

ANNEX C TO THE CALL FOR PROPOSAL

MODEL GRANT AGREEMENT

GRANT-MAKING TO ECAS MEMBERS IN THE EU - 2024

PREAMBLE

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

European Citizen Action Service AISBL (ECAS), Cantersteen 12, 1000 Brussels, Belgium, represented by Ms. Assya Kavrakova, Executive Director, hereinafter referred to as '**ECAS**'

and

'the beneficiary': [*Association name, legal address, legal representative, PIC*]

The Agreement concerns project [xxx] funded by ECAS through its re-granting scheme in the context of EURECA (European Citizenship Accelerator) 2024 project, which receives funding by the Citizenship, Equality, Rights and Values programme of the European Union.

Unless otherwise specified, references to 'beneficiary' or 'beneficiaries' refer to consortium's leader or the sole organisation awarded the grant.

Consortium partners are required to authorize the beneficiary to engage and represent them for the purpose of the action described in Annex 1 to this Agreement.

This Agreement is composed of:

Preamble (see above)

Terms and Conditions

Annex 1 Description of the action

Annex 2 Estimated budget for the action

Annex 2a Additional information on unit/lump sum costs and contributions

Annex 3 Consortium partners' mandate to the beneficiary

Annex 4 Model for the final technical report

TERMS AND CONDITIONS

Table of Contents

Article 1 – Subject of the Grant Agreement	4
Article 2 – Definitions.....	4
Article 3 – Starting date and duration	5
Article 4 – Grant	5
Article 5 - Estimated budget; budget flexibility	5
Article 6 – Eligible costs and contributions	5
Article 7 – Payment arrangements	6
Article 8 – Consortium: beneficiary, partners, subcontractors:.....	6
Article 9 – Obligation to properly implement the action.....	7
Article 10 – Conflict of interest	7
Article 11 – Confidentiality and Security	7
A. Sensitive information.....	8
B. Classified information	8
Article 12 – Ethics and EU values	9
Article 13 – Data Protection	9
Article 14 – Intellectual Property Rights: Background and Rights of Use of project results	10
Article 15 – Communication, Dissemination and Visibility.....	11
Article 16 – Information obligation	12
Article 17 – Record-keeping.....	13
Article 18 - Reporting	13
Article 19 – Consequences of non-compliance	14
A. Rejections and grant reductions	14
B. Suspension and termination.....	14
- Payment suspension	14
- Grant agreement suspension.....	15
- Grant agreement termination	15
Article 20 – Liability and Damages	17
Article 21 – Force majeure	17
Article 22 – Amendments.....	17

Article 23 – Applicable law and settlement of disputes.....	18
ANNEX 1 – Description of the Action.....	19
ANNEX 2 – Estimated budget for the action.....	20
ANNEX 2a – Additional information about unit costs and contribution.....	21
ANNEX 3 – Mandate from consortium partners to the beneficiary.....	22
ANNEX 4 – Final technical report	23

Article 1 – Subject of the Grant Agreement

The beneficiary commits to carry out all the tasks described in detail in Annex 1 (Description of the Action) to this contract, in compliance with the terms and conditions set out in this Agreement.

Article 2 – Definitions

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

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

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

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

Participants — Entities participating in the action as beneficiaries, consortium partners, subcontractors.

Beneficiary (BEN) — The signatory of this Agreement (in case of actions implemented by multiple partners, the consortium leader).

Consortium partners (or 'partners') - Legal entities participating to the action with their resources (human and/or financial) in association with the beneficiary.

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).

Force majeure: any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the contract. The situation or event must not be attributable to error or negligence on the part of the parties or on the part of the subcontractors and must prove to be inevitable despite their exercising due diligence. Defaults of service, defects in equipment or material or delays in making them available, labour disputes, strikes and financial difficulties may not be invoked as force majeure, unless they stem directly from a relevant case of *force majeure*.

Breach of obligations: failure by the beneficiary to fulfil one or more of its contractual obligations.

Fraud: an act or omission committed in order to make an unlawful gain for the perpetrator or another party by causing a loss to ECAS and/or the European Union's financial interests, and relating to: i) the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or assets from the ECAS and/or the Union budget, ii) the non-disclosure of information in violation of a specific obligation, with the same effect or iii) the misapplication of such funds or assets for purposes other than those for which they were originally granted, which damages the ECAS and/or the European Union's financial interests.

Irregularities — any infringement of a provision of the European Union law resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing ECAS' and/or the EU budget.

Grave professional misconduct — a violation of applicable laws or regulations or ethical standards of the profession to which a beneficiary or a related person belongs, including any conduct leading to sexual or other exploitation or abuse, or any wrongful conduct of the beneficiary or a related person which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.

Conflict of interest: a situation where the impartial and objective performance of the action by the beneficiary is compromised for reasons involving family, emotional life, political or national affinity, economic interest, any other direct or indirect personal interest, or any other shared interest with the contracting authority or any third party related to the subject matter of the contract.

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

Article 3 – Starting date and duration

The action will start on the date of the entry into force of the Agreement, which is the date the latter is signed by both parties, and will last until [*date – up to six months*].

Article 4 – Grant

The grant is part of a financial support to third parties (re-granting) scheme under the grant agreement 101140539 with the European Commission of which European Citizen Action Service (ECAS) is beneficiary for its EURECA 2024 project. It takes the form of a lump sum, reimbursing a fixed amount established by ECAS on the basis of the budget available and the estimates indicated by the beneficiaries in their project budgets.

The maximum grant amount is set out in the approved estimated budget (Annex 2).

Only costs incurred during the project duration will be considered eligible.

Article 5 - Estimated budget; budget flexibility

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

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

Budget transfers between *work packages* are allowed.

Article 6 – Eligible costs and contributions

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

- (a) they are set out in Annex 2 and

(b) the work packages are completed and implemented in quantitative and qualitative terms with regard to the planned Deliverables and Key Performance Indicators (KPIs) in accordance with Annex 1 and during in the period set out in Article 3.

(c) in particular, project deliverables are subject of ECAS approval in terms of quality and can be considered as non-delivered in case of poor quality.

Article 7 – Payment arrangements

A pre-financing correspondent to xx% [*normally 80% - depending on project risk assessment*] will be paid within 30 days from the signature of the Agreement.

The final balance of xx% [*according to the project risk assessment*] will be settled after submission and review of the project final report (normally within 30 days).

All payments will be made in Euros to the following beneficiary's bank account:

BANK NAME AND ADDRESS:

IBAN:

SWIFT/BIC CODE:

If any project work package has not been completed and KPIs are not achieved or cannot be approved at the payment of the balance (following the final reporting), the grant will be reduced.

Article 8 – Consortium: beneficiary, partners, subcontractors:

The **beneficiary**, as signatory of the Agreement, is fully responsible towards ECAS for implementing it and for complying with all its obligations. Any **consortium partner** should give a mandate (*Annex 3*) to the beneficiary for engaging and representing it for the implementation of the action, and commit to carry out the action as set out in the Agreement.

The beneficiary 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.

The beneficiary must have the appropriate resources to implement the action under its own responsibility and in accordance with Article 9. If it relies on partners or subcontractors, it retains sole responsibility towards ECAS and the European Union bodies.

The beneficiary and its partners (and their action) must remain eligible for ECAS' funding for the entire duration of the action. Costs and contributions will be eligible only as long as the beneficiary, partners and the action are eligible.

Partners must implement the action tasks attributed to them in Annex 1 in accordance with Article 9.

Consortium leaders must:

(i) monitor that the action is implemented properly

(ii) act as the intermediary for all communications between the consortium and ECAS, and in particular:

- request and review any documents or information required and verify their quality and completeness before passing them on to ECAS and

- submit the final report.

(iii) take care of distributing the payments received from the ECAS to partners

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

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

Subcontractors must implement their action tasks in accordance with Article 9. 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 beneficiary must ensure that their contractual obligations under Articles 9 (proper implementation), 10 (conflict of interest), 11 (confidentiality and security), 15 (visibility of EU funding), 16 (ethics), 17 (information) and 18 (record-keeping) also apply to partners and subcontractors.

The beneficiary must ensure that the bodies mentioned in Article 18 (e.g., the European Commission, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards partners and subcontractors.

Article 9 – Obligation to properly implement the action

The beneficiary 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.

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

Breaches of such obligations may also lead to the suspension and termination of the Grant Agreement, in the cases described in Article 19.

Article 10 – Conflict of interest

The beneficiary 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 ECAS 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.

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

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced or terminated.

Article 11 – Confidentiality and Security

A. 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 -SEN').

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

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

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

ECAS may disclose sensitive information to its staff and to the European Education and Culture Executive Agency (Granting Authority for the EURECA project).

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

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

The confidentiality obligations no longer apply if:

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

B. 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/EC¹ and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with ECAS and the European Commission.

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

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

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced. Additional measures as set out in Article 19 may apply.

¹ Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

Article 12 – Ethics and EU values

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

Main ethical principles are:

- (a) Respecting human dignity and integrity
- (b) Ensuring honesty and transparency towards research subjects and notably getting free and informed consent (as well as assent whenever relevant)
- (c) Protecting vulnerable persons
- (d) Ensuring privacy and confidentiality
- (e) Promoting justice and inclusiveness
- (f) Minimising harm and maximising benefit
- (g) Sharing the benefits with disadvantaged populations
- (h) Maximising animal welfare, in particular by ensuring replacement, reduction and refinement ('3Rs') in animal research
- (i) Respecting and protecting the environment and future generations

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

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced or terminated, as set out in Article 19.

Article 13 – Data Protection

Both ECAS and the beneficiary commit to processing personal data in compliance with the applicable EU, international and national law on data protection (in particular, Regulation (EU) 2016/679).

The Beneficiary and their partners (if applicable) 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 and in a form which permits identification of data subjects for no longer than is necessary for the action

- the purposes for which the data are processed in a manner that ensures appropriate security of the data.

The beneficiary may grant their personnel access to personal data only if it is strictly necessary and the personnel is under a confidentiality obligation.

The beneficiaries must inform the persons whose data are transferred to ECAS and provide them with an adequate privacy statement.

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced. Additional measures as set out in Article 19 may also apply.

Article 14 – Intellectual Property Rights: Background and Rights of Use of project results

The beneficiary must ensure that all consortium partners give each other access to the background identified as needed for implementing the action.

‘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 beneficiary or any of its partners before it signed 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 must ensure that it is able to comply with its obligations under the Agreement.

‘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.

ECAS and the EU have 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 beneficiaries’ materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable license, which includes the following rights:

(a) use for its own purposes (in particular, making them available to persons working for ECAS) or EU services (including institutions, bodies, offices, agencies, etc.); 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 and

(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

(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 beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary licenses and authorisations from the rights holders concerned).

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced. Additional measures as set out in Article 19 may also apply.

Article 15 - Communication, Dissemination and Visibility

Unless otherwise agreed with ECAS, the beneficiary and its partners 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 beneficiary must inform ECAS.

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



Co-funded by the
European Union



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.

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

The logo is available for download in various formats at the [Download Centre for Visual Elements](#) of the European Commission.

Likewise, the ECAS logo should also be displayed by the beneficiary and partners' communication and dissemination activities related to the action. A dedicated folder will be shared with the beneficiary prior to the start of the action.

In addition, 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):

“This project receives funding by European Citizen Action Service (ECAS) in the framework of the EURECA 2024 project, which is co-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 ECAS. Neither the European Union nor ECAS can be held responsible for them.”

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced. Additional measures as set out in Article 19 may apply.

Article 16 – Information obligation

The beneficiary must provide any information requested in order to verify eligibility of the lump sum contributions declared, proper implementation of the action and compliance with the other obligations under the Agreement.

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

The beneficiary must timely communicate to ECAS any change related to their general information during the action or afterwards, in particular, their name, address, legal representatives, legal form, organisation type and partner organisations.

In addition, the beneficiary must immediately inform ECAS (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 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).

(b) **circumstances** affecting:

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

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced or terminated, as set out in Article 19.

Article 17 – Record-keeping

The beneficiary and its partners must keep records and other supporting documents to prove the proper implementation of the action, for at least 5 years after the conclusion of the Agreement.

The records and supporting documents must be made available to ECAS or in the context of checks, reviews, impact evaluations, audits or investigations. Those could be carried out by ECAS, by the European Commission or other competent EU bodies (e.g. OLAF, EPPO and ECA²).

If there are on-going checks, reviews, audits, impact evaluations, investigations, litigation or other pursuits of claims under the Agreement, the beneficiary and its partners must keep these records and other supporting documentation until the end of these procedures.

The beneficiary must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law.

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 leading to a reduction of the grant.

Article 18 - Reporting

To request the payment of the final balance, beneficiary must provide a final technical report.

The technical report includes a narrative overview of the action implementation, detailed report on Deliverables and KPIs. It must be prepared using the template available in Annex 4.

If a report submitted does not comply with this Article, ECAS may suspend the payment deadline.

If the beneficiary breaches its reporting obligations, ECAS may terminate the grant.

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

² - the European Anti-Fraud Office (OLAF) under Regulations No 883/201321 and No 2185/9622
- 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.

Article 19 – Consequences of non-compliance

A. Rejections and grant reductions

ECAS will reject any lump sum contributions which are ineligible at final payment or afterwards.

In addition, ECAS may — at final payment or afterwards — reduce the grant for a beneficiary, if 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, during its award or other EU grants awarded (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.),

The amount of the reduction will be proportionate to the seriousness and the duration of the errors, irregularities or fraud or breach of obligations, by applying a reduction rate to the accepted ECAS grant.

ECAS will formally notify the beneficiary concerned of the grant reduction, the amounts and the reasons why. The beneficiary concerned may — within 15 days from receiving notification — submit observations if it disagrees with the rejection.

If the rejection or grant reduction leads to a recovery, ECAS will issue a debit note indicating the terms and deadline for the payment.

B. Suspension and termination

- Payment suspension

ECAS may — at any moment — suspend payments, in whole or in part for one or more beneficiaries, if 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, during its award or in other EU grants awarded (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

Before suspending payments, ECAS will formally notify the beneficiary of the intention to suspend payments and the reasons why and request their observations within 15 days from receiving notification.

If ECAS does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension. Otherwise, it will formally notify that the procedure is discontinued.

The suspension will take effect the day after the confirmation notification is sent. During the suspension, no prefinancing will be paid to the beneficiary concerned.

If the conditions for resuming payments are met, the suspension will be lifted. ECAS will formally notify the beneficiary and set the suspension end date.

- Grant agreement suspension

ECAS may suspend the grant or any part of it, if:

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, during its award or in other EU grants awarded (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

Before suspending the grant, ECAS will formally notify the beneficiary of the intention to suspend payments and the reasons why and request their observations within 15 days of receiving notification.

If ECAS does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension. Otherwise, it will formally notify that the procedure is discontinued.

Once the conditions for resuming implementation of the action are met, ECAS will formally notify the beneficiary by a letter, in which it will set the suspension end date and the resumption of the Agreement.

During the suspension, no prefinancing will be paid. Lump sum contributions for activities implemented during suspension are not eligible.

The beneficiary may not claim damages due to suspension.

- Grant agreement termination

Grant Agreement termination requested by the beneficiary

The beneficiary may request the termination of the grant by submitting a request for amendment (see Article 22), with:

- the reasons why

- the date the beneficiary 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.

The beneficiary must — within 30 days from when termination takes effect — submit a final report (for the reporting period until the termination).

ECAS will calculate the final grant amount and the final payment on the basis of the report submitted and taking into account the quantitative and qualitative implementation of the tasks under each Work Package, the achievement of the corresponding KPIs and deliverables in place.

If ECAS does not receive the report within the deadline, no costs will be taken into account.

Grant Agreement termination requested by ECAS

ECAS may terminate the grant if:

(a) a change to the action or the legal, financial, technical, organisational or ownership situation of the beneficiary (or its partners, if applicable) 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.

(b) 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

(c) the 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)

(d) the 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, during its award or in other EU grants awarded (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).

Before terminating the grant or participation of the beneficiary, ECAS will send a pre-information letter:

- formally notifying the intention to terminate and the reasons why and
- requesting observations within 15 days of receiving notification.

If ECAS 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. Otherwise, it will formally notify that the procedure is discontinued.

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

The beneficiary must — within 30 days from when termination takes effect — submit a final report (for the reporting period until termination).

Article 20 - Liability and Damages

The beneficiary must compensate ECAS 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 willful 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 willful act or by a breach of confidentiality.

Article 21 - Force majeure

'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.

Article 22 - Amendments

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.

The request for amendment must include a letter stating the reasons for the request and the appropriate supporting documents.

ECAS may request additional information.

The party receiving the request must confirm its agreement or notify its disagreement in a written form within 15 calendar days.

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's confirmation.

Article 23 – Applicable law and settlement of disputes

The Agreement is governed by the applicable EU law and the law of Belgium.

If a dispute concerns the interpretation, application or validity of the Agreement, the parties must bring action before the courts of Brussels, Belgium.

SIGNATURES

For the beneficiary

For the European Citizen Action Service (ECAS)

ANNEX 1 – Description of the Action

[to complete with application form information]

ANNEX 2 – Estimated budget for the action

	Estimated ECAS contribution			
	Estimated eligible lump sum contributions (per work package)			Maximum grant amount ¹
	WP1 – [Title]	WP2 – [Title]	WP3 – [Title]	
Forms of funding	Lump sum contribution	Lump sum contribution	Lump sum contribution	
	a	b	c	e = a + b + c
[Beneficiary name]	EUR	EUR	EUR	EUR

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

ANNEX 2a – Additional information about unit costs and contribution

See information sheet in the following pages provided by the European Commission.

For more detailed information, please consult the [EC Decision on Unit Costs for Travel and Subsistence](#).

Travel and subsistence (Decision C(2021)35³)**Travel**

Type: unit costs

Units: travel (journeys) for the action

Amount per unit:

standard:


for travel of 50 -399km (inside EU countries):

Country	Unit costs in €	Country	Unit costs in €	Country	Unit costs in €
AT	60	FI	36	PL	20
BE	46	FR	64	PT	40
BG	12	HR	36	RO	16
CZ	20	HU	28	SE	56
DE	64	IE	36	SI	27
DK	76	IT	52	SK	20
EE	16	LT	20		
EL	36	LV	16		
ES	52	NL	49		

³ Commission [Decision](#) of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

for travel of 50 -399km (land-based; between EU countries):

MS	AT	BE	BG	CZ	DE	DK	EE	EL	ES	FI	FR	HR	HU	IE	IT	LT	LU	LV	NL	PL	PT	RO	SE	SI	SK
AT				58	65						64	58	58		58					58		58		58	58
BE					82						82						50		82						
BG								37				36	26									17			
CZ	58				65						64	36	26							20		19		37	21
DE	65	82		65		76					82	65			65		82		65	65				65	
DK					76														76				76		
EE																22		22							
EL			37																						
ES											82										54				
FI																							55		
FR	64	82		64	82				82						82		82		82						
HR	58		36	36	65								36		50							36		37	
HU	58		26	26								36			50					26		26		37	26
IE																									
IT	58				65						82	50	50											50	
LT							22											19		20					
LU		50			82						82								82						
LV							22									19				20					
NL		82			65	76					82						82								
PL	58			20	65											20		20				20			21
PT									54																
RO	58		17	19								36	26							20					21
SE						76				55															
SI	58			37	65							37	37		50										37
SK	58			21									26							21		21		37	

 No connection below 400 km

for travel of 50-399km not covered above:

- for calls with opening date before 26 July 2023:
- for projects with end date on 31 December 2022 or before: EUR 196

- for projects ongoing on 1 January 2023 or with start date as from that date (voluntary**): EUR 245
- for calls with opening date after 26 July 2023: EUR 245

for travel of 400 km or more (air or rail or combined air/rail):*

- for calls with opening date before 26 July 2023:
 - for projects with end date on 31 December 2022 or before:

Distance Band	Unit costs in €	Distance Band	Unit costs in €	Distance Band	Unit costs in €
400-600	196	1601-2000	295	4501-6000	637
601-800	209	2001-2500	343	6001-7500	720
801-1200	221	2501-3500	433	7501-10000	961
1201-1600	230	3501-4500	527	10001-Max	1 101

- for projects ongoing on 1 January 2023 or with start date as from that date (voluntary**):

Distance Band	Unit costs in €	Distance Band	Unit costs in €	Distance Band	Unit costs in €
400-600	245	1601-2000	369	4501-6000	796
601-800	261	2001-2500	429	6001-7500	900
801-1200	276	2501-3500	541	7501-10000	1 201
1201-1600	288	3501-4500	659	10001-Max	1 376

- for calls with opening date after 26 July 2023:

Distance Band	Unit costs in €	Distance Band	Unit costs in €	Distance Band	Unit costs in €
400-600	245	1601-2000	369	4501-6000	796
601-800	261	2001-2500	429	6001-7500	900
801-1200	276	2501-3500	541	7501-10000	1 201
1201-1600	288	3501-4500	659	10001-Max	1 376

* All distances to be measured using the [rail calculator](#) or [flight calculator](#).

** Beneficiaries may also opt for keeping the old rates (since the maximum grant amount cannot be changed).

special rates:

for travel from EU countries to EU outermost regions or OCTs:

Remote region	Unit costs in €	Remote region	Unit costs in €	Remote region	Unit costs in €
Aruba	1 343	French Guiana	905	Saint Helena	2 395
Bonaire	1 344	Martinique	958	Saint Martin	939
Curaçao	1 302	Mayotte	1 170	Saint Pierre and Miquelon	1 832
French Polynesia	2 204	New Caledonia	2 065	Wallis and Fotuna	2 398
Greenland	1 118	Réunion	1 040		
Guadeloupe	801	Saba	1 286		

for travel to/from location 400 km or more from nearest airport: increase applicable unit cost by 50%

Accommodation

Type: unit costs

Units: nights spent on travel for the action

Amount per unit:

Country	Accommodation - € per night	Country	Accommodation - € per night	Country	Accommodation - € per night
Albania	101	Greece	107	North Macedonia	95
Algeria	157	Hungary	105	Norway	145
Armenia	115	Iceland	190	Palestine	140
Austria	126	Ireland	139	Poland	103

Azerbaijan	136	Israel	187	Portugal	109
Belarus	108	Italy	114	Romania	109
Belgium	137	Jordan	140	Serbia	105
Bosnia and Herzegovina	90	Kosovo	92	Slovakia	98
Bulgaria	110	Latvia	95	Slovenia	113
Croatia	104	Lebanon	154	Spain	117
Cyprus	120	Libya	146	Sweden	158
Czechia	107	Lichtenstein	135	Switzerland	178
Denmark	158	Lithuania	94	Syria	145
Egypt	152	Luxembourg	163	Tunisia	99
Estonia	107	Malta	141	Türkiye	116
Finland	146	Moldova	133	Ukraine	122
France	166	Montenegro	98	United Kingdom	151
Germany	119	Morocco	129		
Georgia	134	Netherlands	133		

Subsistence

Type: unit costs

Units: days spent on travel for the action

Amount per unit (daily rate):

Country	Subsistence daily rate in €	Country	Subsistence daily rate in €	Country	Subsistence daily rate in €
Albania	50	Greece	82	North Macedonia	50

Algeria	85	Hungary	64	Norway	80
Armenia	70	Iceland	85	Palestine	60
Austria	102	Ireland	108	Poland	67
Azerbaijan	70	Israel	105	Portugal	83
Belarus	90	Italy	98	Romania	62
Belgium	102	Jordan	60	Serbia	60
Bosnia and Herzegovina	65	Kosovo	60	Slovakia	74
Bulgaria	57	Latvia	73	Slovenia	84
Croatia	75	Lebanon	70	Spain	88
Cyprus	88	Libya	50	Sweden	117
Czech Republic	70	Lichtenstein	80	Switzerland	80
Denmark	124	Lithuania	69	Syria	80
Egypt	65	Luxembourg	98	Tunisia	60
Estonia	80	Malta	88	Türkiye	55
Finland	113	Moldova	80	Ukraine	80
France	102	Montenegro	60	United Kingdom	125
Germany	97	Morocco	75		
Georgia	80	Netherlands	103		

ANNEX 3 – Mandate from consortium partners to the beneficiary

[Partners' name, legal address, legal representatives, PIC]

mandates

the beneficiary (leader of the consortium), *[Association name, legal address, legal representatives, PIC]*, to represent it for the purpose of this Agreement.

By signing this accession form, the partner agrees to implement the action as set out in Annex 1 and in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

DATE [DD/MM/YYYY]

SIGNATURE

For the partner

ANNEX 4 – Final technical report

Character and page limits:

- *page limit: 35 pages including Work Packages and instructions*
- *minimum font size — 10 points*
- *page size: A4*
- *margins (top, bottom, left and right): at least 15 mm.*
- *characters (indicative limit): see relevant fields*

1. BENEFICIARY'S INFORMATION

Legal name	
Legal address and country	
Website	
Contact person's details	
Project name and acronym	
Project starting and end date	
Participant Identification Code (PIC)	

2. PARTNERS' INFORMATION

Please fill in the table below with the information on each of your consortium partners, if applicable.

Partner legal name	Registered address and country	Website

3. PROJECT SUMMARY

See separate template for the public project executive summary.

4. WORK PACKAGES

Work Package 1

Work Package 1: [Title]				
Duration:		MX - MX		
Objectives				
▪				
Activities and division of work (WP description)				
Activity No (continuous numbering linked to WP)	Activity type (As in your project proposal – Annex 1 to the Grant Agreement)	Activity name (As in Annex 1)	Implementing partner (if consortium of multiple organisations)	Implemented? (Yes/No/Partially – please provide an explanation for any incomplete activity)
A1.1	Choose an item.			
A1.2	Choose an item.			
	Choose an item.			
	Choose an item.			
Other issues <i>Mention and explain unexpected events and adjustments that had to be made. Explain impact on other tasks, available resources and planning/timing.</i>		[Text]		

Key Performance Indicators (WP1)

Please complete the relevant fields with indicators for each of the activities listed in the WP. Please list the same indicators as in your project application (Annex 1).

Activity Name	Activity type	Indicators (as in Annex 1)	Planned baseline and target values	Achieved values	Explanation for any target value not attained
	Awareness raising and outreach campaigns, for the general public and key stakeholders				
	Organisation of civic platforms and civic dialogues				
	Watchdog, monitoring, lobbying and advocacy activities				
	Training and capacity-building of key stakeholders				
	Research and analysis, linked to the Call for proposals' themes				
	Project results' communication and dissemination				

Deliverables (WP1)

List the deliverables indicated in Annex 1 of the Grant Agreement, and their actual delivery date. In the Comments, please indicate if the deliverable was achieved as planned or not, and provide an explanation for any deliverable which was not completed.

Deliverable No	Deliverable Name	Type (choose - see labels used in Annex 1 of the Grant Agreement)	Dissemination Level (choose - see labels used in Annex 1 of the Grant Agreement)	Due Date (month number)	Delivery date (actual)	Comments
D1.1	[name]	Choose an item.	Choose an item.	[1,2,3,4...]	[dd/mm/yyyy]	
D1.2	[name]	Choose an item.	Choose an item.	[1,2,3,4...]	[dd/mm/yyyy]	

		Choose an item.	Choose an item.			
		Choose an item.	Choose an item.			
		Choose an item.	Choose an item.			
		Choose an item.	Choose an item.			

Impact on target groups (WP1)

(approx. 1500 characters, spaces included)

Describe the short, medium and long-term effects of the work package's activities. Please explain their relationship with the deliverables and KPIs listed above.

Guiding questions: Who were the target groups? How did the target groups benefit concretely from the WP's activities and what would change for them? How did the activities contribute to improve the situation (difference between starting point/state of play and the situation after the end of the project?) How did you reach out to the target groups (e.g., promotion and dissemination strategy)? How will the results be used? Are there any possible synergies/complementarities with other projects that can build on the results of this work package?

Diversity, Equity, Inclusion and Accessibility (DEIA) - WP1

Please report on the activity/measures listed in your Annex 1.

DEIA priority	Activity	Planned indicator to measure result	Indicator of result achieved	Explanation for results not attained
Gender equality				
Anti-bias/anti-discrimination or active inclusion				
Accessibility				
Diversity in representation				

Work Package 2

Work Package 2: [Title]				
Duration:	MX - MX			
Objectives				
▪				
Activities and division of work (WP description)				
Activity No (continuous numbering linked to WP)	Activity type (As in your project proposal – Annex 1 to the Grant Agreement)	Activity name (As in Annex 1)	Implementing partner (if consortium of multiple organisations)	Implemented? (Yes/No/Partially – please provide an explanation for any incomplete activity)

A2.1	Choose an item.			
A2.2	Choose an item.			
	Choose an item.			
	Choose an item.			
Other issues <i>Mention and explain unexpected events and adjustments that had to be made. Explain impact on other tasks, available resources and planning/timing.</i>		[Text]		

Key Performance Indicators (WP2) <i>Please complete the relevant fields with indicators for each of the activities listed in the WP. Please list the same indicators as in your project application (Annex 1).</i>					
Activity Name	Activity type	Indicators (as in Annex 1)	Planned baseline and target values	Achieved values	Explanation for any target value not attained
	Awareness raising and outreach campaigns, for the general public and key stakeholders				
	Organisation of civic platforms and civic dialogues				
	Watchdog, monitoring, lobbying and advocacy activities				
	Training and capacity-building of key stakeholders				
	Research and analysis, linked to the Call for proposals' themes				
	Project results' communication and dissemination				

Deliverables (WP2)

List the deliverables indicated in Annex 1 of the Grant Agreement, and their actual delivery date. In the Comments, please indicate if the deliverable was achieved as planned or not, and provide an explanation for any deliverable which was not completed.

Deliverable No	Deliverable Name	Type (choose – see labels used in Annex 1 of the Grant Agreement)	Dissemination Level (choose – see labels used in Annex 1 of the Grant Agreement)	Due Date (month number)	Delivery date (actual)	Comments
D2.1	[name]	Choose an item.	Choose an item.	[1,2,3,4...]	[dd/mm/yyyy]	
D2.2	[name]	Choose an item.	Choose an item.	[1,2,3,4...]	[dd/mm/yyyy]	
		Choose an item.	Choose an item.			
		Choose an item.	Choose an item.			
		Choose an item.	Choose an item.			
		Choose an item.	Choose an item.			

Impact on target groups (WP2)

(approx. 1500 characters, spaces included)

Describe the short, medium and long-term effects of the work package's activities. Please explain their relationship with the deliverables and KPIs listed above.

Guiding questions: Who were the target groups? How did the target groups benefit concretely from the WP's activities and what would change for them? How did the activities contribute to improve the situation (difference between starting point/state of play and the situation after the end of the project?) How did you reach out to the target groups

(e.g., promotion and dissemination strategy)? How will the results be used? Are there any possible synergies/complementarities with other projects that can build on the results of this work package?

Diversity, Equity, Inclusion and Accessibility (DEIA) - WP2

Please report on the activity/measures listed in your Annex 1.

DEIA priority	Activity	Planned indicator to measure result	Indicator of result achieved	Explanation for results not attained
Gender equality				
Anti-bias/anti-discrimination or active inclusion				
Accessibility				
Diversity in representation				

Work Package 3

Work Package 3: [Title]				
Duration:		MX - MX		
Objectives				
▪				
Activities and division of work (WP description)				
Activity No (continuous numbering linked to WP)	Activity type (As in your project proposal – Annex 1 to the Grant Agreement)	Activity name (As in Annex 1)	Implementing partner (if consortium of multiple organisations)	Implemented? (Yes/No/Partially – please provide an explanation for any incomplete activity)
A3.1	Choose an item.			
A3.2	Choose an item.			
	Choose an item.			
	Choose an item.			
Other issues <i>Mention and explain unexpected events and adjustments that had to be made. Explain impact on other tasks, available resources and planning/timing.</i>		[Text]		

Key Performance Indicators (WP3)

Please complete the relevant fields with indicators for each of the activities listed in the WP. Please list the same indicators as in your project application (Annex 1).

Activity Name	Activity type	Indicators (as in Annex 1)	Planned baseline and target values	Achieved values	Explanation for any target value not attained
	Awareness raising and outreach campaigns, for the general public and key stakeholders				
	Organisation of civic platforms and civic dialogues				
	Watchdog, monitoring, lobbying and advocacy activities				
	Training and capacity-building of key stakeholders				
	Research and analysis, linked to the Call for proposals' themes				
	Project results' communication and dissemination				

Deliverables (WP3)

List the deliverables indicated in Annex 1 of the Grant Agreement, and their actual delivery date. In the Comments, please indicate if the deliverable was achieved as planned or not, and provide an explanation for any deliverable which was not completed.

Deliverable No	Deliverable Name	Type (choose - see labels used in Annex 1 of the Grant Agreement)	Dissemination Level (choose - see labels used in Annex 1 of the Grant Agreement)	Due Date (month number)	Delivery date (actual)	Comments
D3.1	[name]	Choose an item.	Choose an item.	[1,2,3,4...]	[dd/mm/yyyy]	
D3.2	[name]	Choose an item.	Choose an item.	[1,2,3,4...]	[dd/mm/yyyy]	

		Choose an item.	Choose an item.			
		Choose an item.	Choose an item.			
		Choose an item.	Choose an item.			
		Choose an item.	Choose an item.			

Impact on target groups (WP3)

(approx. 1500 characters, spaces included)

Describe the short, medium and long-term effects of the work package's activities. Please explain their relationship with the deliverables and KPIs listed above.

Guiding questions: Who were the target groups? How did the target groups benefit concretely from the WP's activities and what would change for them? How did the activities contribute to improve the situation (difference between starting point/state of play and the situation after the end of the project?) How did you reach out to the target groups (e.g., promotion and dissemination strategy)? How will the results be used? Are there any possible synergies/complementarities with other projects that can build on the results of this work package?

Diversity, Equity, Inclusion and Accessibility (DEIA) - WP3

Please report on the activity/measures listed in your Annex 1.



DEIA priority	Activity	Planned indicator to measure result	Indicator of result achieved	Explanation for results not attained
Gender equality				
Anti-bias/anti-discrimination or active inclusion				
Accessibility				
Diversity in representation				

5. RISK MANAGEMENT

Give the state of play of the risks that were identified in Annex 1 of the Grant Agreement (and any new risks that materialised during project implementation).

Risk n.	Related WP n.	Did you apply risk mitigation measures?	Did the risk materialise?	Comments
		[Yes/no]	[Yes/no]	

6. ETHICS

(max. 2000 characters, spaces included)

Outline measures 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](#).

Describe ethics issues arisen during the project implementation (if any) and the measures you took to address them (e.g. privacy/data protection, child protection, if applicable), as well as any any changes to ethics and values' issues identified in Annex 1 of the Grant Agreement.