	AP	Pasovice	Municipality of Pasovice	CZ	870720889	0.00
3	AP	Europeana	Communitas Europeana	RS	872238745	0.00
4	AP	ESS	comité de jumelage de Cran Gevrier	FR	876468527	0.00
5	AP	Mlynky	Pilisszentkereszt Község Önkormányzata	HU	938563659	0.00
6	AP	Odorheiu	MUNICIPUL ODORHEIU SECUIESC	RO	917706816	0.00
Total						37 210.00

Coordinator:

- Obec Melcice Lieskové (Melcice-Lieskove)

3. Grant

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

Maximum grant amount (Annex 2)	Maximum grant amount (award decision)
37 210.00	37 210.00

Grant form: Lump Sum

Grant mode: Action grant

Budget categories/activity types: Lump sum contributions

Cost eligibility options: n/a

Budget flexibility: No

4. Reporting, payments and recoveries

4.1 Continuous reporting (art 21)

Deliverables: see Funding & Tenders Portal Continuous Reporting tool

4.2 Periodic reporting and payments

Reporting and payment schedule (art 21, 22):

Reporting					Payments	
Reporting periods			Type	Deadline	Type	Deadline (time to pay)
RP No	Month from	Month to				
/					Initial prefinancing	n/a
1	1	6	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report

Prefinancing payments and guarantees: n/a

Reporting and payment modalities (art 21, 22):

Mutual Insurance Mechanism (MIM): No

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

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

No-profit rule: n/a

Late payment interest: ECB + 3.5%

Bank account for payments:

SK695600000000635069001 KOMASK2XXXX

Conversion into euros: n/a

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

4.3 Certificates (art 24): n/a

4.4 Recoveries (art 22)

First-line liability for recoveries:

Beneficiary termination: Beneficiary concerned

Final payment: Coordinator

After final payment: Beneficiary concerned

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

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

Joint and several liability of affiliated entities — n/a

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

Applicable law (art 43):

Standard applicable law regime: EU law + law of Belgium

Dispute settlement forum (art 43):

Standard dispute settlement forum:

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

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

6. Other

Specific rules (Annex 5): Yes

Standard time-limits after project end:

Confidentiality (for X years after final payment): 5

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

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

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

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 190 of EU Financial Regulation 2024/2509⁴ 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(38) of EU Financial Regulation 2024/2509, i.e. non-financial resources made available free of charge by third parties.

⁴ For the definition, see Article 190 Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) ('EU Financial Regulation') (OJ L, 2024/2509, 26.9.2024): "**affiliated entities** [are]:

- (a) entities that form a sole beneficiary [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant)];
- (b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 138(1) and 143(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".

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

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

Grave professional misconduct — Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave professional misconduct within the meaning of Article 138(1)(c) of EU Financial Regulation 2024/2509⁸.

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 **101292238 — EURO-SOL 2026** ('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 Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

⁶ OJ C 316, 27.11.1995, p. 48.

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

⁸ 'Professional misconduct' includes, in particular, the following: violation of ethical standards of the profession; wrongful conduct with impact on professional credibility; breach of generally accepted professional ethical standards; false declarations/misrepresentation of information; participation in a cartel or other agreement distorting competition; violation of IPR; attempting to influence decision-making processes by taking advantage, through misrepresentation, of a conflict of interests, or to obtain confidential information from public authorities to gain an advantage; incitement to discrimination, hatred or violence or similar activities contrary to the EU values where negatively affecting or risking to affect the performance of a legal commitment.

5.1 Form of grant

The grant is an action grant⁹ which takes the form of a lump sum grant for the completion of work packages.

5.2 Maximum grant amount

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

5.3 Funding rate

Not applicable

5.4 Estimated budget, budget categories and forms of funding

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

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

Annex 2 also shows the types of contributions (forms of funding)¹⁰ to be used for each work package.

5.5 Budget flexibility

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

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

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

ARTICLE 6 — ELIGIBLE AND INELIGIBLE CONTRIBUTIONS

6.1 and 6.2 General and specific eligibility conditions

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

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

⁹ For the definition, see Article 183(2)(a) EU Financial Regulation 2024/2509: 'action grant' means an EU grant to finance "an action intended to help achieve a Union policy objective".

¹⁰ See Article 125 EU Financial Regulation 2024/2509.

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

6.3 Ineligible contributions

‘Ineligible contributions’ are:

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

6.4 Consequences of non-compliance

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

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

CHAPTER 4 GRANT IMPLEMENTATION

SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS

ARTICLE 7 — BENEFICIARIES

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

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

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

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

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

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

(a) Each beneficiary must:

- (i) keep information stored in the Portal Participant Register up to date (see Article 19)
- (ii) inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 19)
- (iii) submit to the coordinator in good time:
 - the prefinancing guarantees (if required; see Article 23)
 - the financial statements and certificates on the financial statements (CFS): not applicable
 - the contribution to the deliverables and technical reports (see Article 21)
 - any other documents or information required by the granting authority under the Agreement
- (iv) submit via the Portal data and information related to the participation of their affiliated entities.

(b) The coordinator must:

- (i) monitor that the action is implemented properly (see Article 11)
- (ii) act as the intermediary for all communications between the consortium and the granting authority, unless the Agreement or granting authority specifies otherwise, and in particular:
 - submit the prefinancing guarantees to the granting authority (if any)
 - request and review any documents or information required and verify their quality and completeness before passing them on to the granting authority
 - submit the deliverables and reports to the granting authority
 - inform the granting authority about the payments made to the other beneficiaries (report on the distribution of payments; if required, see Articles 22 and 32)
- (iii) distribute the payments received from the granting authority to the other beneficiaries without unjustified delay (see Article 22).

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

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

Moreover, coordinators which are ‘sole beneficiaries’¹¹ (or similar, such as European research infrastructure consortia (ERICs)) may delegate the tasks set out in Point (b)(i) to (iii) above to one of their members. The coordinator retains sole responsibility for compliance with the obligations under the Agreement.

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

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

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

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

ARTICLE 8 — AFFILIATED ENTITIES

Not applicable

ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

9.1 Associated partners

The following entities which cooperate with a beneficiary will participate in the action as ‘associated partners’:

- **Municipality of Pasovice (Pasovice)**, PIC 870720889
- **Communitas Europeana (Europeana)**, PIC 872238745
- **comité de jumelage de Cran Gevrier (ESS)**, PIC 876468527

¹¹ For the definition, see Article 190(2) EU Financial Regulation 2024/2509: “Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the **sole beneficiary**, including where it is specifically established for the purpose of implementing the action financed by the grant.”

- **Pilisszentkereszt Község Önkormányzata (Mlynky)**, PIC 938563659
- **MUNICIPUL ODORHEIU SECUIESC (Odorheiu)**, PIC 917706816

Associated partners must implement the action tasks attributed to them in Annex 1 in accordance with Article 11. They may not charge contributions to the action (no lump sum contributions) and the costs for their tasks are not eligible (may not be included in the estimated budget in Annex 2).

The tasks must be set out in Annex 1.

The beneficiaries must ensure that their contractual obligations under Articles 11 (proper implementation), 12 (conflict of interests), 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 associated partners.

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 associated partners.

9.2 Third parties giving in-kind contributions to the action

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

Third parties giving in-kind contributions do not implement any action tasks. They may not charge contributions to the action (no lump sum contributions) and the costs for the in-kind contributions are not eligible (may not be included in the estimated budget in Annex 2).

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

9.3 Subcontractors

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

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

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

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

9.4 Recipients of financial support to third parties

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

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

ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

10.1 Non-EU participants

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

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC¹²
- for the controls under Article 25: allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

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/EC¹³
- 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).

¹² 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 (OJ L 157, 9.6.2006, p. 87).

¹³ 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 (OJ L 157, 9.6.2006, p. 87).

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 157 EU Financial Regulation 2024/2509).

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 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