

# 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 101081564 — CZ-SK-PL Resilience

#### **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':

**ASOCIACE PRO MEZINARODNI OTAZKY ZS (AMO)**, PIC 936999243, established in ZITNA 608/27, PRAHA 110 00, Czechia,

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

- 2. **FUNDACJA EAST-CENTER (EAST Center)**, PIC 887778824, established in KONSTRUKTORSKA 10B-26, WARSAW 02-673, Poland,
- 3. Adapt Institute (Adapt Institute), PIC 887650396, established in Na vrsku 4930/8, Bratislava 811 01, Slovakia,
- 4. UNIVERZITA KARLOVA (CU), PIC 999923434, established in OVOCNY TRH 560/5, PRAHA 1 116 36, Czechia,

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 action<sup>1</sup>

Annex 2 Estimated budget for the action

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

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

Annex 4 Model for the financial statements

Annex 5 Specific rules (if applicable)

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

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

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

# TERMS AND CONDITIONS

## TABLE OF CONTENTS

GRANT AGREEMENT	
PREAMBLE	1
TERMS AND CONDITIONS	3
DATASHEET	8
CHAPTER 1 GENERAL	12
ARTICLE I — 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	13
5.2 Maximum grant amount	14
5.3 Funding rate	or and a second
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	1.8

ARTICLI	E 10 — PARTICIPANTS WITH SPECIAL STATUS	. 18
10.1	Non-EU participants	. 18
10.2	Participants which are international organisations.	.19
10.3	Pillar-assessed participants	. 19
SECTION 2	RULES FOR CARRYING OUT THE ACTION	.22
ARTICL	E 11 — PROPER IMPLEMENTATION OF THE ACTION	. 22
11.1	Obligation to properly implement the action	.22
11.2	Consequences of non-compliance.	. 22
ARTICL	E 12 — CONFLICT OF INTERESTS	. 22
12.1	Conflict of interests	. 22
12.2	Consequences of non-compliance.	. 22
ARTICL	E 13 — CONFIDENTIALITY AND SECURITY	. 22
13.1	Sensitive information.	22
13.2	Classified information	. 23
13.3	Consequences of non-compliance	23
ARTICL	E 14 — ETHICS AND VALUES	. 24
14.1	Ethics	24
14.2	Values	24
14.3	Consequences of non-compliance	24
ARTICL	E 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
ARTICL	E 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS – ACCESS RIGHTS AND RIGHTS OF USE	
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	26
16.4	Specific rules on IPR, results and background	27
16.5	Consequences of non-compliance	27
ARTICL	E 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
ARTICL	E 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION	28
SECTION 3	GRANT ADMINISTRATION	28
ARTICL	E 19 — GENERAL INFORMATION OBLIGATIONS	29
19.1	Information requests	29
19.2	Participant Register data updates	29
19.3	Information about events and circumstances which impact the action	29
19.4	Consequences of non-compliance	29
ARTICL	E 20 — RECORD-KEEPING	29
20.1	Keeping records and supporting documents	29
20.2	Consequences of non-compliance	30
ARTICL	E 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
ARTICL	E 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE	31
22.1	Payments and payment arrangements	32
22.2	Recoveries	32
22.3	Amounts due	32
22.4	Enforced recovery	37
22.5	Consequences of non-compliance	38
ARTICL	E 23 — GUARANTEES	38
23.1	Prefinancing guarantee	38
23.2	Consequences of non-compliance	39
ARTICL	E 24 — CERTIFICATES	(30)
ARTICL	E 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS	39
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	41
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	43
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	44
28.1 Conditions	44
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	45
ARTICLE 30 — PAYMENT SUSPENSION	45
30.1 Conditions	45
30.2 Procedure	46
ARTICLE 31 — GRANT AGREEMENT SUSPENSION	46
31.1 Consortium-requested GA suspension	46
31.2 EU-initiated GA suspension	47
ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION	48
32.1 Consortium-requested GA termination	48
32.2 Consortium-requested beneficiary termination	49
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	54
ARTICLE 35 — FORCE MAJEURE	54
CHAPTER 6 FINAL PROVISIONS	54

ARTICLI	E 36 — COMMUNICATION BETWEEN THE PARTIES	54
36.1	Forms and means of communication — Electronic management	54
36.2	Date of communication	55
36.3	Addresses for communication.	55
ARTICL	E 37 — INTERPRETATION OF THE AGREEMENT	55
ARTICL	E 38 — CALCULATION OF PERIODS AND DEADLINES	55
ARTICL	E 39 — AMENDMENTS	56
39.1	Conditions	56
39.2	Procedure	56
ARTICL	E 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.	57
ARTICL	E 41 — TRANSFER OF THE AGREEMENT	57
ARTICL	E 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY	57
ARTICL	E 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES	57
43.1	Applicable law	58
43.2	Dispute settlement	58
ARTICL	E 44 — ENTRY INTO FORCE	58

## **DATA SHEET**

#### 1. General data

Project summary:

#### Project summary

This project will contribute to strengthening social resilience in the Czech Republic, Słovakia and Poland in the context of current world events (pandemics, turbulent international relations, aggressive Russia and China and the resulting disinformation) and the upcoming European Parliament elections in 2024. It will contribute to building an informed public, resilient to challenges from the domestic and foreign environment, including misinformation. Students of journalism and young journalists in the Czech Republic, Slovakia and Poland will be able to better recognize and analyse misinformation, disinformation and state propaganda as well as foreign interference. At the same time, they will better inform about these topics in their media coverage and thus contribute more to the public debate. Before the next European elections, representatives of the general Czech, Slovak and Polish public will have a better understanding and recognition of the phenomenon of misinformation, disinformation and foreign propaganda and will take part in a public debate on the subject. The results of the project will be also used to formulate recommendations for the European Commission and other institutions, which will come from the region of Central and Eastern Europe and three prominent cases of countries that have decided to better deal with these malign influences.

## Keywords:

- Democratic engagement and civic participation

Civil society

- Europe in a changing world

Project number: 101081564

Project name: Strengthening the resilience of Czech, Slovak and Polish societies before the European elections in 2024

Project acronym: CZ-SK-PL Resilience

Call: CERV-2022-CITIZENS-CIV

Topic: CERV-2022-CITIZENS-CIV

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: 18 months

Consortium agreement: Yes

## 2. Participants

#### List of participants:

N <sub>o</sub>	Role	Short name	Legal name	Ctry	PIC	Max grant amount
1	C00	АМО	ASOCIACE PRO MEZINARODNI OTAZKY ZS	CZ	936999243	36 930.00
2	BEN	EAST Center	FUNDACJA EAST-CENTER		887778824	21 000.00
3	BEN	Adapt Institute	Adapt Institute		887650396	21 000.00
4	BEN	CU	UNIVERZITA KARLOVA	CZ	999923434	3 000.00

N°	Role	Short name	Legal name	Ctry	PIC	Max grant amount
5	AP	SS IIPS	Studentská sekce HPS	CZ	887603157	0.00
	Total					81 930.00

## Coordinator:

- ASOCIACE PRO MEZINARODNI OTAZKY ZS (AMO)

## 3. Grant

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

Maximum grant amount (Aunex 2)	Maximum grant amount (award decision)	
81 930,00	81 930.00	

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):

		Payr	nents			
	Reporting periods		Туре	Deadline	Туре	Deadline (time to pay)
RP No	Month from	Month to				
					Initial prefinancing	30 days from entry into force/ financial guarantee (if required) – whichever is the latest
1	1	18	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report

Prefinancing payments and guarantees:

Prefinancing payment			Prefinancing guarantee	
Туре	Amount	Guarantee amount	Division per participant	
Prefinancing 1 (initial)	49 158 00	n/a	I - AMO	n/a
			2 - EAST Center	n/a
			3 - Adapt Institute	n/a
	1		4 - CU	n/a

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

Mutual Insurance Mechanism (MIM): No

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

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

No-profit rule: n/a

Late payment interest: ECB + 3.5%

Bank account for payments:

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)

#### ESTIMATED BUDGET (LUMP SUM BREAKDOWN) FOR THE ACTION

	Estimated EU contribution						
	Es						
	WP1 Workshops for journalism students	WP2 Raising public awareness	WP3 Final project outcomes	Maximum grant amount			
Forms of funding	Lump sum contribution	Lump sum contribution	Lump sum contribution				
		b		d = a + b + c			
I - AMO	10.715.00	17 000 (0)	9.215 (A)	36 930 00			
2 - EAST Center	9 000 00	10) 000 01	2 000 00	21 000 00			
3 - Adapt Institute	9 000 00	EU 000 U3	2 000 00	21 000,00			
4-cu   24   10   10   10   10   10   10   10   1	2.000.00	0.00	0.00	3 000 00			
5 - SS IIPS							
Σ consortium	31 715 00	37 (88) (40	13 215 00	81 930 00			

<sup>1</sup> 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).

#### ACCESSION FORM FOR BENEFICIARIES

**FUNDACJA EAST-CENTER (EAST Center)**, PIC 887778824, established in KONSTRUKTORSKA 10B-26, WARSAW 02-673, Poland,

## hereby agrees

to become beneficiary

in Agreement No 101081564 — CZ-SK-PL Resilience ('the Agreement')

between ASOCIACE PRO MEZINARODNI OTAZKY ZS (AMO) and 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 mandates

the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

#### **SIGNATURE**

For the beneficiary



#### ACCESSION FORM FOR BENEFICIARIES

Adapt Institute (Adapt Institute), PIC 887650396, established in Na vrsku 4930/8, Bratislava 811 01, Slovakia,

## hereby agrees

to become beneficiary

in Agreement No 101081564 — CZ-SK-PL Resilience ('the Agreement')

between ASOCIACE PRO MEZINARODNI OTAZKY ZS (AMO) and 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 mandates

the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

## **SIGNATURE**

For the beneficiary



#### ACCESSION FORM FOR BENEFICIARIES

UNIVERZITA KARLOVA (CU), PIC 999923434, established in OVOCNY TRH 560/5, PRAHA 1 116 36, Czechia,

## hereby agrees

to become beneficiary

in Agreement No 101081564 — CZ-SK-PL Resilience ('the Agreement')

between ASOCIACE PRO MEZINARODNI OTAZKY ZS (AMO) and 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 mandates

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

## **SIGNATURE**

For the beneficiary

