



## EUROPEAN CLIMATE, INFRASTRUCTURE AND ENVIRONMENT EXECUTIVE AGENCY (CINEA)

CINEA.D – Natural resources, climate, sustainable blue economy and clean energy  
**D.1 – LIFE Energy + LIFE Climate**

### GRANT AGREEMENT

#### **Project 101167482 — LIFE23-CET-LIFE LivingLab**

#### **PREAMBLE**

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

**on the one part,**

the **European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

**and**

**on the other part,**

1. 'the coordinator':

**OLOMOUCKY KRAJ (Olomoucký kraj)**, PIC 883398401, established in JEREMENKOVA 1191/40A, OLOMOUC 779 11, Czechia,

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

2. **UNIVERZITA PALACKEHO V OLOMOUCI (UP)**, PIC 999649506, established in KRIZKOVSKÉHO 8, OLOMOUC 771 47, Czechia,

3. **INOVACNI CENTRUM OLOMOUCKÉHO KRAJE (ICOK)**, PIC 888609532, established in 17 LISTOPADU 1230 8A, OLOMOUC 779 00, Czechia,

4. **ENSYTRA SRO (Ensytra s.r.o.)**, PIC 880085269, established in NAM. SVOBODY 931/22, MOHELNICE 789 85, 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 2a Additional information on unit costs and contributions (if applicable)

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

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

Annex 4 Model for the financial statements

Annex 5 Specific rules (if applicable)

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<sup>1</sup> Template published on [Portal Reference Documents](#).

<sup>2</sup> Template published on [Portal Reference Documents](#).

<sup>3</sup> Template published on [Portal Reference Documents](#).

**TERMS AND CONDITIONS**

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## DATA SHEET

### 1. General data

Project summary:

Project summary
Europe is facing unprecedented pressure today – the deepening climate crisis and changes in the energy sector powerfully driven by the war in Ukraine. To the climate commitments as articulated in the European Green Deal and the Fit for 55 package are added additional demands in terms of self-sufficiency and resilience of European economies as emphasised by RePowerEU. Buildings play a crucial role in meeting the commitments; and public buildings have a special place among them. The Czech Republic's current low ambition in energy efficiency, the low pace and depth of renovations, and the low capacity of public bodies to respond to the challenges are disadvantages. Also in the Olomouc Region, the implementation of specific energy renovation projects has been declining in recent years, as well as their scale. However, the Olomouc Region has adopted a regional energy policy, started monitoring data and now wants to support the operators of public buildings of the Olomouc Region in the development and implementation of energy saving measures. Based on research into European best practice, a Living Lab will be set up with a team of experts in the technical, legal and financial aspects of renovation. In cooperation with the target groups, key stakeholders and experts, integrated support services will be designed, developed and piloted. The support system includes capacity building of key stakeholders, ensuring awareness, but also monitoring of implemented activities and their impacts, sharing of good practices and replication of solutions. By implementing the project, we will strengthen the capacity of 300+ representatives of the target group, reach 200 actors with an offer of consultancy support and participate in the development and implementation of 50 renovation projects at different stages of preparation. In the phase of the project's sustainability, we will use the created know-how and strengthened capacities to offer support to other public actors at the local level.

Keywords: not defined

Project number: 101167482

Project name: Energy Living Lab of the Olomouc Region

Project acronym: LIFE23-CET-LIFE LivingLab

Call: LIFE-2023-CET

Topic: LIFE-2023-CET-OSS

Type of action: LIFE Project Grants

Granting authority: European Climate, Infrastructure and Environment Executive Agency

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

Project starting date: fixed date: 1 October 2024

Project end date: 30 September 2027

Project duration: 36 months

Consortium agreement: Yes

### 2. Participants

List of participants:

N°	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
1	COO	Olomoucký kraj	OLOMOUCKÝ KRAJ	CZ	883398401	919 023.00	873 071.85
2	BEN	UP	UNIVERZITA PALACKÉHO V OLOMOUCI	CZ	999649506	40 011.58	38 011.00
3	BEN	ICOK	INOVACNÍ CENTRUM OLOMOUCKÉHO KRAJE	CZ	888609532	55 958.86	53 160.92
4	BEN	Ensytra s.r.o.	ENSYTRA SRO	CZ	880085269	39 911.00	37 915.45
<b>Total</b>						1 054 904.44	1 002 159.22



**Coordinator:**

- OLOMOUCKY KRAJ (Olomoucký kraj)

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

Total eligible costs (BEN and AE)	Funding rate (%)	Maximum grant amount (Annex 2)	Maximum grant amount (award decision)
1 054 904.44	95	1 002 159.22	1 002 159.22

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

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

**Cost eligibility options:**

- Standard supplementary payments
- Limitation for subcontracting
- Travel and subsistence:
  - Travel: Actual costs
  - Accommodation: Actual costs
  - Subsistence: Actual costs
- Equipment: depreciation only
- Costs for providing financial support to third parties (actual cost; max amount for each recipient: EUR 0.00)
- Indirect cost flat-rate: 7% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any)
- VAT: Yes
- Other ineligible costs

**Budget flexibility:** Yes (no flexibility cap)

#### 4. Reporting, payments and recoveries

##### 4.1 Continuous reporting (art 21)

**Deliverables:** see Funding & Tenders Portal Continuous Reporting tool

##### 4.2 Periodic reporting and payments

**Reporting and payment schedule** (art 21, 22):

Reporting					Payments	
Reporting periods			Type	Deadline	Type	Deadline (time to pay)
RP No	Month from	Month to				
					Initial prefinancing	30 days from entry into force/ financial guarantee (if required) – whichever is the latest
					Additional prefinancing	60 days from receiving additional prefinancing report/ financial guarantee (if required) – whichever is the latest
					Final payment	90 days from receiving periodic report
1	1	18	Additional prefinancing report	60 days after end of reporting period		
2	19	36	Periodic report	60 days after end of reporting period		

**Prefinancing payments and guarantees:**

Prefinancing payment		Prefinancing guarantee		
Type	Amount	Guarantee amount	Division per participant	
Prefinancing 1 (initial)	300 647.77	n/a	1 - Olomoucký kraj	n/a
			2 - UP	n/a
			3 - ICOK	n/a
			4 - Ensytra s.r.o.	n/a
Prefinancing 2 (additional)	501 079.61	n/a	1 - Olomoucký kraj	n/a
			2 - UP	n/a
			3 - ICOK	n/a
			4 - Ensytra s.r.o.	n/a

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

Mutual Insurance Mechanism (MIM): No

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

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

No-profit rule: Yes

Late payment interest: ECB + 3.5%

Bank account for payments:



Conversion into euros: Double conversion

Reporting language: Language of the Agreement

#### **4.3 Certificates** (art 24):

Certificates on the financial statements (CFS):

Conditions:

Schedule: interim/final payment, if threshold is reached

Standard threshold (beneficiary-level):

- financial statement: requested EU contribution to costs  $\geq$  EUR 500 000.00

#### **4.4 Recoveries** (art 22)

**First-line liability for recoveries:**

Beneficiary termination: Beneficiary concerned

Final payment: Coordinator

After final payment: Beneficiary concerned

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

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

Joint and several liability of affiliated entities — n/a

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

**Applicable law** (art 43):

Standard applicable law regime: EU law + law of Belgium

**Dispute settlement forum** (art 43):

Standard dispute settlement forum:

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

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

### **6. Other**

**Specific rules (Annex 5):** Yes

**Standard time-limits after project end:**

Confidentiality (for X years after final payment): 5

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

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

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

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

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

## **CHAPTER 1 GENERAL**

### **ARTICLE 1 — SUBJECT OF THE AGREEMENT**

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

### **ARTICLE 2 — DEFINITIONS**

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

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

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

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

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

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

**Affiliated entities (AE) —** Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046<sup>4</sup> which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).

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

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

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

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

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

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

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

**Fraud** — Fraud within the meaning of Article 3 of EU Directive 2017/1371<sup>5</sup> and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995<sup>6</sup>, as well as any other wrongful or criminal deception intended to result in financial or personal gain.

**Irregularities** — Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95<sup>7</sup>.

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

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

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

## **CHAPTER 2 ACTION**

### **ARTICLE 3 — ACTION**

The grant is awarded for the action **101167482 — LIFE23-CET-LIFE LivingLab** ('action'), as described in Annex 1.

### **ARTICLE 4 — DURATION AND STARTING DATE**

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

## **CHAPTER 3 GRANT**

### **ARTICLE 5 — GRANT**

#### **5.1 Form of grant**

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

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

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

The grant is an action grant<sup>8</sup> which takes the form of a budget-based mixed actual cost grant (i.e. a grant based on actual costs incurred, but which may also include other forms of funding, such as unit costs or contributions, flat-rate costs or contributions, lump sum costs or contributions or financing not linked to costs).

## 5.2 Maximum grant amount

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

## 5.3 Funding rate

The funding rate for costs is 95% of the action's eligible costs.

Contributions are not subject to any funding rate.

## 5.4 Estimated budget, budget categories and forms of funding

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

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

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

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

## 5.5 Budget flexibility

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

However:

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

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

<sup>9</sup> See Article 125 EU Financial Regulation 2018/1046.

- other changes require an amendment or simplified approval, if specifically provided for in Article 6.2
- flexibility caps: not applicable.

## ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS

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

### 6.1 General eligibility conditions

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

(a) for actual costs:

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

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

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



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

- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
- (ii) the costs or contributions to which the flat-rate is applied must:
  - be eligible
  - relate to the period set out in Article 4 (with the exception of costs or contributions relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)

(d) for lump sum costs or contributions (if any):

- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
- (ii) the work must be properly implemented by the beneficiary in accordance with Annex 1
- (iii) the deliverables/outputs must be achieved in the period set out in Article 4 (with the exception of deliverables/outputs relating to the submission of the final periodic report, which may be achieved afterwards; see Article 21)

(e) for unit, flat-rate or lump sum costs or contributions according to usual cost accounting practices (if any):

- (i) they must fulfil the general eligibility conditions for the type of cost concerned
- (ii) the cost accounting practices must be applied in a consistent manner, based on objective criteria, regardless of the source of funding

(f) for financing not linked to costs (if any): the results must be achieved or the conditions must be fulfilled as described in Annex 1.

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

## 6.2 Specific eligibility conditions for each budget category

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

### **Direct costs**

#### **A. Personnel costs**

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

They must be limited to salaries, social security contributions, taxes and other costs linked to the

remuneration, if they arise from national law or the employment contract (or equivalent appointing act) and be calculated on the basis of the costs actually incurred, in accordance with the following method:

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

The daily rate must be calculated as:

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

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

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

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

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

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

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

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

**A.4 The work of SME owners** for the action (i.e. owners of beneficiaries that are small and medium-sized enterprises<sup>10</sup> not receiving a salary) or **natural person beneficiaries** (i.e. beneficiaries that are

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

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

natural persons not receiving a salary) may be declared as personnel costs, if they fulfil the general eligibility conditions and are calculated as unit costs in accordance with the method set out in Annex 2a.

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

They:

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

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

## **B. Subcontracting costs**

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

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

Subcontracting may cover only a limited part of the action.

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

## **C. Purchase costs**

**Purchase costs** for the action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible if they fulfil the general eligibility conditions and are bought using the beneficiary's usual purchasing practices — provided these ensure purchases with

- 
- employing fewer than 250 persons (expressed in 'annual working units' as defined in Article 5 of the Recommendation) and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

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

### C.1 Travel and subsistence

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

- travel: on the basis of the costs actually incurred and in line with the beneficiary’s usual practices on travel
- accommodation: on the basis of the costs actually incurred and in line with the beneficiary’s usual practices on travel
- subsistence: on the basis of the costs actually incurred and in line with the beneficiary’s usual practices on travel .

### C.2 Equipment

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

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

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

### C.3 Other goods, works and services

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

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

## D. Other cost categories

### D.1 Financial support to third parties

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

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

## (a) for grants (or similar):

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

## (b) for prizes (or similar):

- (i) the eligibility and award criteria
- (ii) the amount of the prize and
- (iii) the payment arrangements.

**D.2 Land purchase**

Costs for land purchase from private entities (or long-term lease of land or one-off compensations for land use rights) are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred and:

- (a) the purchase will contribute to improving, maintaining and restoring the integrity of the Natura 2000 network set up pursuant to Article 3 of Directive 92/43/EEC, including through improving connectivity by the creation of corridors, stepping stones, or other elements of green infrastructure
- (b) land purchase is the only or most cost-effective way of achieving the desired conservation outcome
- (c) the land purchased is reserved in the long term for uses consistent with the specific objectives of the LIFE Programme
- (d) the Member State concerned ensures, by way of transfer or otherwise, the long-term assignment of such land to nature conservation purposes and the beneficiary documents this by ensuring that:
  - (i) the entry into the land register includes a condition that the land will be assigned definitively to nature conservation
  - (ii) or, if there is no land register or such a condition is not possible under national law, that such a condition is either included in the land sale contract or guaranteed by equivalent means
- (e) for land purchases by private entity beneficiaries: the beneficiaries ensure the long-term conservation by ensuring that:

- (i) the entry into the land register includes a condition that, in case of their dissolution or incapacity to manage the land according to nature conservation requirements, the property will be transferred to an entity primarily active in the field of nature protection
- (ii) or, if there is no land register or such a condition is not possible under national law, that such a condition is either included in the land sale contract or guaranteed by equivalent means
- (f) for purchases of partial rights: the entry into the land register duly reflects the long-term nature conservation objectives and the requirements set out in this Article
- (g) for land purchased to be exchanged at a later date for another parcel on which the action will be undertaken: the exchange is carried out before the end of the action and the land exchanged complies with the requirements set out in this Article
- (h) for long-term leases: the lease is of at least 20 years and includes provisions and commitments that ensure the achievement of its objectives in terms of habitat and species protection.

This cost will not be taken into account for the indirect cost flat-rate.

### **Indirect costs**

#### **E. Indirect costs**

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

### **Contributions**

Not applicable

## **6.3 Ineligible costs and contributions**

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

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

- (viii) deductible or refundable VAT (including VAT paid by public bodies acting as public authority)
  - (ix) costs incurred or contributions for activities implemented during grant agreement suspension (see Article 31)
  - (x) in-kind contributions by third parties
- (b) costs or contributions declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following cases:
- (i) Synergy actions: not applicable
  - (ii) if the action grant is combined with an operating grant<sup>11</sup> running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant
- (c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant)
- (d) costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies
- (e) other :
- (i) country restrictions for eligible costs: not applicable
  - (ii) costs or contributions declared specifically ineligible in the call conditions.

## 6.4 Consequences of non-compliance

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

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

## **CHAPTER 4 GRANT IMPLEMENTATION**

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

#### **ARTICLE 7 — BENEFICIARIES**

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

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<sup>11</sup> For the definition, see Article 180(2)(b) of EU Financial Regulation 2018/1046: ‘**operating grant**’ means an EU grant to finance “the functioning of a body which has an objective forming part of and supporting an EU policy”.

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

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

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

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

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

(a) Each beneficiary must:

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

(b) The coordinator must:

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



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

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

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

Moreover, coordinators which are ‘sole beneficiaries’<sup>12</sup> (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

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<sup>12</sup> For the definition, see Article 187(2) EU Financial Regulation 2018/1046: “Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the **sole beneficiary**, including where it is specifically established for the purpose of implementing the action financed by the grant.”

## ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

### 9.1 Associated partners

Not applicable

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

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

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

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

### 9.3 Subcontractors

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

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

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

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

### 9.4 Recipients of financial support to third parties

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

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

## ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

### 10.1 Non-EU participants

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

- to respect general principles (including fundamental rights, values and ethical principles,

environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)

- for the submission of certificates under Article 24: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC<sup>13</sup>
- for the controls under Article 25: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

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

## 10.2 Participants which are international organisations

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

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use either independent public officers or external auditors which comply with comparable standards as those set out in EU Directive 2006/43/EC
- for the controls under Article 25: to allow for the checks, reviews, audits and investigations by the bodies mentioned in that Article, taking into account the specific agreements concluded by them and the EU (if any).

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

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

## 10.3 Pillar-assessed participants

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

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

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

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<sup>13</sup> Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

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

and use the following specific rules, for:

- recoveries (Article 22): in case of financial support to third parties, there will be no recovery if the participant has done everything possible to retrieve the undue amounts from the third party receiving the support (including legal proceedings) and non-recovery is not due to an error or negligence on its part
- checks, reviews, audits and investigations by the EU (Article 25): will be conducted taking into account the rules and procedures specifically agreed between them and the framework agreement (if any)
- impact evaluation (Article 26): will be conducted in accordance with the participant's internal rules and procedures and the framework agreement (if any)
- grant agreement suspension (Article 31): certain costs incurred during grant suspension are eligible (notably, minimum costs necessary for a possible resumption of the action and costs relating to contracts which were entered into before the pre-information letter was received and which could not reasonably be suspended, reallocated or terminated on legal grounds)
- grant agreement termination (Article 32): the final grant amount and final payment will be calculated taking into account also costs relating to contracts due for execution only after termination takes effect, if the contract was entered into before the pre-information letter was received and could not reasonably be terminated on legal grounds
- liability for damages (Article 33.2): the granting authority must be compensated for damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement only if the damage is due to an infringement of the participant's internal rules and procedures or due to a violation of third parties' rights by the participant or one of its employees or individual for whom the employees are responsible.

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

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

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

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

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

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

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

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

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

## **SECTION 2 RULES FOR CARRYING OUT THE ACTION**

### **ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION**

#### **11.1 Obligation to properly implement the action**

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

#### **11.2 Consequences of non-compliance**

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

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

### **ARTICLE 12 — CONFLICT OF INTERESTS**

#### **12.1 Conflict of interests**

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

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

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

#### **12.2 Consequences of non-compliance**

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

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

### **ARTICLE 13 — CONFIDENTIALITY AND SECURITY**

#### **13.1 Sensitive information**

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

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

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

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

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

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

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

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

The confidentiality obligations no longer apply if:

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

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

### **13.2 Classified information**

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444<sup>14</sup> and its implementing rules).

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

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

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

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

### **13.3 Consequences of non-compliance**

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

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<sup>14</sup> Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

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

## **ARTICLE 14 — ETHICS AND VALUES**

### **14.1 Ethics**

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

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

### **14.2 Values**

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

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

### **14.3 Consequences of non-compliance**

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

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

## **ARTICLE 15 — DATA PROTECTION**

### **15.1 Data processing by the granting authority**

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

For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725<sup>15</sup>.

### **15.2 Data processing by the beneficiaries**

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679<sup>16</sup>).

They must ensure that personal data is:

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<sup>15</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

<sup>16</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).



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

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

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

### **15.3 Consequences of non-compliance**

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

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

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

### **16.1 Background and access rights to background**

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

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

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

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

### **16.2 Ownership of results**

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

‘Results’ means any tangible or intangible effect of the action, such as data, know-how or information,

whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

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

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

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

- (a) **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) **editing or redrafting** (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
- (d) **translation**
- (e) **storage** in paper, electronic or other form
- (f) **archiving**, in line with applicable document-management rules
- (g) the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority
- (h) **processing**, analysing, aggregating the materials, documents and information received and **producing derivative works**.

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

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

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

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

## 16.4 Specific rules on IPR, results and background

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

## 16.5 Consequences of non-compliance

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

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

## ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

### 17.1 Communication — Dissemination — Promoting the action

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

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

### 17.2 Visibility — European flag and funding statement

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



Funded by the  
European Union



Co-funded by the  
European Union



Funded by the  
European Union



Co-funded by the  
European Union

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

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

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

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

### 17.3 Quality of information — Disclaimer

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

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

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

### 17.4 Specific communication, dissemination and visibility rules

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

### 17.5 Consequences of non-compliance

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

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

## ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

### 18.1 Specific rules for carrying out the action

Specific rules for implementing the action (if any) are set out in Annex 5.

### 18.2 Consequences of non-compliance

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

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

## **SECTION 3 GRANT ADMINISTRATION**

### **ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS**

#### **19.1 Information requests**

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

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

#### **19.2 Participant Register data updates**

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

#### **19.3 Information about events and circumstances which impact the action**

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

- (a) **events** which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:
  - (i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)
  - (ii) linked action information: not applicable
- (b) **circumstances** affecting:
  - (i) the decision to award the grant or
  - (ii) compliance with requirements under the Agreement.

#### **19.4 Consequences of non-compliance**

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

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

## ARTICLE 20 — RECORD-KEEPING

### 20.1 Keeping records and supporting documents

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

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

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

Moreover, the following is needed for specific budget categories:

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

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

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

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

## 20.2 Consequences of non-compliance

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

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

## ARTICLE 21 — REPORTING

### 21.1 Continuous reporting

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

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

### 21.2 Periodic reporting: Technical reports and financial statements

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

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

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

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

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

The financial part of the periodic report includes:

- the financial statements (individual and consolidated; for all beneficiaries/affiliated entities)
- the explanation on the use of resources (or detailed cost reporting table, if required)

- the certificates on the financial statements (CFS) (if required; see Article 24.2 and Data Sheet, Point 4.3).

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

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

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

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

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

### 21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

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

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

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

### 21.4 Reporting language

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

### 21.5 Consequences of non-compliance

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



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

## **ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE**

### **22.1 Payments and payment arrangements**

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

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

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

The cost of payment transfers will be borne as follows:

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

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

### **22.2 Recoveries**

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

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

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

In case of enforced recoveries (see Article 22.4):

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

### **22.3 Amounts due**

### 22.3.1 Prefinancing payments

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

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

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

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

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

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

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

### 22.3.2 Amount due at beneficiary termination — Recovery

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

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

Step 1 — Calculation of the total accepted EU contribution

#### Step 1 — Calculation of the total accepted EU contribution

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

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

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

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

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

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

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

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

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

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

### 22.3.3 Interim payments

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the interim payment ceiling

#### Step 1 — Calculation of the total accepted EU contribution

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

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

#### Step 2 — Limit to the interim payment ceiling

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

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

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

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

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

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

#### Step 1 — Calculation of the total accepted EU contribution

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

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

#### Step 2 — Limit to the maximum grant amount

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

#### Step 3 — Reduction due to the no-profit rule

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

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

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the eligible

costs approved by the granting authority (as compared to the amount calculated following Steps 1 and 2 minus the contributions).

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

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

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

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

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

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

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

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

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

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

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

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

If — after the final payment (in particular, after checks, reviews, audits or investigations; see Article 25) — the granting authority rejects costs or contributions (see Article 27) or reduces the grant (see Article 28), it will calculate the **revised final grant amount** for the beneficiary concerned.

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

Step 1 — Calculation of the revised total accepted EU contribution

#### Step 1 — Calculation of the revised total accepted EU contribution

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

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

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

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

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

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

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

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

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

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

## 22.4 Enforced recovery

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

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

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

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

- (b) by drawing on the financial guarantee(s) (if any)
- (c) by holding other beneficiaries jointly and severally liable (if any; see Data Sheet, Point 4.4)
- (d) by holding affiliated entities jointly and severally liable (if any, see Data Sheet, Point 4.4)
- (e) by taking legal action (see Article 43) or, provided that the granting authority is the European

Commission or an EU executive agency, by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2018/1046.

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

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366<sup>17</sup> applies.

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

## 22.5 Consequences of non-compliance

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

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

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

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

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

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

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

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

## ARTICLE 23 — GUARANTEES

### 23.1 Prefinancing guarantee

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<sup>17</sup> Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, p. 35).



If required by the granting authority (see Data Sheet, Point 4.2), the beneficiaries must provide (one or more) prefinancing guarantee(s) in accordance with the timing and the amounts set out in the Data Sheet.

The coordinator must submit them to the granting authority in due time before the prefinancing they are linked to.

The guarantees must be drawn up using the template published on the Portal and fulfil the following conditions:

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

They will be released within the following month.

## **23.2 Consequences of non-compliance**

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

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

## **ARTICLE 24 — CERTIFICATES**

### **24.1 Operational verification report (OVR)**

Not applicable

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

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

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

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

- (a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC<sup>18</sup> (or for public bodies: by a competent independent public officer)

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<sup>18</sup> Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).



- (b) the verification must be carried out according to the highest professional standards to ensure that the financial statements comply with the provisions under the Agreement and that the costs declared are eligible.

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

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

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

Not applicable

### **24.4 Systems and process audit (SPA)**

Not applicable

### **24.5 Consequences of non-compliance**

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

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

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

### **25.1 Granting authority checks, reviews and audits**

#### **25.1.1 Internal checks**

The granting authority may — during the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing costs and contributions, deliverables and reports.

#### **25.1.2 Project reviews**

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

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

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

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

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

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

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

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

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

Project reviews (including project review reports) will be in the language of the Agreement, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

### 25.1.3 Audits

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

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

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

The beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Article 13.

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

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

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

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

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

Audits (including audit reports) will be in the language of the Agreement, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

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

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

## **25.3 Access to records for assessing simplified forms of funding**

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

## **25.4 OLAF, EPPO and ECA audits and investigations**

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

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013<sup>19</sup> and No 2185/96<sup>20</sup>
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

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

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

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

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

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

<sup>19</sup> Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18/09/2013, p. 1).

<sup>20</sup> Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15/11/1996, p. 2).

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

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

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

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

### 25.5.2 Extension from other grants

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

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

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

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

- (a) an invitation to submit observations on the list of grants affected by the findings
- (b) the request to submit revised financial statements for all grants affected
- (c) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:
  - (i) considers that the submission of revised financial statements is not possible or practicable or
  - (ii) does not submit revised financial statements.

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

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

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

On the basis of this, the granting authority will analyse the impact and decide on the implementation

(i.e. start rejection or grant reduction procedures, either on the basis of the revised financial statements or the announced/alternative method/rate or a mix of those; see Articles 27 and 28).

## **25.6 Consequences of non-compliance**

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

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

## **ARTICLE 26 — IMPACT EVALUATIONS**

### **26.1 Impact evaluation**

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

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

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

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

### **26.2 Consequences of non-compliance**

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

## **CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE**

### **SECTION 1 REJECTIONS AND GRANT REDUCTION**

## **ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS**

### **27.1 Conditions**

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

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

Ineligible costs or contributions will be rejected.

## 27.2 Procedure

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

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

## 27.3 Effects

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

# ARTICLE 28 — GRANT REDUCTION

## 28.1 Conditions

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

- (a) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (see Article 25).

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

## 28.2 Procedure

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

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

### 28.3 Effects

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

## **SECTION 2 — SUSPENSION AND TERMINATION**

### **ARTICLE 29 — PAYMENT DEADLINE SUSPENSION**

#### **29.1 Conditions**

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

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

#### **29.2 Procedure**

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

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

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

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

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

### **ARTICLE 30 — PAYMENT SUSPENSION**

#### **30.1 Conditions**

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

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or



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

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

## 30.2 Procedure

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

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

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

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

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

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

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

## ARTICLE 31 — GRANT AGREEMENT SUSPENSION

### 31.1 Consortium-requested GA suspension

#### 31.1.1 Conditions and procedure

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



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

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

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

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

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

## 31.2 EU-initiated GA suspension

### 31.2.1 Conditions

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

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant
- (c) other:
  - (i) linked action issues: not applicable
  - (ii) additional GA suspension grounds: not applicable.

### 31.2.2 Procedure

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

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

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

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

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

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

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

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

## ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION

### 32.1 Consortium-requested GA termination

#### 32.1.1 Conditions and procedure

The beneficiaries may request the termination of the grant.

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

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

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

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

#### 32.1.2 Effects

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

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

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

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

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

## 32.2 Consortium-requested beneficiary termination

### 32.2.1 Conditions and procedure

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

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

- the reasons why
- the opinion of the beneficiary concerned (or proof that this opinion has been requested in writing)
- the date the beneficiary ends work on the action ('end of work date')
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

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

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

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

### 32.2.2 Effects

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

- (i) a **report on the distribution of payments** to the beneficiary concerned
- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3)

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

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

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

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

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

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

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

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

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

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

### 32.3 EU-initiated GA or beneficiary termination

#### 32.3.1 Conditions

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

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40)
- (b) a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)
- (c) following termination of one or more beneficiaries, the necessary changes to the Agreement

(and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants

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

(ii) additional GA termination grounds: not applicable.

### 32.3.2 Procedure

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

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

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

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

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

### 32.3.3 Effects

(a) for **GA termination**:

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

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

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

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

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

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

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

(b) for **beneficiary termination**:

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

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

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

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

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

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

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

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

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

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

## **SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS**

### **ARTICLE 33 — DAMAGES**



### **33.1 Liability of the granting authority**

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

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

### **33.2 Liability of the beneficiaries**

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

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

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

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 135 to 145 EU Financial Regulation 2018/1046 and Articles 4 and 7 of Regulation 2988/95<sup>21</sup>).

## **SECTION 4 FORCE MAJEURE**

### **ARTICLE 35 — FORCE MAJEURE**

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

‘Force majeure’ means any situation or event that:

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

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

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<sup>21</sup> Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).



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

## **CHAPTER 6 FINAL PROVISIONS**

### **ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES**

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

EU grants are managed fully electronically through the EU Funding & Tenders Portal ('Portal').

All communications must be made electronically through the Portal, in accordance with the Portal Terms and Conditions and using the forms and templates provided there (except if explicitly instructed otherwise by the granting authority).

Communications must be made in writing and clearly identify the grant agreement (project number and acronym).

Communications must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons, each beneficiary must have designated — before the signature of this Agreement — a 'legal entity appointed representative (LEAR)'. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

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

#### **36.2 Date of communication**

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

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

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

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

#### **36.3 Addresses for communication**

The Portal can be accessed via the Europa website.

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

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

## **ARTICLE 37 — INTERPRETATION OF THE AGREEMENT**

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

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

Annex 2 takes precedence over Annex 1.

## **ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES**

In accordance with Regulation No 1182/71<sup>22</sup>, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

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

‘Days’ means calendar days, not working days.

## **ARTICLE 39 — AMENDMENTS**

### **39.1 Conditions**

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

Amendments may be requested by any of the parties.

### **39.2 Procedure**

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

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

The request for amendment must include:

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

The granting authority may request additional information.

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<sup>22</sup> Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).

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

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

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

## ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

### 40.1 Accession of the beneficiaries mentioned in the Preamble

The beneficiaries which are not coordinator must accede to the grant by signing the accession form (see Annex 3) directly in the Portal Grant Preparation tool, within 30 days after the entry into force of the Agreement (see Article 44).

They will assume the rights and obligations under the Agreement with effect from the date of its entry into force (see Article 44).

If a beneficiary does not accede to the grant within the above deadline, the coordinator must — within 30 days — request an amendment (see Article 39) to terminate the beneficiary and make any changes necessary to ensure proper implementation of the action. This does not affect the granting authority's right to terminate the grant (see Article 32).

### 40.2 Addition of new beneficiaries

In justified cases, the beneficiaries may request the addition of a new beneficiary.

For this purpose, the coordinator must submit a request for amendment in accordance with Article 39. It must include an accession form (see Annex 3) signed by the new beneficiary directly in the Portal Amendment tool.

New beneficiaries will assume the rights and obligations under the Agreement with effect from the date of their accession specified in the accession form (see Annex 3).

Additions are also possible in mono-beneficiary grants.

## ARTICLE 41 — TRANSFER OF THE AGREEMENT

In justified cases, the beneficiary of a mono-beneficiary grant may request the transfer of the grant to a new beneficiary, provided that this would not call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

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

- the reasons why
- the accession form (see Annex 3) signed by the new beneficiary directly in the Portal Amendment tool and

- additional supporting documents (if required by the granting authority).

The new beneficiary will assume the rights and obligations under the Agreement with effect from the date of accession specified in the accession form (see Annex 3).

## **ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY**

The beneficiaries may not assign any of their claims for payment against the granting authority to any third party, except if expressly approved in writing by the granting authority on the basis of a reasoned, written request by the coordinator (on behalf of the beneficiary concerned).

If the granting authority has not accepted the assignment or if the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiaries from their obligations towards the granting authority.

## **ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

### **43.1 Applicable law**

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Belgium.

Special rules may apply for beneficiaries which are international organisations (if any; see Data Sheet, Point 5).

### **43.2 Dispute settlement**

If a dispute concerns the interpretation, application or validity of the Agreement, the parties must bring action before the EU General Court — or, on appeal, the EU Court of Justice — under Article 272 of the Treaty on the Functioning of the EU (TFEU).

For non-EU beneficiaries (if any), such disputes must be brought before the courts of Brussels, Belgium — unless an international agreement provides for the enforceability of EU court judgements.

For beneficiaries with arbitration as special dispute settlement forum (if any; see Data Sheet, Point 5), the dispute will — in the absence of an amicable settlement — be settled in accordance with the Rules for Arbitration published on the Portal.

If a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 22 and 34), the beneficiaries must bring action before the General Court — or, on appeal, the Court of Justice — under Article 263 TFEU.

For grants where the granting authority is an EU executive agency (see Preamble), actions against offsetting and enforceable decisions must be brought against the European Commission (not against the granting authority; see also Article 22).

## **ARTICLE 44 — ENTRY INTO FORCE**

The Agreement will enter into force on the day of signature by the granting authority or the coordinator, depending on which is later.

SIGNATURES

For the coordinator

For the granting authority

9. 7. 2024

10. 7. 2024



## **ANNEX 1**



# **Programme for the Environment and Climate Action (LIFE)**

## **Description of the action (DoA)**

**Part A**

**Part B**

DESCRIPTION OF THE ACTION (PART A)

COVER PAGE

Part A of the Description of the Action (DoA) must be completed directly on the Portal Grant Preparation screens.

PROJECT	
Grant Preparation (General Information screen) — Enter the info.	
Project number:	101167482
Project name:	Energy Living Lab of the Olomouc Region
Project acronym:	LIFE23-CET-LIFE LivingLab
Call:	LIFE-2023-CET
Topic:	LIFE-2023-CET-OSS
Type of action:	LIFE-PJG
Service:	CINEA/D/01
Project starting date:	fixed date: 1 October 2024
Project duration:	36 months

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Staff effort ..... 16

List of deliverables .....17

List of milestones (outputs/outcomes) ..... 27

List of critical risks .....28

## PROJECT SUMMARY

**Project summary**

*Grant Preparation (General Information screen) — Provide an overall description of your project (including context and overall objectives, planned activities and main achievements, and expected results and impacts (on target groups, change procedures, capacities, innovation etc)). This summary should give readers a clear idea of what your project is about.*

*Use the project summary from your proposal.*

Europe is facing unprecedented pressure today – the deepening climate crisis and changes in the energy sector powerfully driven by the war in Ukraine. To the climate commitments as articulated in the European Green Deal and the Fit for 55 package are added additional demands in terms of self-sufficiency and resilience of European economies as emphasised by RePowerEU. Buildings play a crucial role in meeting the commitments; and public buildings have a special place among them.

The Czech Republic's current low ambition in energy efficiency, the low pace and depth of renovations, and the low capacity of public bodies to respond to the challenges are disadvantages. Also in the Olomouc Region, the implementation of specific energy renovation projects has been declining in recent years, as well as their scale.

However, the Olomouc Region has adopted a regional energy policy, started monitoring data and now wants to support the operators of public buildings of the Olomouc Region in the development and implementation of energy saving measures.

Based on research into European best practice, a Living Lab will be set up with a team of experts in the technical, legal and financial aspects of renovation. In cooperation with the target groups, key stakeholders and experts, integrated support services will be designed, developed and piloted. The support system includes capacity building of key stakeholders, ensuring awareness, but also monitoring of implemented activities and their impacts, sharing of good practices and replication of solutions. By implementing the project, we will strengthen the capacity of 300+ representatives of the target group, reach 200 actors with an offer of consultancy support and participate in the development and implementation of 50 renovation projects at different stages of preparation. In the phase of the project's sustainability, we will use the created know-how and strengthened capacities to offer support to other public actors at the local level.

## LIST OF PARTICIPANTS

**PARTICIPANTS**

*Grant Preparation (Beneficiaries screen) — Enter the info.*

Number	Role	Short name	Legal name	Country	PIC
1	COO	Olomoucký kraj	OLOMOUCKY KRAJ	CZ	883398401
2	BEN	UP	UNIVERZITA PALACKEHO V OLOMOUCI	CZ	999649506
3	BEN	ICOK	INOVACNI CENTRUM OLOMOUCKEHO KRAJE	CZ	888609532
4	BEN	Ensytra s.r.o.	ENSYTRA SRO	CZ	880085269



## LIST OF WORK PACKAGES

Work packages						
Grant Preparation (Work Packages screen) — Enter the info.						
Work Package No	Work Package name	Lead Beneficiary	Effort (Person-Months)	Start Month	End Month	Deliverables
WP1	Project management, monitoring and reporting	1 - Olomoucký kraj	22.00	1	36	D1.1 – Project charter, matrix of roles and responsibilities D1.2 – Project quality plan D1.3 – Processes for project financial management D1.4 – Monitoring plan including data tracking tool D1.5 – Extract of the project data from the LIFE KPI webtool and report D1.6 – Extract of the project data from the LIFE KPI webtool and report D1.7 – Technical progress report
WP2	Development of LivingLab	1 - Olomoucký kraj	25.00	1	12	D2.1 – Analysis of experience and good practice D2.2 – LivingLab operational documentation D2.3 – Cooperation plan D2.4 – Innovation ecosystem D2.5 – Communication platform
WP3	Service design and the creation of professional know-how	1 - Olomoucký kraj	64.00	6	14	D3.1 – Counselling procedures, standards and checklists D3.2 – Expert materials, methodologies and case studies D3.3 – Internal team capacity building plan/ implementation report D3.4 – Training course including coaching system

<b>Work packages</b> <i>Grant Preparation (Work Packages screen) — Enter the info.</i>						
Work Package No	Work Package name	Lead Beneficiary	Effort (Person-Months)	Start Month	End Month	Deliverables
WP4	Pilot implementation of services and testing of LivingLab procedures	1 - Olomoucký kraj	153.00	12	36	D4.1 – Report on pilot testing of services D4.2 – Report on capacity building and awareness raising D4.3 – Case studies and examples of good practice D4.4 – Project website/infopoint D4.5 – Comprehensive evaluation report
WP5	Communication, dissemination, replication and sustainability	1 - Olomoucký kraj	14.00	6	36	D5.1 – Proposal for multi-source financing of the facilitation structure in the Czech Republic D5.2 – Exploitation and replication plan D5.3 – Presentation (dissemination/replication in the Czech Republic) D5.4 – Presentation (dissemination/replication in the EU) D5.5 – Communication plan D5.6 – Final publishable report

**Work package WP1 – Project management, monitoring and reporting**

<b>Work Package Number</b>	WP1	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Work Package Name</b>	Project management, monitoring and reporting		
<b>Start Month</b>	1	<b>End Month</b>	36

**Objectives**

The aim of WP1 is to:

- establish a solid project management base, ensuring that all project members are aware of the project objectives, timeline and responsibilities;
- develop a comprehensive project plan to ensure a timely completion of project milestones and deliverables;
- ensure that the project is delivered within the defined budget and all financial requirements are met
- ensure that project outputs and outcomes meet defined quality standards and that the progress and impact of the project is consistently monitored;

The outcome of the WP1 is that the project is well managed and monitored.

**Description**

T.1.1 [Project Kick-off and basic coordination] (OR, UPOL, ICOK, Ensytra):

The OR COO will organise a kick-off meeting to introduce team members, present project objectives and discuss initial tasks. In mutual communication and respecting the scope and content of the activities defined in the proposal, the project partners will:

- define the roles and responsibilities of each team member;
- define the thematic and communication space for all stakeholders;
- design the organisational and decision-making structures of the project;
- establish communication channels and processes for effective coordination.

The output is the agreement recorded in the project charter D.1.1 needed to define the detailed project plan under T.1.2.

T.1.2 [Project planning and scheduling] (OR, UPOL, ICOK, Ensytra):

Based on previous agreements and reporting requirements, OR COO will develop a detailed Project quality plan that describes internal procedures for communication, progress monitoring, quality assurance and risk management. It includes templates and guidelines for presentations, documents, internal status reporting, quality assurance, organisation of meetings and workshops.

D.1.2 The Project quality plan will be approved at the Steering Committee meeting and will become the basis for further project implementation, including quality control and monitoring of the project.

T.1.3 [Financial management and budget monitoring] (OR, UPOL, ICOK, Ensytra):

OR COO will gather all necessary information and guidance on the project budget execution, setting up a project financial management process with the objective of:

- monitoring project expenditures against the defined budget;
- ensuring that all financial transactions comply with EU funding guidelines;
- preparing and submitting financial reports as required by the programme.

All involved BENs will ensure training of those responsible for financial management and appropriate setup of internal processes and accounting. The correctness of this basic set-up is verified during the CINEA monitor visit and re-validated with each financial report submission, including the identification of deficiencies and their correction.

T.1.4 [Project management and decision-making] (OR, UPOL, ICOK, Ensytra):

Project management is based on the D1.2 Project quality plan, the monitoring of project expenditures and budget (T.1.3) and the monitoring of project implementation (T.1.5), including the monitoring of project outputs, risk assessment and change management.

A key decision-making body of the project is the Steering Committee - a project-level decision-making structure composed of representatives of main partners. The Steering Committee meets once every 6 months and the agenda includes the assessment of the project's progress to date, a plan for future activities, significant circumstances with the potential to change or modify defined activities and outputs, and other suggestions to be made by representatives of the COO, BEN and other stakeholders.

The OR COO project coordinator is the secretary of this SC, with the right to participate in Steering Committee meetings and have an advisory voice. The project coordinator is also responsible for preparing the documents for meetings as well as providing other inputs needed for decision-making - e.g. materials prepared by external experts, risk analyses, statistics and reports from project monitoring, or direct active participation of both project team members and appropriate experts.

Management is carried out according to the OR COO project management methodology, which is based on international project management standards (IPMA, Prince 2). Particular emphasis is placed on the use of agile and adaptive approaches to project management, data-driven approach and stakeholder engagement.

The executive team consisting of COO and BEN specialists is in charge of the implementation of project activities. The project executive team meets at least once a month. These meetings address in particular the compliance of the project implementation with the project application, capacity planning, coordination of joint deliverables, possible changes, project monitoring and reporting, including financial management documents. At the level of individual WPs and Tasks, coordination is carried out as needed on an operational basis between the staff involved, always under the leadership of the person responsible for the sub-activities. Everything is addressed operationally in real time, only changes subject to approval are suspended until the coordination meeting and the Steering Committee meeting take place. The WP work is managed by the coordinator, who involves consultants and external experts as needed.

The project team contribute, upon invitation by the Agency, to common activities related to information (like reporting on impact indicators), dissemination and visibility, and synergies with other LIFE and EU supported actions

The output of the executive team is mainly the achievement of the planned outputs within the defined scope and quality.

T.1.5 [Quality assurance and project monitoring] (OR, UPOL, ICOK, Ensytra):

As a basis for monitoring the project, a Monitoring Plan is developed that specifies the frequency of checks (how often data will be collected and analysed), the scope of the data to be monitored (KPIs) and the tools and technologies for monitoring data and performance (appropriate digital monitoring tool). It will also establish a starting point (baseline) for comparing planned vs. actual outputs (KPIs).

The monitoring will focus on monitoring the following project parameters:

- timeline: checking whether the project is on track with the planned timeline;
- budget: monitoring budget spending;
- quality: regular monitoring of the quality and quantity of outputs
- data analysis: comparison of actual results with planned KPIs and identification of deviations
- risk assessment: regular evaluation of risks and their impact on the project according to the D.1.2 Project quality plan.

The results of the monitoring and evaluation are presented by the OP COO project coordinator at the Steering Committee meeting. There are also ongoing consultations with CINEA to ensure that the project implementation complies with the LIFE programme rules. In case of identified deviations and risks, corrective measures are directly implemented or proposed for Steering Committee approval. All relevant data, documents and records are stored and archived for future evaluation of the project.

In the final monitoring phase, the project will undergo a final evaluation, assessing its objectives, KPIs and processes. This evaluation will be the basis for project sustainability planning as well as project sharing and replication within WP5.

## Work package WP2 – Development of LivingLab

<b>Work Package Number</b>	WP2	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Work Package Name</b>	Development of LivingLab		
<b>Start Month</b>	1	<b>End Month</b>	12

### Objectives

The aim of WP2 is to:

- develop a functional LivingLab (one-stop-shop) structure that has a clear political mandate, geographical and thematic coverage and scope of targets;
- to ensure that the rate and depth of building renovation, smart solutions application and renewable energy use grows in line with the objectives of the revised EPBD4.

Outcomes:

- LivingLab functional structure for public buildings in the Olomouc Region;
- defined objectives and portfolio of LivingLab activities;
- process flowchart and operating model of the LivingLab, including a multi-source financing model
- definition of the parameters of the system through which it will coordinate its work, monitor results and evaluate.

### Description

T.2.1 [Mapping of good practice and the potential for replication of practices] (OR, UPOL, ICOK, Ensytra):

BEN Ensytra will gather detailed information on good practice from the EU and experience with different sub-practices and approaches to energy efficiency improvement that can be extracted from its consultation activities in public administration at the local and regional level in the Czech Republic. It will use:

- an in-depth search of available sources (analyses, case studies, websites of functioning structures, see chapter 1.5 and 1.6 of this application for the basis);
- a wide range of contacts and experience from consultancy activities in the field of energy management within the Czech Republic - the City of Prague and the Statutory City of Brno (implementation of SECAP), the Ministry of Labour and Social Affairs, the Thomayer University Hospital, several dozen cities and their established organisations.

It will focus on finding out information about:

- organisational structure and management models;
- position in the structure of the public body, political mandate and scope of activities;
- internal know-how and capacity building;
- setting up the portfolio of services provided - scope and themes;
- communication and awareness-raising;
- monitoring and evaluation of activities;
- funding models - in particular if multi-source funding involving savings shares is involved.

The outcomes of the mapping include:

- analytical material describing the essential features of each solution, comparing their advantages and disadvantages, which will be used to set up the functioning of the LivingLab and for dissemination and replication - D.2.1 Analysis of experience and good practice.

On the basis of this material, the OR COO will identify solutions suitable for its legislative and organisational setup, discuss them with other BENs and develop a plan for the implementation of the LivingLab setup, including individual sub-steps such as testing the appropriate way of clients' participation in financing the operation, monitoring the impact, etc.

The comparison of the individual parameters from the developed Analysis of Experience and Good Practice (D.2.1) and the process of selecting suitable options for individual aspects of the LivingLab operation is part of the presentations at forums, platforms and trade fairs in the framework of exploitation, dissemination and replication (see chapter 2.5 and WP5). Specifically and in detail, these issues will be shared and discussed with AP of the Ministry of the Environment as a contribution to setting up the functioning of the consultancy support for deep renovation according to the EPBD4 directive at the level of the Czech Republic.

T.2.2 [Organisational setup of the LivingLab] (OR, UPOL, ICOK, Ensytra):

Based on the mapping of experiences from abroad and the qualitative and quantitative analysis of possible solutions (see D.2.1 Analysis of experience and good practice), the LivingLab unit was created. This setup includes:

- the organisational structure and process model of the LivingLab;
- definition of roles and, for the internal team, a list of skills and knowledge requirements for each role;
- design of a portfolio of services and support activities (capacity building, information and awareness, participation and ecosystem support)
- a proposal for project funding and sustainability models

The proposed solutions (and their possible variants) are the subject of a meeting of the Steering Committee of the project (see WP1), where the relevant framework will be discussed and will become the basis for further project implementation, including the assignment for project function monitoring. The developed model and its results will be reflected upon at each Steering Committee meeting, which may recommend partial adjustments. In the second year of the project, Model I will undergo an intensive expert evaluation (see WP5) and a comprehensive proposal for adjusting the setup will be submitted to the SC.

The outcome of the activity includes:

- comprehensive set-up of the LivingLab (recorded in the form of operational documents and other documents).

T.2.3 [Staffing of the LivingLab] (OR, Ensytra):

The position of the project coordinator, OR COO, is staffed before the project begins. In the initial phase of the project, the OR COO cooperates mainly with experienced staff of the Olomouc Regional Office to build an effective team profile, defining the roles and responsibilities of individual team members in the LivingLab (according to the defined roles in D.2.2 of the LivingLab Operational Documentation). The emphasis during onboarding is on education and professional competences according to the team profile, but also on communication skills, motivation and ability to work in a team. In terms of LivingLab's core tasks and ensuring the necessary expertise, it is imperative to have at least one staff member to fill the following positions:

Positions in the team:

- Project coordinator (Senior Manager) - 1 FTE
- Technical specialists able to set the necessary standards for reconstruction and work with technical documents - 4 FTE
- Specialist for subsidies and financing of green projects - 1 FTE – depending on capacity needs within WPs
- Legal specialist (ideally with experience in public procurement) – 1 FTE – depending on capacity needs within WPs

- Communication and capacity building coordinator - 0.5 FTE

The second phase of this activity is to ensure the basic readiness of the team to deliver the services defined in WP3. The project coordinator, the recruited specialists and the BEN Ensytra know-how holder cooperate on the formulation and implementation of the adaptation plan and the initial training of the specialists in order to ensure a common professional baseline and the sharing of the LivingLab goals and vision.

The expert specialists (after the onboarding, adaptation and initial training phase) will start mapping the situation on the ground - in face-to-face meetings and promotional events they will contact the target group. With the help of Ensytra, they will analyse the data and identify objects with savings potential, and target project plans at different stages of preparation, so that the developed procedures can be tested on the whole spectrum of activities in all phases of project implementation. Further training of the team will focus on deepening the expertise and skills associated with the use of the technical materials and procedures developed under WP3.

T.2.4 [Participation and stakeholder involvement in the LivingLab] (OR, UPOL, ICOK, Ensytra):

LivingLab is a dynamic ecosystem that supports the vision of decarbonisation and innovation through collaboration and interaction between different stakeholders, enabling rapid adaptation and iteration of product and service development in the real world. This feature needs to be embedded in a coherent programme of collaboration between stakeholders who:

- represent different sectors;
- analyse their needs;
- communicate and disseminate information;
- create networks and platforms.

The multisectoral and multilevel Cooperation plan is built on the cooperation of actors actively collaborating on the project at several levels:

- the target group of object operators as well as the vision and interests of the Olomouc Region as their owner are represented by OR COO;
- OR COO also represents the broad institutional partnerships within the region - working groups and platforms related to energy (Energy Concept Working Group, RSK Energy Working Group);
- BEN represents the academic sector - Palacký University Olomouc (UPOL), the innovation ecosystem and the business community - Innovation Centre of the Olomouc Region (ICOK) and the professional and consultancy sector in the field of energy – Ensytra;
- APs at the regional level guarantee the cooperation and information of other stakeholders - the industry and transport sector (Confederation of Industry and Transport of the Czech Republic), the civil sector and non-governmental non-profit organisations (Union of non-governmental non-profit organisations of the Olomouc Region), rural areas and less developed regions (Regional Network of the National Network of Local Action Groups), see LoS;
- APs at the national level represent the context of strategic planning at the national level (NECP, Renovation Strategy), the framework for consultancy support and technical assistance for decarbonisation projects as well as the promoter of financial programmes supporting decarbonisation and renovation projects (Ministry of Environment);

The outcome of this activity includes a roadmap for the comprehensive development of multi-level and cross-sectoral cooperation, which LivingLab will be mandated to implement and to which all BENs will commit. This plan will be regularly evaluated as part of project management and monitoring.

T.2.5 [LivingLab Innovation Ecosystem] (ICOK, OR):

The functioning of the LivingLab will be based mainly on the provision of expert advice on savings, renewable energy, climate and other sectors. In addition, LivingLab will, among other things, focus on the system of innovations and trends. This system will form a prerequisite for the successful implementation of the latest legislative requirements, technological advances, modern practices, collaborative and participatory models, smart solutions and other substantial influences on the LivingLab's decarbonisation efforts on the target group.

The key is to involve the private sector in the opportunity to model the best energy and climate solutions on the region's property with impacts on other target groups. Along with business practices, research activities, including possible prototyping, the work of the LivingLab will also be included. Thus, the established process of LivingLab service delivery towards the region and regional organisations and primarily the service itself will be based on the latest trends and broad possibilities to apply energy and climate solutions in the best possible way.

During the lifetime of the LivingLab, the innovation ecosystem, which will contain all the essential innovations and trends described above, will be updated once a year.

A communication platform will also be created between LivingLab, innovators and the business sector. Maintaining an ongoing dialogue with the business (linking to the quadruple helix and RIS3 process) and supplier sectors (for the implementation of investment actions) and LivingLab is important to ensure a continuous dialogue and the possibility to implement energy measures in full awareness of what is happening on the market. The communication platform meets regularly to discuss important issues and define tasks in the action plan. It can include organised discussion forums, interactive workshops for actors in the implementation chain (designers, construction company representatives, consultancy institutions in the field of financing and law), training and coaching in ESG and certification, etc. Approximately 10 meetings are expected during the project duration.



**Work package WP3 – Service design and the creation of professional know-how**

<b>Work Package Number</b>	WP3	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Work Package Name</b>	Service design and the creation of professional know-how		
<b>Start Month</b>	6	<b>End Month</b>	14

**Objectives**

The aim of WP3 is:

- to develop services design;
- to build the technical, economical and legal expertise of LivingLab (methodologies and tools to reduce complexity and simplify decision-making, to identify and mobilise building renovation and energy performance improvements, to streamline processes, to integrate financial engineering support, to develop and implement project pipelines and a quality assurance process.

Outcomes of WP3 include:

- comprehensive material of methodological and technical professional documents;
- comprehensive proposal of advice procedures;
- procedures for further capacity development of the internal team;
- basis for capacity building and cooperation of target group and stakeholders.

**Description**

T.3.1 [Service design within LivingLab] (OR, UPOL, ICOK, Ensytra):

On the basis of international good practice, cooperation with experts, partners, regional stakeholders and the target group, the project team of OR COO, Ensytra BEN, UPOL BEN and ICOK BEN will propose a set of procedures for each phase of advisory support. The service design will cover the whole process from project identification to quality control, especially in these phases and processes:

- data analysis and identification of the potential for savings and renewable energy use on buildings owned by the Olomouc Region;
- prioritisation of measures, involvement of conceptual and comprehensive approaches - in relation to linking savings and adaptation, community energy, local networks, etc., including the possibility of using renovation passports;
- consultancy support for the preparation of specific projects - procedures for assisting with technical design (standards), seeking funding and procurement;
- identification of appropriate sources of funding - grant information and recommending other funding models, creating investment pipelines;
- consultancy support for procurement - based on methodologies (T 3.1) - application of environmental criteria, favouring local companies, etc.
- quality control, monitoring of savings;
- involving the whole value chain in the advisory system - workshops, awareness raising and training, networking and good practice.

The output of this activity is a developed consultancy process, with recommended procedures and references to the created materials (see D.3.2). To increase transparency, the basic procedures are visually attractive and published on the project website. In addition, all procedures are continuously communicated with the target group and stakeholders. Detailed supporting documents such as breakdown of services by project implementation phase, project focus, consultation topic, etc. will be subject to internal monitoring using a monitoring tool to facilitate data recording and analysis.

T.3.2 [Creation of professional and methodological documents] (OR, UPOL, ICOK, Ensytra):

Based on international good practice, cooperation with experts, partners, regional stakeholders and the target group, the project team will develop a package of technical and methodological materials that will include:

- methodology for the preparation of deep renovation for different types of buildings according to their use and size;
- preferred renovation and renewable energy standards for different building types according to their use and size;
- pilot models for testing the aggregation of energy flexibility;
- concept for engagement in community energy implementation, including definition of roles, business plan and partnerships;
- model specifications for designers, links to urban design, green-blue infrastructure;
- procedures to facilitate procurement, joint procurement, the use of D&B, EPC, etc.;

- procedures to expand funding options - grant information, project bundling, combination of grants and other funding, financial instruments, cooperation with banks;
- creating and promoting project preparation financing models - exploring the possibility of creating project preparation funds, using Project Development Assistance or ELENA programmes;
- elaboration and publication of case studies and good practice - renovation parameters, financing models, procurement procedures, including foreign good practice and transfer of results of innovative procedures (test beds, pilot projects).

With respect to their nature, the methodological recommendations/manuals and checklists:

- will be available on the project website in the form of checklists, model examples, grant information;
- will be prepared in a form accessible to the target group and published through different communication channels - direct mailing/workshops for responsible staff of building operators”;
- will form a basis and tool for the implementation of the consultancy activity itself;
- will be subject to replication and exchange of experience.

T.3.3 [Capacity building of the internal team] (OR, UPOL, ICOK, Ensytra):

To build the capacity of the internal team, a comprehensive learning system will be created in cooperation with OR COO and experts from BEN Ensytra, UPOL, ICOK, which builds on the initial training under T.2.3.

The learning system will include several layers:

- pilot testing of the training course for the target group and stakeholders - see. T.4.1
- training of internal team to transfer information and skills towards the target group - communication and motivation training
- training of consultants in the use of the developed materials and methodologies, training in the implementation of consultation procedures, - joint training for 24 hours 2 times during the project
- further training of the consultant team in specific professional topics (external training/individual training according to specialization) - 1 time every 3 months, min. 4 hours, each team member
- coaching of LivingLab consultants in specific soft skills (counselling, support and motivation, process management, feedback and evaluation, competence development, experience sharing),
- coaching of LivingLab consultants in the field of innovation ecosystem (application of innovation ecosystem in practice, transfer of know-how with which LivingLab consultants will work towards the target group - 12 trainings in 3 years, and coaching during the project duration - min. 24 consultations with LivingLab experts in the form of meeting, teleconference, meeting, networking to solve a typical situation, understanding of new technology, etc.

Capacity building is continuous and supported by workshops, following the learning by doing approaches - sharing of experiences, feedback on practices, joint solutions to recurrent issues and practices directly in the implementation of the WP4 advisory process.

## Work package WP4 – Pilot implementation of services and testing of LivingLab procedures

<b>Work Package Number</b>	WP4	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Work Package Name</b>	Pilot implementation of services and testing of LivingLab procedures		
<b>Start Month</b>	12	<b>End Month</b>	36

### Objectives

The aim of WP4 is:

- to provide technical, legal and financial development assistance to public organizations in Olomouc Region - proactively identify and mobilise public buildings for comprehensive energy renovation, promote the uptake of cost-effective deep renovation of buildings, improve governance and capacities at regional level, mobilize investment and improve access to finance
- to raise awareness, provide information and build the capacity of the target group

The result is:

- pilot application of methodologies and procedures on projects, monitoring and feedback - 50+ projects/200+ cooperations with target group/40+ mil. EUR pipelines
- increased awareness - 12 newsletters/direct mails on 340 addresses/year
- strengthened capacities of the target group - 300 trained representatives of the target group (policy makers, officers, facility managers)

### Description



#### T.4.1 [Capacity building, awareness and motivation] (OR, UPOL, ICOK, Ensytra):

Strengthening the awareness of the target group, their information and motivation, as well as building the capacity of decision-makers, stakeholders and actors in the implementation chain is a prerequisite for the successful promotion of effective practices in the renovation of public buildings. The information service will be complemented by targeted capacity building in programmes developed under T.3.4.

A basic capacity building tool is a training course on energy and climate for the target group, for energy consultants and other value chain actors (energy efficiency, renewable energy, energy storage, intelligent consumption management systems, energy security, regulation, heating, Smart Grids, new technologies, new materials, social and environmental impacts, energy communities, financing and subsidies, promotion of best practices and successful examples (economic, environmental and social benefits of energy savings for the citizen/municipality/country), examples of successful projects, etc. ). Attractive events for the public and students are organised on appropriate occasions - e.g. events to promote science and academic education.

This course will be developed and offered for implementation by BEN UPOL. Capacity building is continuously offered to the target group and stakeholders throughout the service delivery, in particular to representatives of county building operators, their staff and county officials, as well as to value chain actors. The activity is informationally supported by the COO of the OR, who informs and motivates especially public administration actors, and BEN ICOK and AP Union of Industry and Transport, who address especially value chain actors. Training is always tailored to the actual needs of the target group, complemented by presentations of good practice and exchange of experiences:

- number of representatives of the target group and stakeholders with enhanced capacity - 300
- number of events to strengthen the capacity of the target group (events, workshops and training courses) - 15 training sessions per project (approx. 20 people per training session)

Part of creating awareness and building cooperation is also the concrete implementation of stakeholder engagement/ activities of partners to their target groups e.g. through joint workshops, networking events, etc. as outlined in D2.3 Cooperation Plan.

Continuous awareness raising helps make available a wide range of information on both the services provided and the related professional aspects of the issue. It also plays an indispensable role in motivating target groups and initiating stakeholder cooperation. For this purpose, the following tools are mainly used:

- websites/1 infopoint – 1 – 5000 visits/year
- direct mailing/newsletter – 4 pieces on 340 contacts/year
- information activities of the region, active cooperation with the media - outreach - 10% of the region's population - 63 000
- social networks - especially professional ones (LinkedIn) - 6 posts/year

The topics of awareness and motivation are based on the materials covered in D.3.1 and D.3.2 Expert materials, methodologies and case studies. They are continuously complemented by good practice, up-to-date information on developments at European/national/regional level and information obtained in the further training of staff and the implementation of the Cooperation Plan:

- examples of good practice and case studies - 10/year
- manuals and procedures - D.3.1 in a simplified, graphically attractive and motivating form, including annexes - 100+ downloads/year
- D.3.2 expert documents on technical options, legislative options and funding opportunities - 100+ downloads/year

#### T.4.2 [Providing consultancy support to the target group - pilot testing of the developed procedures] (OR, UPOL, ICOK, Ensytra):

The LivingLab team's goal is to work with individual institutions and authorities over the long term to maximise energy savings. The sub-steps of the cooperation will depend on the level of readiness of each entity, but in principle the following approach will be preferred:

- data analysis and identification of potential for energy savings through reduction of energy consumption in buildings or through optimisation and efficient use of energy sources - Identification project opportunities
- identification of the potential for the use of renewable energy and the potential for the creation and functioning of local energy communities - identification of complex renovation and integrated renewable energy projects
- setting targets for a given building/organisation
- development of an energy plan and action plan for the implementation of measures leading to the achievement of the set targets - detailed specification of renovation project parameters, their pipeline and identification of funding sources
- participation in the selection and development of technical solutions, legal assistance and financial engineering with emphasis on the use of innovative instruments and non-subsidy financing
- formulation of specifications and selection of contractors, supervision of compliance with contractual conditions
- ongoing evaluation of energy consumption and efficiency of implemented measures - monitoring of the impact of renovations

The emphasis is on validating the full range of services (technical, financial and legal aspects) and services for the

different phases of project preparation (therefore, one of the sub-criteria for selecting suitable projects will be to make the piloting as efficient as possible. At the same time, seeking synergies with the LivingLab ecosystem, linking the demand side and value chain actors is an important aspect of the consultancy activity.

T.4.3 [Evaluation of developed services and tools] (OR, UPOL, ICOK, Ensytra):

An integral part of service provision involves monitoring activities, impacts and obtaining feedback from clients and across the value chain.

A comprehensive and in-depth evaluation is designed between months 28–30, which, on the one hand, summarises and confirms (or adjusts) the changes implemented on an ongoing basis, and, on the other hand, collects available data, analyses it and proposes a comprehensive system adjustment. Over a period of 2 months, with the support of partners and stakeholders, the evaluation and assessment of available data will be carried out, obstacles will be identified and adjustments to the different parts of the consultancy will be proposed.

The activity will result in adapted materials and procedures that form the basis for further service delivery, for further expansion of target groups during the sustainability period and for securing multi-source funding.

The evaluation procedures, the most significant identified needed adjustments and the proposed service improvements will be compiled into an evaluation report, which will both inform Steering Committee decision-making and subsequent work by specialists on adjustments, as well as further replication and sharing based on learning organisation principles.

## Work package WP5 – Communication, dissemination, replication and sustainability

<b>Work Package Number</b>	WP5	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Work Package Name</b>	Communication, dissemination, replication and sustainability		
<b>Start Month</b>	6	<b>End Month</b>	36

### Objectives

The aim of WP5 is:

- to strengthen cooperation at the European level, national and international transfer of best practices and sharing of know-how.
- to ensure sustainability of the project outputs by involving key actors of the Olomouc Region in decision-making within the project, setting conditions for multi-source funding and targeted activities for its development.

Outcomes of WP5 include:

- using international experience to implement and further improve the functioning of the one-stop shop concept and its services.
- targeted dissemination of the project results and experience at the level of other regions in the Czech Republic and at the national level (including the Ministry of Environment).
- ensuring the sustainability of the intermediary structure through political support for its activities and the establishment of highly stable multi-source funding.

### Description

T.5.1 [Disseminating results and promoting replication at the EU level] (OR, UPOL, ICOK, Ensytra) :

Cooperation at the European level, transfer of good practice and sharing of know-how are some of the objectives of the LivingLab. As a result, sharing of good practice and cooperation with projects and initiatives across the EU will be initiated right at the beginning of the project (T.2.1) (see chapter 1.5 and 1.6). The primary objective is to establish cooperation with other LIFE and Horizon projects, and with strong European initiatives and associations such as ManagEnergy and FEDARENE, the Covenant of Mayors and EU Missions. The OR COO, with the support of project partners, will ensure the development of an Exploitation and Replication Plan with an emphasis on:

- monitoring the project outcomes and initiatives and transferring them to the target group through awareness raising, best practices and capacity building;
- active partnership building and involvement of target groups and LivingLab in the implementation of projects at European level (LIFE, Horizon) and initiatives (EU missions, EIB) - 5+ contacts;
- publishing project outcomes in a form suitable for further replication, actively offering them and providing them to established contacts;
- monitoring of developments in other EU and national based projects
- negotiating the development of long-term pipelines through technical assistance in the framework of EIB ELENA/PDA initiatives.

Outcomes of this activity include:

- expanding the knowledge base with the results of European projects and initiatives - 5+/year.
- expanding potential sources of funding from European sources and EIB - 2+/year
- active presentation of project results in the international context and cooperation with other LIFE and Horizon projects - 3+ presentations/year.

T.5 .2 [Replication and dissemination at national level] (OR, UPOL, ICOK, Ensytra):

At the national level, there is a broad debate in the Czech Republic about advisory support for clean energy projects, with different forms of schemes being considered, with varying degrees of centralisation and different sources of funding. The Ministry of the Environment is the coordinator of this activity. Most proposals include a regional/local level of support, i.e. advisory units on the ground, as close as possible to the target group. In addition, the revised EPBD4 will enter into these considerations, further specifying the provision of advisory support in terms of scope and availability, while imposing additional requirements on the condition and renovation of buildings owned and operated by public bodies. The experience gained and the piloted model of a one-stop-shop focused on public buildings will not only become a valuable part of the overall system, but will also form the basis for replication by central government initiatives.

State funding, which is included in these considerations, will help (in addition to the Saving Fund, regional contributions and development projects) to ensure long-term sustainable funding for services. The model of activity and sustainable financing that is created in this project will thus be useful for the development of the concept of regional and local one-stop-shops, contributing to the fulfilment of the potential set out in EPBD4. The Exploitation and Replication Plan at the EU level (T.5.1) is complemented by a dissemination/replication and exploitation component in the Czech Republic.

Through the OR COO and its membership in the Association of Regions of the Czech Republic, as well as through BEN Ensytra's national contacts, the project outcomes will reach all regions of the Czech Republic and many municipalities as an example of good practice:

- documents are being created specifically for this purpose for the project as a whole and for individual sub-themes for further use and dissemination - 20+ with potential for replication
- presentations at conferences and seminars at a national level - 3+/year

Project representatives are expected to present every year at:

- URBIS Smart City Fair BRNO - international fair for SMART cities - 1/year
- other appropriate conferences dedicated to public management in the field of climate and clean energy development of investment opportunities for the transition to clean energy - 2+/year

T.5 .3 [Ensuring the sustainability of the project outcomes and the continued functioning of the structure] (OR, UPOL, ICOK, Ensytra):

Since ensuring the sustainability of the services created and the LivingLab concept as a functional one-stop-shop for public administration is interwoven throughout the entire project setup, the following important aspects are taken into account:

- setting up the functioning of the LivingLab on the basis of best practices;
- the initiation and design of renovation projects within the existing target group, the application of the financing models proposed and tested in WP3;
- monitoring and evaluation - transparency of operation, effectiveness, impact monitoring;
- involvement in the ecosystem of entities cooperating in the Olomouc Region on its development - linking the themes of innovation, sustainability, financing

The basic sustainability of the project outcomes, their continuous publication on the website, etc. remains one of the LivingLab's tasks during the sustainability period.

Part of the operating model being developed under WP2 includes the setting up and practical testing of future multi-source funding for activities, with an emphasis on the Savings Fund as a tool to help finance the preparation of other projects. The specific setup of this fund - i.e. the ratio of the contribution to the fund and the savings realised, the degree of solidarity of various actors, transparent decision-making on the use of the fund resources, the creation of the Investment Fund at the level of the region/supported building operators, getting feedback from the target group, etc. is part of the setup testing, pilot testing and evaluation (D4.5). The evaluated and adapted multi-source financing model is the basis for the setup of the LivingLab operation during the sustainability period.

Considering the needs of other entities, after the evaluation, the intention to extend the LivingLab target group to all levels of public entities in the Olomouc Region, especially local governments/municipalities, is being discussed and considered. At the level of the whole consortium, the replicability of the developed procedures and materials for other target groups, the impact on LivingLab capacities and on the roles of individual consortium members is also discussed. The outcome of the activity will be a codified form of further functioning of the LivingLab, including the obligation to ensure the share of the Olomouc Region and other entities in the financing, an agreement on the possible establishment of a Saving Fund with clearly defined parameters and on the possible expansion of the target group in order to ensure effective support for the implementation of the EPBD4 also at the level of municipalities.

T.5.4 [Communication plan] (OR, UPOL, ICOK, Ensytra)

Communication activities and cooperation with the target group and stakeholders are interwoven throughout the project. To ensure the cohesion and effectiveness of all communication activities, a Communication Plan has been developed to achieve the two main communication objectives of the project:

- to test the LivingLab setup on a sufficient number of specific renovation projects by motivating a sufficient number of building operators in the Olomouc Region;
- to increase awareness of the target group and other stakeholders about energy savings and the use of renewable energy sources.

The means to achieve the first objective is primarily direct communication with the target group through already established contacts. Direct communication includes direct mailing, telephone and personal consultations. The organisation of energy events and seminars to target active building operators and raise their awareness has proved successful in the long term.

The means of achieving the second objective are more general, mainly through the usual channels of communication with key stakeholders and residents of the region. These channels include both passive communication - communication through the web and social networks, use of media published in the Olomouc Region, as well as active communication - direct mailing mediated by BEN and AP, organisation of awareness raising seminars and workshops to raise awareness of the needs of the clean energy transition among all stakeholders, in particular supply chain actors.

All communication activities are planned to lead to the Communication Plan, which coordinates communication throughout the project, and its ongoing evaluation.


T.5.5 [Project final publishable report] (OR)

The project will produce a final publishable report presenting key results and main recommendations for the future. The final publication should be professionally produced, attractive and tailored to the target audience. The content and final draft of the publishable report will be discussed with CINEA before publication.

STAFF EFFORT

Staff effort per participant						
Grant Preparation (Work packages - Effort screen) — Enter the info.						
Participant	WP1	WP2	WP3	WP4	WP5	Total Person-Months
1 - Olomoucký kraj	18.00	18.00	52.00	144.00	10.00	242.00
2 - UP	1.00	1.00	3.00	3.00	1.00	9.00
3 - ICOK	1.00	3.00	6.00	4.00	2.00	16.00
4 - Ensytra s.r.o.	2.00	3.00	3.00	2.00	1.00	11.00
Total Person-Months	22.00	25.00	64.00	153.00	14.00	278.00

## LIST OF DELIVERABLES

<b>Deliverables</b> <i>Grant Preparation (Deliverables screen) — Enter the info.</i> <i>The labels used mean:</i> <i>Public — fully open ( automatically posted online)</i> <i>Sensitive — limited under the conditions of the Grant Agreement</i> <i>EU classified — RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision <a href="#">2015/444</a></i>						
Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D1.1	Project charter, matrix of roles and responsibilities	WP1	1 - Olomoucký kraj	R — Document, report	SEN - Sensitive	1
D1.2	Project quality plan	WP1	1 - Olomoucký kraj	R — Document, report	SEN - Sensitive	3
D1.3	Processes for project financial management	WP1	1 - Olomoucký kraj	R — Document, report	SEN - Sensitive	3
D1.4	Monitoring plan including data tracking tool	WP1	4 - Ensytra s.r.o.	DATA — data sets, microdata, etc	SEN - Sensitive	3
D1.5	Extract of the project data from the LIFE KPI webtool and report	WP1	1 - Olomoucký kraj	R — Document, report	SEN - Sensitive	9
D1.6	Extract of the project data from the LIFE KPI webtool and report	WP1	1 - Olomoucký kraj	R — Document, report	SEN - Sensitive	36
D1.7	Technical progress report	WP1	1 - Olomoucký kraj	R — Document, report	SEN - Sensitive	9
D2.1	Analysis of experience and good practice	WP2	4 - Ensytra s.r.o.	R — Document, report	PU - Public	4
D2.2	LivingLab operational documentation	WP2	1 - Olomoucký kraj	R — Document, report	SEN - Sensitive	6
D2.3	Cooperation plan	WP2	1 - Olomoucký kraj	R — Document, report	PU - Public	6
D2.4	Innovation ecosystem	WP2	3 - ICOK	R — Document, report	PU - Public	9
D2.5	Communication platform	WP2	3 - ICOK	R — Document, report	SEN - Sensitive	9

<b>Deliverables</b> <i>Grant Preparation (Deliverables screen) — Enter the info.</i> <i>The labels used mean:</i> <i>Public — fully open (🚩 automatically posted online)</i> <i>Sensitive — limited under the conditions of the Grant Agreement</i> <i>EU classified — RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision <a href="#">2015/444</a></i>						
Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D3.1	Counselling procedures, standards and checklists	WP3	1 - Olomoucký kraj	R — Document, report	PU - Public	10
D3.2	Expert materials, methodologies and case studies	WP3	1 - Olomoucký kraj	R — Document, report	PU - Public	10
D3.3	Internal team capacity building plan/ implementation report	WP3	2 - UP	R — Document, report	SEN - Sensitive	14
D3.4	Training course including coaching system	WP3	2 - UP	R — Document, report	PU - Public	14
D4.1	Report on pilot testing of services	WP4	4 - Ensytra s.r.o.	R — Document, report	PU - Public	28
D4.2	Report on capacity building and awareness raising	WP4	2 - UP	R — Document, report	PU - Public	36
D4.3	Case studies and examples of good practice	WP4	4 - Ensytra s.r.o.	R — Document, report	PU - Public	36
D4.4	Project website/infopoint	WP4	1 - Olomoucký kraj	DEC — Websites, patent filings, videos, etc	PU - Public	12
D4.5	Comprehensive evaluation report	WP4	1 - Olomoucký kraj	R — Document, report	PU - Public	28
D5.1	Proposal for multi-source financing of the facilitation structure in the Czech Republic	WP5	4 - Ensytra s.r.o.	R — Document, report	SEN - Sensitive	34
D5.2	Exploitation and replication plan	WP5	4 - Ensytra s.r.o.	R — Document, report	SEN - Sensitive	6
D5.3	Presentation (dissemination/ replication in the Czech Republic)	WP5	1 - Olomoucký kraj	R — Document, report	SEN - Sensitive	36

**Deliverables**

*Grant Preparation (Deliverables screen) — Enter the info.*

*The labels used mean:*

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*EU classified —RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision [2015/444](#)*

<b>Deliverable No</b>	<b>Deliverable Name</b>	<b>Work Package No</b>	<b>Lead Beneficiary</b>	<b>Type</b>	<b>Dissemination Level</b>	<b>Due Date (month)</b>
D5.4	Presentation (dissemination/ replication in the EU)	WP5	1 - Olomoucký kraj	R — Document, report	SEN - Sensitive	36
D5.5	Communication plan	WP5	1 - Olomoucký kraj	R — Document, report	SEN - Sensitive	36
D5.6	Final publishable report	WP5	1 - Olomoucký kraj	R — Document, report	PU - Public	34



**Deliverable D1.1 – Project charter, matrix of roles and responsibilities**

<b>Deliverable Number</b>	D1.1	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Deliverable Name</b>	Project charter, matrix of roles and responsibilities		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	1	<b>Work Package No</b>	WP1

Description
The project charter is the basic project document that officially launches the project and sets out its objectives, scope, organisation and key stakeholders. The roles and responsibilities matrix is a tool for defining and sharing information about who is responsible, who is authorised, who should be consulted and who needs to be informed about specific tasks and decisions within the project, in Czech, electronically.

**Deliverable D1.2 – Project quality plan**

<b>Deliverable Number</b>	D1.2	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Deliverable Name</b>	Project quality plan		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	3	<b>Work Package No</b>	WP1

Description
Internal procedures for communication, progress monitoring, quality assurance and risk management; templates and guidelines for presentations, documents, internal status reporting, quality assurance, organisation of meetings and workshops etc., in Czech, electronically.

**Deliverable D1.3 – Processes for project financial management**

<b>Deliverable Number</b>	D1.3	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Deliverable Name</b>	Processes for project financial management		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	3	<b>Work Package No</b>	WP1

Description
Processes and mechanisms to ensure that the financial aspects of the project are properly planned, monitored and controlled, in Czech, electronically.

**Deliverable D1.4 – Monitoring plan including data tracking tool**

<b>Deliverable Number</b>	D1.4	<b>Lead Beneficiary</b>	4 - Ensytra s.r.o.
<b>Deliverable Name</b>	Monitoring plan including data tracking tool		
<b>Type</b>	DATA — data sets, microdata, etc	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	3	<b>Work Package No</b>	WP1

Description			
The monitoring plan is a document defining the strategy and procedures for monitoring key indicators and defining the data monitoring tool, in Czech, electronically.			

### Deliverable D1.5 – Extract of the project data from the LIFE KPI webtool and report

Deliverable Number	D1.5	Lead Beneficiary	1 - Olomoucký kraj
Deliverable Name	Extract of the project data from the LIFE KPI webtool and report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	9	Work Package No	WP1

Description			
Extract of the project data from the KPI webtool and KPI report including explanations and breakdown of impacts by location and economic sectorelectronically on the project web, in English/Czech, electronically.			

### Deliverable D1.6 – Extract of the project data from the LIFE KPI webtool and report

Deliverable Number	D1.6	Lead Beneficiary	1 - Olomoucký kraj
Deliverable Name	Extract of the project data from the LIFE KPI webtool and report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	36	Work Package No	WP1

Description			
Extract of the project data from the KPI webtool and updated KPI report including explanations and breakdown of impacts by location and economic sector electronically on the project web, in English/Czech, electronically.			

### Deliverable D1.7 – Technical progress report

Deliverable Number	D1.7	Lead Beneficiary	1 - Olomoucký kraj
Deliverable Name	Technical progress report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	9	Work Package No	WP1

Description			
Short progress report which will not entail any payment or pre-financing (only the periodic report will) but will allow the Agency to have a dialogue on the advancement of the project and solve any concerns that may arise on both sides, ENG.			

### Deliverable D2.1 – Analysis of experience and good practice

Deliverable Number	D2.1	Lead Beneficiary	4 - Ensytra s.r.o.
Deliverable Name	Analysis of experience and good practice		
Type	R — Document, report	Dissemination Level	PU - Public

<b>Due Date (month)</b>	4	<b>Work Package No</b>	WP2
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Description
Analytical material describing essential features of each solution, comparing their advantages and disadvantages, CZ/ENG, 20 pages, electronic

### Deliverable D2.2 – LivingLab operational documentation

<b>Deliverable Number</b>	D2.2	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Deliverable Name</b>	LivingLab operational documentation		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	6	<b>Work Package No</b>	WP2

Description
Internal documentation and guidelines for the functioning of LivingLab, CZ, 30 pages, electronic form, for internal use

### Deliverable D2.3 – Cooperation plan

<b>Deliverable Number</b>	D2.3	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Deliverable Name</b>	Cooperation plan		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	6	<b>Work Package No</b>	WP2

Description
Proposal for multidisciplinary cooperation at the level of the region, Euroregion, the Czech Republic, sectoral platforms and international initiatives, CZ, 10 pages, electronic form, on-line on the project website

### Deliverable D2.4 – Innovation ecosystem

<b>Deliverable Number</b>	D2.4	<b>Lead Beneficiary</b>	3 - ICOK
<b>Deliverable Name</b>	Innovation ecosystem		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	9	<b>Work Package No</b>	WP2

Description
Database/summary of the innovations and trends system, CZ/ENG, 20 pages, electronic form, on-line on the project website

### Deliverable D2.5 – Communication platform

<b>Deliverable Number</b>	D2.5	<b>Lead Beneficiary</b>	3 - ICOK
<b>Deliverable Name</b>	Communication platform		

<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	9	<b>Work Package No</b>	WP2

Description
Establishing a dialogue between the LivingLab, the business sector and other stakeholders; form and stats are defined, action plan as well, CZ, 10 pages, electronic form, for internal use

### Deliverable D3.1 – Counselling procedures, standards and checklists

<b>Deliverable Number</b>	D3.1	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Deliverable Name</b>	Counselling procedures, standards and checklists		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	10	<b>Work Package No</b>	WP3

Description
Proposal of the advice procedures, templates and checklists, CZ, electronic form, 40 pages.

### Deliverable D3.2 – Expert materials, methodologies and case studies

<b>Deliverable Number</b>	D3.2	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Deliverable Name</b>	Expert materials, methodologies and case studies		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	10	<b>Work Package No</b>	WP3

Description
Comprehensive material of methodological and technical documents, CZ, 120 pages.

### Deliverable D3.3 – Internal team capacity building plan/implementation report

<b>Deliverable Number</b>	D3.3	<b>Lead Beneficiary</b>	2 - UP
<b>Deliverable Name</b>	Internal team capacity building plan/implementation report		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	14	<b>Work Package No</b>	WP3

Description
Material mapping capacity building needs and recording shifts in this area, CZ, electronic form

### Deliverable D3.4 – Training course including coaching system

<b>Deliverable Number</b>	D3.4	<b>Lead Beneficiary</b>	2 - UP
<b>Deliverable Name</b>	Training course including coaching system		

<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	14	<b>Work Package No</b>	WP3

<b>Description</b>
Educational programme (ideally part of the official curriculum within the university), CZ, 100 pages.

### Deliverable D4.1 – Report on pilot testing of services

<b>Deliverable Number</b>	D4.1	<b>Lead Beneficiary</b>	4 - Ensytra s.r.o.
<b>Deliverable Name</b>	Report on pilot testing of services		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	28	<b>Work Package No</b>	WP4

<b>Description</b>
Records of services provided, their scope, subject matter and outcomes, including KPIs, CZ, electronic form

### Deliverable D4.2 – Report on capacity building and awareness raising

<b>Deliverable Number</b>	D4.2	<b>Lead Beneficiary</b>	2 - UP
<b>Deliverable Name</b>	Report on capacity building and awareness raising		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	36	<b>Work Package No</b>	WP4

<b>Description</b>
Internal documentation, attendance lists, feedback documentation, photo-documentation, CZ, electronic form

### Deliverable D4.3 – Case studies and examples of good practice

<b>Deliverable Number</b>	D4.3	<b>Lead Beneficiary</b>	4 - Ensytra s.r.o.
<b>Deliverable Name</b>	Case studies and examples of good practice		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	36	<b>Work Package No</b>	WP4

<b>Description</b>
Elaboration of attractive examples of good practice, 10/year, 3 pages each, electronic form, published online on the project website, CZ/ENG

### Deliverable D4.4 – Project website/infopoint

<b>Deliverable Number</b>	D4.4	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Deliverable Name</b>	Project website/infopoint		

<b>Type</b>	DEC — Websites, patent filings, videos, etc	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	12	<b>Work Package No</b>	WP4

Description
Project website containing attractively processed information about offered services, methodology and other information on the topic of renovation, including news, CZ/ENG, electronic form

### Deliverable D4.5 – Comprehensive evaluation report

<b>Deliverable Number</b>	D4.5	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Deliverable Name</b>	Comprehensive evaluation report		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	28	<b>Work Package No</b>	WP4

Description
Evaluation report containing evaluation of monitoring, feedback and expert opinions, CZ/ENG, 40 pages, electronic, online on the project website

### Deliverable D5.1 – Proposal for multi-source financing of the facilitation structure in the Czech Republic

<b>Deliverable Number</b>	D5.1	<b>Lead Beneficiary</b>	4 - Ensytra s.r.o.
<b>Deliverable Name</b>	Proposal for multi-source financing of the facilitation structure in the Czech Republic		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	34	<b>Work Package No</b>	WP5

Description
Document CZ/ENG, 10 pages, electronic form

### Deliverable D5.2 – Exploitation and replication plan

<b>Deliverable Number</b>	D5.2	<b>Lead Beneficiary</b>	4 - Ensytra s.r.o.
<b>Deliverable Name</b>	Exploitation and replication plan		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	6	<b>Work Package No</b>	WP5

Description
Document CZ/ENG, 10 pages, electronic form

**Deliverable D5.3 – Presentation (dissemination/ replication in the Czech Republic)**

<b>Deliverable Number</b>	D5.3	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Deliverable Name</b>	Presentation (dissemination/ replication in the Czech Republic)		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	36	<b>Work Package No</b>	WP5

Description
Report documenting 12+ regions addressed, 3+ presentations/year, 1 fair/year, electronic form

**Deliverable D5.4 – Presentation (dissemination/ replication in the EU)**

<b>Deliverable Number</b>	D5.4	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Deliverable Name</b>	Presentation (dissemination/ replication in the EU)		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	36	<b>Work Package No</b>	WP5

Description
Report documenting 3+ presentations/5+developing contacts at EU and project level

**Deliverable D5.5 – Communication plan**

<b>Deliverable Number</b>	D5.5	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Deliverable Name</b>	Communication plan		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	SEN - Sensitive
<b>Due Date (month)</b>	36	<b>Work Package No</b>	WP5

Description
Plan describing communication with the target group and stakeholders, objectives and communication tools including monitoring tools, CZ, 20 pages, electronic form

**Deliverable D5.6 – Final publishable report**

<b>Deliverable Number</b>	D5.6	<b>Lead Beneficiary</b>	1 - Olomoucký kraj
<b>Deliverable Name</b>	Final publishable report		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	34	<b>Work Package No</b>	WP5

Description
Report presenting key results, main lessons learned and recommendations for the future, CZ/ENG, 10 pages, electronic form

## LIST OF MILESTONES

Milestones					
Grant Preparation (Milestones screen) — Enter the info.					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
1	The project plan is developed and approved by the Steering Committee and is used to manage the project.	WP1	1 - Olomoucký kraj	D.1.2 Project quality plan	6
2	The project is completed and all planned outputs are achieved.	WP1	1 - Olomoucký kraj	Final report of the project, its outputs and results, D1.6 Extract of the project data from the LIFE KPI webtool	36
3	Mapping of good practice is completed	WP2	4 - Ensytra s.r.o.	Analytical Material D.2.1, CZ/ENG, 20 pages, electronic	4
4	Operational documentation is the basis for the functioning of the LivingLab	WP2	1 - Olomoucký kraj	D.2.2 Operational documentation LivingLab	6
5	Key LivingLab positions are filled	WP2	1 - Olomoucký kraj	Labour law documentation, operational documentation D.2.2 and financial management documents	8
6	The innovation ecosystem is described and ready for application	WP2	3 - ICOK	D.2.4 Report	9
7	Documentation and agreements between partners for the establishment of the communication platform are ready	WP2	3 - ICOK	D2.5 Communication platform	9
8	Materials and procedures for counselling work are developed	WP3	1 - Olomoucký kraj	D3.1 Counselling procedures, standards and checklists. D3.2	10
9	The consulting team is ready to provide consulting services in congruence with established methodologies and procedures	WP3	2 - UP	Record of completion of training in consultants' personnel files/Individual Training Plan	14
10	The initial information campaign is launched	WP4	1 - Olomoucký kraj	Existence of a project website D3.4.	12



Milestones					
Grant Preparation (Milestones screen) — Enter the info.					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
11	Pilot testing of the services has started and is underway	WP4	1 - Olomoucký kraj	Service delivery monitoring system D1.4.	14
12	Evaluation leads to optimisation and improvement of services	WP4	1 - Olomoucký kraj	Comprehensive evaluation report D.4.5	30
13	The potential for multi-source funding is analysed	WP5	1 - Olomoucký kraj	Minutes of SC meetings - internal documentation of the project.	36
14	Materials for replication are ready	WP5	1 - Olomoucký kraj	The materials are published on the web, other documents created and available to the team - internal project documentation.	36

## LIST OF CRITICAL RISKS

Critical risks & risk management strategy			
Grant Preparation (Critical Risks screen) — Enter the info.			
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
1	Inappropriate set-up of project activities – not addressing issues	WP2	The setting up of project activities is based on the long-term experience of the applicant and detailed analyses of the needs of the target groups. The effectiveness and impact of the services will be evaluated during the implementation phase of the project and the detailed setting of services may be modified after mutual agreement of all bodies. (I-5, L-2)
2	Lack of coordination of project activities, failure to achieve objectives	WP1	The project sets up strong management and monitoring of activities. All stages of project management and implementation will be linked by a monitoring system that will allow

<b>Critical risks &amp; risk management strategy</b> <i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
<b>Risk number</b>	<b>Description</b>	<b>Work Package No(s)</b>	<b>Proposed Mitigation Measures</b>
			for evaluation of activities and impacts at many levels and modify them towards greater efficiency and impact in the territory. Responsibilities at all levels are clearly defined. (I-4, L-2)
3	Unclear competences and models of cooperation with partners and stakeholders	WP1, WP2	Already in the project preparation phase, the mutual relationships between the COO and the project partners and stakeholders were defined. Mutual expectations were clarified, an organisational scheme of cooperation was proposed and some relationships were formalised through cooperation contracts, others will be clarified based on specific conditions always with an emphasis on maximum synergy. (I-3, L- 3)
4	Lack of interest in support activities on the part of target groups	WP2, WP4, WP3	The formulation of activities is based on the long-term experience of the applicant and partners in supporting bodies and on thorough analyses, in particular a analysis of energy management and building renovation management. In addition, the project team will be proactive, they will actively search for and initiate suitable pipelines, motivate the bodies to take energy measures through motivation and awareness raising. (I-5, L-2)
5	Insufficient knowledge base, lack of necessary know-how	WP2, WP3	This risk has been eliminated by the involvement of strategic partners in the functioning of the Living Lab, in particular UPOL and Ensytra have the necessary information and experience in building expertise. Further inputs will then be provided by ICOK and stakeholders such as the Confederation of Industry and Commerce. (I-4, L-3)
6	Risk of non-eligibility of costs	WP1	Project costs will be subject to a thorough scrutiny both in terms of the eligibility of the type of costs and their scope. All these activities will be supported by a sufficient audit trail. Responsibilities for approving costs are clearly defined. (I-4, L-2)
7	Lack of funds for pre-financing and co-financing of the project	WP5, WP1, WP2, WP4, WP3	The applicant is a stable financially strong entity -regional government. The pre-financing and co-financing of the project will be provided by this organisation. (I-4, L-1)

TECHNICAL DESCRIPTION (PART B)

COVER PAGE

PROJECT	
Project name:	Energy Living Lab of the Olomouc Region
Project acronym:	LIFE LivingLab
Coordinator contact:	<div></div> Olomouc Region

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#@PRJ-SUM-PS@# [This document is tagged. Do not delete the tags; they are needed for the processing.]

HISTORY OF CHANGES		
VERSION	PUBLICATION DATE	CHANGE



1.0	16 November 2023	Initial version
	17 April 2024	Sections 1.4 and 2.2 were added in the settlement of the Revision Points.
	17 April 2024	Chapters concerning Work packages and Risks were removed and filled in the SYGMA system.
	15. May 2024	Instructions of all chapters were deleted.
	15 May 2024	“Number of actions” on page 7 was completed as “Number of investment actions”
	15 May 2024	“Advisors” on page 14 were replaced by “staff and partners”.
	15 May 2024	“Topic related indicators” were supplemented to “Topic related indicators (value by the end of the project/ value 5 years after the end of the project)”
	30 May 2024	Description of Members of the Consortium was added in Section 5.
	30 May 2024	Table of Contents was actualised.
	17 June 2024	Contact person was changed to [REDACTED]
	17 June 2024	Number of Market stakeholders trained 5 years after end of the project completed within Impacts description.
	17 June 2024	All parts of Timeline were translated to english.

## 1. RELEVANCE

### 1.1 Background and general project objectives

#### Background and general project objectives

Climate change ranks among the greatest challenges which the entire world, including the EU states, are facing. The urgency of its impact has resulted in the gradual increase in commitments and the extent of the proposed solutions. As part of the European Green Deal, the European Commission proposed in September 2020 raising the 2030 greenhouse gas emission reduction target, including emissions and removals, to at least 55 % compared to 1990. In the field of energy efficiency, the Fit for 55 and RePower EU packages<sup>1</sup> propose an energy efficiency target on the level of 13 % by the year 2030 (compared to the 2020 Reference Scenario) and an increase in the speed of renovation of the current building stock by 3 % annually while emphasising deep renovation. The goal of a 42.5 % percentage of consumption for renewable sources of energy should be newly valid.

#### The role of renovation of buildings in achieving the goals – revision of EPBD

The design of the buildings sector is key for achieving any kind of climate goals – buildings are responsible for about 40 % of the EU's total energy consumption, and for 36% of its greenhouse gas emissions. More than 85 % of the EU's building stock was built before 2001. Most of those existing buildings are not energy-efficient. Today, only 11 % of the EU existing building stock undergoes some level of renovation each year. Renovation works only rarely address the energy performance of buildings. The weighted annual energy renovation rate is low at some 1 %. Across the EU, deep renovations that reduce energy consumption by at least 60 % are carried out in only 0.2 % of the building stock per year.<sup>2</sup>

The revised versions of the Energy Efficiency Directive (EED) and the Energy Performance of Buildings Directive (EPBD), in the final phase of revision, are key concerning the area of public

<sup>1</sup> Communication from the Commission of 8 March 2022 to the European Parliament, the European Council, the European Economic and Social Committee and the Committee of the Regions, REPowerEU: Joint European Action for more affordable, secure and sustainable energy, [COM\(2022\) 108 final](#)

<sup>2</sup> Communication from the Commission to the European Parliament, the European Council, the European Economic and Social Committee and the Committee of Regions, A Renovation Wave for Europe - greening our buildings, creating jobs, improving lives, [COM\(2020\) 662 final](#)

buildings and public bodies. The directives formulate the new requirements for construction, renovation and operations of buildings and also emphasise the key role of the public sector. The buildings used by the organs of public power should, according to these directives, be an example concerning environmental and energy dimensions.

The EPBD directive establishes **the specific responsibility of the public sector** to achieve an annual decrease in consumption of energy by 1.9 % (non-public bodies can gradually work towards this goal by the year 2030) and **renovate each year at least 3 %** of the overall surface of the buildings owned by public bodies. All of these new public buildings should be without emissions by the year 2026 and by the year 2032 the same standard should also be achieved with larger reconstruction of public buildings. All public buildings should reach an energy standard of D, at a minimum, by the year 2030. Renovated public buildings are to have their potential optimised for use of solar energy by the year 2027. Intensive emphasis is also placed on the sustainability of mobility including the technical conditions for electromobility as well as taking into account the overall life cycle of the building in relation to CO<sub>2</sub> emissions. Fossil fuels should ideally be completely eliminated from the heating of the building stock by the year 2035.

An essential part of attaining these goals is also support for public bodies when planning and introducing measures aimed at increasing energy efficiency on a regional and local level.

**The public sector is called to play a key role in reducing its energy consumption through building renovations. Preparing a good renovation project, matched with the best financing sources available, is difficult, however, and often very complicated in locations where there is no tradition, technical capacity and experience with such quality projects.**

### **The situation in the Czech Republic – climate commitments, support for savings and the transition to clean energy**

The Czech Republic ranks among those countries which are less active in terms of the climate and which manifest a lower ambition in terms of establishing climate goals. The goals for energy efficiency and renewable energy in the Internal National Plan of the Czech Republic in the area of energy and climate were evaluated as less than ambitious and insufficient in the year 2020 by the European Commission, and this even prior to increasing commitments by means of Fit for 55 and RePower EU. The transposition of the relevant legislation, in particular the package for clean energy for all Europeans, was also shown to not have been performed on time.

The less than active approach of previous Czech governments is also apparent in the long-term absence of answers to key obstacles – the technical standards for renovations, facilitatory structures and programmes for technical assistance are not created on the central level and the key programmes for financing of green transitions are also extremely ineffective from the perspective of technical preparations – operational programmes, the National Programme for Renewal, the Modernization Fund.

**A basic and extremely limited advisory network has only now begun to be formulated for renovation of residential buildings in the Czech Republic. Climate goals are not systematically supported on the level of public administration – on the local and regional levels.**

### **The situation in the Czech Republic – public buildings and trends in the area of renovation**

Those buildings which are not used for housing amount to an overall number of more than 613,000 buildings within the framework of the Czech Republic, out of which 19.7 % are owned by public bodies and consist of 28.7 % of the overall floor spaces of non-residential buildings. This proportion indicates that a high number of large buildings are in public ownership and the impact of their renovation is higher per unit than with renovation of non-residential buildings in other ownerships. The current renovation level for public buildings (renovation rate) is listed in statistical reports as 1.4 %, thereby emphasising that these did not always consist of energy renovations.

As concerns the levels of renovation with a measurable impact on the energy performance of buildings, renovation of a shallow to central level prevail:

- 28.08 % of renovations of public buildings reached energy levels D-G in the years 2017 and 2018,
- 41.03 % of renovations reached C
- and only 30.9 % can be viewed as thorough renovations, in other words attaining the energy levels A or B. The difference in renovations attaining the energy level B is more than ten times higher, however, than the level of renovation attaining energy level A.<sup>3</sup>

**It can therefore be stated that the level of the Czech Republic in terms of the speed of renovations of public buildings has to be more than doubled in order to attain the planned annual renovation rate of 3 %. The proportion of thorough renovations, has to specifically be increased, in other words those which attain the highest energy levels, or alternatively represent zero-energy buildings or energy active buildings.**

### **The Olomouc Region – description of the area, economic and energy characteristics**

The Olomouc Region, situated in the central part of the Czech Republic, has an area of 5,266 km<sup>2</sup> and is home to approximately 633 thousand inhabitants. The economy of the region is based on a balanced combination of industry, services and agriculture. Industry is represented by in particular engineering, food processing and the chemical industry. The importance of agriculture is gradually decreasing along with the proportion of agricultural land in the area of the region. Services, in contrast, are gaining in importance, which profit, among other things, from the growth in the level of education. The Olomouc Region is facing a number of challenges, including the ageing of the population and the departure of young people seeking work. It is still, however, maintaining a stable economic performance and quality of life.

The energy balance for production and consumption of energy for the territory of the region is clearly negative. Energy has to be imported in order to cover the consumption within the territory of the region. The region's dependence on energy imports has decreased, however, over the years. The Olomouc Region covered 51 % of its consumption of energy (electricity and heat) in the year 2013 and it amounted to more than 62 % of the energy consumption of energy for the territory of the region in the year 2020.

The overall consumption of electric energy in the region grew over the years 2015 and 2020 to 123 GWh, which amounts to a growth of 4.1 %. Consumption of electricity in the sector of industry and construction grew the most. A decrease came about, in contrast, in the consumption of electric energy in the sector of trade, transport and services. The expansion of natural gas in relation to the number of consumption points is the second highest in the Czech Republic in comparison with other regions, a growth of 601 GWh in consumption was recorded from the year 2014 to the year 2020.

### **The Olomouc Region – energy consumption, state of buildings**

The Olomouc Region, as a public administration institution, is the administrator of 146 public-benefit organisations which manage an extensive collection of 409 public buildings including schools and educational facilities, health and social services, cultural institutions, etc. within the overall territory of the region.

The administration of the Olomouc Region announced an energy policy in the year 2016 and made a declaration to decrease energy performance and the use of the potential of energy savings. It committed to seeking out new opportunities and to carrying out steps which would lead to increased efficiency of the energy system of the Olomouc Region.

On the basis of this decision, the Olomouc Region should introduce a certified system of management of energy treatment according to the international norms ČSN EN ISO 50 001 as of March 2020. The certification was performed by an independent agency in the buildings of the Regional Office of the Olomouc Region and in public-benefit organisations administered by the Olomouc Region. It currently has available information on the energy balance of the

<sup>3</sup> Long-term strategy of renovation of buildings in the Czech Republic, Ministry of Industry and Trade of the Czech Republic, [https://www.mpo.cz/assets/cz/energetika/energeticka-ucinnost/strategicke-dokumenty/2020/6/\\_20\\_III\\_dlouhodobá\\_strategie\\_renovaci\\_20200520\\_schvalene.pdf](https://www.mpo.cz/assets/cz/energetika/energeticka-ucinnost/strategicke-dokumenty/2020/6/_20_III_dlouhodobá_strategie_renovaci_20200520_schvalene.pdf)

particular buildings and consequently also a basis for a systematic approach to renovation of buildings. The carbon footprint value corresponds to Scope 1 for all of the energy holdings included in EnMS for the year 2020 and was calculated at 25,550 tun CO<sub>2</sub>.

The overall energy reference areas of the building stock is **641,942 m<sup>2</sup>**, and for one building, the average energy reference floor area is **1,560 m<sup>2</sup>**. These consist of large buildings, whose influence on mitigation and adaptation aspects of climate change are significant. According to the Certificate of Building Energy Performance, the energy consumption of the particular buildings is as follows:

- **A – 4** buildings,
- **B – 38** buildings,
- **C – 91** buildings,
- **D – 93** buildings,
- **E – 115** buildings,
- **F – 36** buildings,
- **G – 31** buildings.

For more than half of the buildings (275) the energy consumption is evaluated as unsuitable (D) up to truly uneconomical (G). Gas consumption for heating and other energy needs amounts in these buildings to 72,644 MWh annually. The number of producers of clean energy has not at this point been clearly recorded, but these are only units of production.

Unfortunately, we can observe a gradual decrease in renovation over the years. The number of investments in buildings has been gradually decreasing since 2018, despite the above-described condition of individual buildings. In addition, it cannot be stated that all the investments made are at the same time complex renovations, the cost per investment action rather decreases over time, especially when we take into account inflation and the increase in the price of construction works in connection with the war in Ukraine:

Investments in years	2018	2019	2020	2021	2022	Overall
Number of investment actions*	82	75	52	33	27	
financial volume in thousands of CZK	777,265	626,627	555,071	317,797	394,554	<b>2,671,314</b>
financial volume in thousands of EUR	31,091	25,065	22,203	12,712	15,782	<b>106,853</b>

\* With "investment action", we mean a coordinated activity of energy improvement in a building e.g. insulation of the envelope, replacement of windows and doors, replacement of the power supply, Measurement and Regulation systems, etc.

The reason for the decline in the number is mainly the increasing professional complexity of renovation preparation connected with the requirements of financing entities and the ever higher demands on the final standard of the building after renovation, which makes the preparation and implementation of renovation projects more complex. The decrease in the amount of individual investment is mainly due to the implementation of partial modifications and partial technological solutions at the expense of the overall renovation. The Living Lab will treat this tendency in its implementation by pilot testing of renovation passports.

According to the currently revised directive EPBD 4, one has to take into consideration that :

- the renovated public buildings have to optimise, up to the year 2027, their potential for employment of solar energy,
- the energy consumption of public buildings, minimally in category D, up the year 2030
- public buildings are to undergo more extensive emission-free reconstruction up to the year 2032  
and
- fossil fuels are to be completely eliminated from the housing stock up to the year 2035,





It is therefore apparent that, in light of the building stock of the Olomouc Region along with the way and the speed of planning of their renovation, there needs to be a significant change for these goals to be achieved.

Support for operators of public buildings in realisation of measures involving energy savings and increasing the percentage of clean energy as well as planning and preparation of projects of deep renovation projects of these buildings is a comprehensive and especially demanding task.

According to the above-described European commitments, the speed of renovations of public buildings is to be tripled with significant transformation of the depth of their renovation, speed up the use of solar energy and the departure from the use of fossil fuels for heating. It will be important to strengthen the capacity for realisation of these goals, strengthen the database and include the wider ecosystem of actors connected in the value chain. This is the goal of the creation of the Energy Living Lab, providing a specialised knowledge base, improving capacity and improving the information level among all actors across sectors.

The plan is to expand the activity of the Living Lab in this respect to additional public buildings in the Olomouc Region, during the period of the sustainability of the project, thereby providing needed knowledge and support for municipalities in the Olomouc Region, whereby the above-mentioned commitments, if approved, will also apply.

## 1.2 Specific project objectives

### Specific project objectives

The project aims to:

Establish and develop a sustainable operational model for the Energy Living Lab as a long-term technical assistance capacity to set up, implement and finance comprehensive and ambitious clean transition projects in public buildings within the Olomouc Region with an emphasis on stakeholder involvement and the use of local knowledge and skills.

The specific project objectives are:

- To build expertise and organisational innovations needed for effective project development and strengthen the quality of analysis and comprehensiveness of public building renovation design
- To initiate the ambitious energy renovations of existing public buildings operated by the Olomouc region and public-benefit organisations established by the Olomouc Region, to significantly improve their energy efficiency and reduce greenhouse gas emissions and to better integrate renewable-based heating and cooling as an integral part of public building renovations
- To demonstrate the exemplary role of public authorities in decarbonizing their assets and leading the way towards the European clean energy transition through the ambitious energy renovation projects undertaken and used in communication and awareness raising
- To reduce costs and time and increase the effectiveness of energy renovations through standardised approaches where possible (e.g. standardised contractual arrangements, replication of procedures for buildings of the same type or use) and pilot use of renovation passports
- To create a comprehensive ecosystem for an effective clean energy transition by involving all relevant sectors in the value chain, establishing communication, cooperation and participation in awareness-raising across sectors, establish and test cooperation in financing and exploit synergies on the market



### 1.3 Compliance with LIFE programme objectives and the call topic

#### Compliance with LIFE Programme objectives

According to Article 3 of Regulation (EU) No 2021/783 of the European Parliament and of the Council of 29 April 2021 establishing a Programme for the Environment and Climate Action (LIFE) and repealing Regulation (EC) No 1293/2013 (hereinafter "LIFE Regulation"), *The general objective of the **LIFE Programme** shall be to contribute to the shift towards a sustainable, circular, energy-efficient, renewable energy-based, climate-neutral and resilient economy, in order to protect, restore and improve the quality of the environment, including the air, water and soil, and to halt and reverse biodiversity loss and tackle the degradation of ecosystems, including supporting the implementation and management of the Natura 2000 network, thereby contributing to sustainable development.*

Buildings are responsible for about 40 % of the EU's total energy consumption, and for 36 % of its greenhouse gas emissions from energy; the construction industry is one of the most energy-intensive and environmentally burdensome sectors.

Without effective measures on buildings, it is not conceivable to achieve the EU Climate Plan and other environmental targets. The project is implemented within the framework of the Renovation Wave initiative and will support the shift towards a sustainable, circular, energy-efficient, renewable energy-based, climate-neutral and resilient economy by emphasising:

- energy efficiency first as a horizontal guiding principle of European climate and energy governance, to ensure we only produce the energy we really need
- decarbonisation of heating and cooling and integration of renewables
- affordability, making energy-performing and sustainable buildings widely available, with public buildings serving as an inspiration, an example of good practice
- high health and environmental standards - ensuring high air quality, good water management, disaster prevention and protection against climate-related hazards, removal of and protection against harmful substances

**The Clean Energy Transition sub-programme** aims at *facilitating the transition toward an energy-efficient, renewable, energy-based, climate-neutral and resilient economy by funding coordination and support actions across Europe*. The deep renovation projects pipelines, that the presented proposal aims to generate and support, are an integral and highly desirable part of these processes by:

- supporting the development of regional investment projects by the creation of a capable team providing technical assistance to public institutions
- involving and empowering regional bodies by participation on the Living Lab and creating inspiring examples of good practice, including the involvement of renovated public buildings in energy communities

and

- accelerating technology roll-out, digitalisation, and new services on the market by creating demand for innovative solutions in the deep renovation of public buildings, smart metering and energy consumption monitoring

#### Compliance with the call topic

LIFE-2023-CET-OSS: Integrated services for clean energy transition in buildings

Businesses topic aims at supporting the creation or replication of One-Stop-Shops, proposing integrated services for clean energy transition in buildings and businesses. The aim of the project is to create an innovative one-stop-shop that will help the operators of public buildings in



the Olomouc Region achieve a higher rate of renovation and at the same time achieve a better quality of design, execution energy effective renovation and strengthen the overall fit into the strategic framework of decarbonisation of the Olomouc Region. The involvement of the academic sector (know-how) and the business sector (innovation centre, chambers of commerce) is key, as well as the sharing of experience and education of other public entities and the transfer of good practice to the target group of municipalities.

#SPRJ-OBJ-POS# #CON-MET-CM@#

## 1.4 Concept and methodology

### Concept and methodology

The key problem of the low level and low effectiveness of renovation of public buildings in the Olomouc Region stems from a lack of specialised capacities, integrating deep technical knowledge about buildings, a strategic perspective on decarbonisation and goals linked to the buildings; capable of involving a wide spectrum of stakeholders in its activities.

This is slowed down by the high level of deployment of deep renovation, as well as the larger inclusion of actors across sectors, better use of local potential and also does not contribute to the fulfilment of the role of the public sector as a 'lighthouse', a leader in energy renovation.

The project concept arises from the ideas of the Living Lab, which makes it possible for users and other contributing sides to actively contribute to the development and testing of new services and the solutions in the actual environment:

1. Living Lab involves all of the interested parties – from researchers and bearers of innovation to operators of public buildings up to the particular links in the supply chain. This serves to create a space for communication of ideas and shared development of innovative solutions which correspond better to the actual needs of the users.
2. The formulated approaches and tools for increasing energy efficiency can be tested with concrete examples of buildings and can, in addition to the design, analyse and evaluate concrete implementations. This makes it possible to identify and solve practical problems, which could have been overlooked in laboratories or in theoretical studies.
3. The target groups and additional stakeholders, who are involved in the process, have the possibility to directly influence the final solution, and make use of their knowledge and needs. This can lead to increased participation, better employment of innovative approaches and more sustainable savings.
4. Living Labs are designed in order to be able to quickly react to feedback and the changing needs. This means that the solution to the support of energy efficiency in buildings can be adapted and optimised on an ongoing basis for the best results (flexibility and iterative improvement).
5. This model supports cooperation between various branches and sectors (a multidisciplinary approach), which leads to more holistic and more innovative solutions, which takes into account technical, economic, social and environmental factors.
6. Examples of good practice from the realised projects can be documented and used as powerful evidence or case studies for additional political decision-making and strategic initiatives in the area of energy efficiency.

The existence of Living Lab will help the target group of operators of public buildings of the Olomouc Region and the Region itself as a self-governing entity:

- built up expertise and introduce organisational innovation needed for creating quality projects of renovation of buildings, their design, implementation and linked themes on financing and public procurement

- simplify decision-making and stimulate demand for improvement in the area of energy efficiency and decarbonisation in buildings, and in this manner strengthen the renovation rate

and increase the quality of their design

- create a robust pipeline of investment projects of renovation of public buildings and explore the possibility of financing these kinds of projects apart from grant financing and aggregation of projects into larger units

- simply information provision, awareness and involvement of the relevant actors into the value chain. This is a pilot for application of integrated services which will be an example of good practice and the basis for additional development of a one-stop-shop in the direction of another level of public administration – municipalities

- communicate solutions adjusted to regional conditions, create conditions for replication in additional public administration buildings and across the Czech Republic and the EU.

LivingLab is built as a dynamic ecosystem that supports the vision of decarbonisation and innovation through collaboration and interaction between different stakeholders, enabling rapid adaptation and iteration of product and service development in the real world.

These methodological aspects of LivingLab will be adapted to the needs of the project and the roles of the different stakeholders in the Cooperation Plan (task T.2.4) with a specific focus on innovation (T.2 .5). In cooperation with partners representing different sectors (regional public administration, academic and business sector with emphasis on innovation) and in communication with the target group of public building operators and other stakeholders (**Confederation of Industry and Transport of the Czech Republic, Union of non-governmental non-profit organisations of the Olomouc Region, Regional Network of the National Network of Local Action Groups, responsible ministries**) a precise plan will be developed to iteratively arrive at the design of services and products, and the involvement of the target group and stakeholders.

Procedures will be proposed on how to analyse the needs of the target group, how to align with the objectives of the OR Energy Policy, how to work with the requirements of sectoral guidelines, how to link and engage different sectors, how to concretely exploit the potential of innovation and good practice, and how information is to be communicated and disseminated.

The functioning of the LivingLab will be based mainly on the provision of expert advice on savings, renewable energy, climate and other sectors. In addition, LivingLab will, among other things, focus on the system of innovations and trends. This system will form a prerequisite for the successful implementation of the latest legislative requirements, technological advances, modern practices, collaborative and participatory models, smart solutions and other substantial influences on the LivingLab's decarbonisation efforts on the target group.

The key is to involve the private sector in the opportunity to model the best energy and climate solutions on the region's property with impacts on other target groups. Along with business practices, research activities, including possible prototyping, the work of the LivingLab will also be included. Thus, the established process of LivingLab service delivery towards the region and regional organisations and primarily the service itself will be based on the latest trends and broad possibilities to apply energy and climate solutions in the best possible way.

A communication platform will also be created between LivingLab, innovators and the business sector. The communication platform will **connect stakeholders i.e. public** administrations, innovators, the business sector and the non-governmental sector. They will meet on a regular basis and discuss key issues, opportunities and potential cooperation.

Maintaining an ongoing dialogue with the business (linking to the quadruple helix and RIS3 process, that means Regional innovation strategy of third generation preparation and implementation) and supplier sectors (for the implementation of investment actions) and LivingLab is important to ensure a continuous dialogue and the possibility to implement energy measures in full awareness of what is happening on the market. The communication platform meets regularly to discuss important issues and define tasks in the action plan. It can include organised discussion forums, interactive workshops for actors in the implementation chain (designers, construction company representatives, consultancy institutions in the field of financing and law), training and coaching in ESG (Environmental, Social, Governance principles) and certification, etc. Approximately 10 meetings are expected during the project duration.

## 1.5 Upscaling results of other EU funded projects

### Upscaling results of other EU funded projects

There are a large number of initiatives, which are supposed to help all types of bodies achieve their goals in the area of renovation, on the European level. The outcomes of these projects and initiatives are being actively monitored and will be made use of along with the experience of European leaders in the areas of regional and local support of clean energy projects.

The closest in terms of focus to the submitted projects are PDA/MLEI within the programme Horizon and ELENA financed by EIB. Evaluation reports (for example, *Evaluation of the Project Development Assistance (PDA)*, or Project Development Assistance Lessons learnt from the Covenant of Mayors Community) are valuable sources of experience as well as the experience of more than 150 projects described in the databases of good practice.<sup>4</sup> T.2.1. is focused on the analysis of good practice, and these experiences will also be an important foundation for upscaling and use of further activities.

In order to make use of experience and upscaling, we are monitoring models creating and providing services within the framework of projects, which manifest a structural similarity with our focus, for example, **Ponto Energia** (Horizon 2020), which has the same focus and outline as our submitted project, but has more experience, building upon an already realised project BundleUP. It can also provide open and relevant information about the functionality and effectiveness of supporting processes. **FALCO** (Horizon 2020) provided interesting answers to the issue of financing climate plans – part which is dedicated to support of the municipalities involved in the performed research.

We also intensively analyse the outcomes of the project **MANAGEnergy** (Horizon 2020). Although it is no longer possible to actively participate in Masterclasses, there are a large number of documents available which can be made use of for establishing the functioning of agencies and as the foundation for the basic establishment of a support programme (methodology and consultation leadership). The key document for establishment of the operations remains, however, the depth analysis of the Energy Agencies in Europe.

The **BUILD UP initiative**, which associates a wide knowledge base from throughout Europe, is key in the area of specialised knowledge and the documents concerning how to make building more economical in terms of energy. It will be an important starting point for building up the capacity of internal advisors, as well as for establishing methodological recommendations and consultation services including suitable communication of themes and involvement of the stakeholder in the processes. We are updating the available knowledge base, adjusting to the local conditions and we will provide feedback with the initiative.

The **4RinEU** project, which aims to provide new tools and strategies to encourage large-scale renovation of existing buildings and promote the use of renewable energies, provides comprehensive use when establishing recommended standards, packages of suitable solutions, communication with stakeholders and the creation of an approach to evaluate the effectiveness of the measures. We analyse the earmarked tools, evaluate the suitability of their use in the environment of the South Moravian Region and provide upscaling for the needs of advisory practice.

Collaboration and exchange of experiences will also be sought with RENOPUB projects in Croatia (**CROSS**), Italy (**GASLESS**), Ireland (**TRESS**) and France (**BAOBAP**).

## 1.6 Complementarity with other actions

### Complementarity with other actions

<sup>4</sup> <https://www.eib.org/en/products/advisory-services/elena/>

There are two basic directions established in the project – an emphasis on meeting climate goals in the area of decarbonisation of buildings, on the one hand, and an effort to make use of them in the administration of public affairs with the participation of various sectors, local resources and technological, digital and organisational innovations, on the other.

This will amount to a turning-point impulse on the regional level for propagation and improved quality of public buildings in the Olomouc Region, as the public buildings of the Olomouc Region are distributed throughout the entire territory of the region, including marginal and less developed areas.

Renovation on the national level, which will only come about in connection with the requirements of the Energy Efficiency Directive (EED) and the Energy Performance of Buildings Directive (EPBD), will be an important experience within the Czech Republic, for forming a system of support. The main means here will be the coordinator of these activities on the national level – the Ministry of the Environment.

We will work toward close cooperation with **FEDARENE** (the European network of energy agencies and local/regional authorities) as a bearer of wide know-how concerning treatment and effective functioning of regional energy agencies, hubs and the Living Lab.

In the area of financing, the project is complemented by interventions within the area of **structural and cohesion policy, the Modernization Fund and the EU Resilience and Recovery Facility**, which is focused on investment support for the transition to clean energy. The Czech Republic, however, still lacks effective elements of technical assistance and the ability to work with small bodies/projects and civic participation. Yet another future ambition involves support for the prepared pipelines of projects through one of the programmes of **Project development assistance**, whether as part of LIFE CET or as part of the initiative **EIB ELENA**.

## 1.7 Synergies and co-benefits with other LIFE sub-programmes

### Synergies and co-benefits with other LIFE sub-programmes

The project will in its complete range (as part of the advisory services and its own functioning) implement the principles of “Do no significant harm” and will consequently be able to provide indirect support and the goals of additional sub-programmes of LIFE, in particular:

#### Climate change (mitigation and adaptation)

Energy savings, strengthening renewable resources, change in the fuel base or other measures mitigating climate change, and thus also decreasing emissions of greenhouse gases will always be the goals of the activities of the advisors.

Decreasing the impacts of climate changes (the adaptation perspective) will be taken into consideration everywhere where possible. This is the advantage of the application of comprehensive approaches and processes of deep renovation, which will view the buildings as a whole, and seek out the best possible solution, not only on the level of the particular parameters, but also on their suitable combination (mitigation and adaptation). In accordance with this principle, the adaptation risk (preventing overheating during waves of heat, retention of rain water, for example, on well insulated green roofs, the blue-green infrastructure in the form of green facades, etc.) will be taken into account in accordance with this principle. This will be alongside the decrease in emissions of greenhouse gases (mitigation).

Both benefits will be achieved in the projects under preparation and are partially calculated in the indicators of the project (decreasing production of greenhouse gases). They are partially difficult to quantify as the possibility of use, for example, the adaptation measures in the planned renovations will differ significantly. It can be argued, however, that without the existence of the submitted project, most of the cases would not be considered at all (see, the statistics concerning the depths and complexity of renovations in the Czech Republic).

#### Nature and Biodiversity

The construction and reconstruction of the buildings is currently limited by the requirements for

the medical and environmental safety of all parts and procedures. This is usually specifically in the areas of air, water, noise and light pollution, where an emphasis will be placed, similarly as the establishment of the high standard of management and maintenance.

The comprehensive approaches to renovation which will be recommended in the consultancy, lead among other things to use of the nature close to the facilities – blue-green infrastructures (and also, for example, the expansion of the biotypes of small vertebrates, birds and insects), natural materials and concrete measures concerning the needs of biodiversity (for example, facade booths for nesting of birds).

The project will contribute to the implementation of comprehensive approaches and adherence to legal and non-standard limits and procedures contributing to the protection of nature and support for biodiversity, in particular in the intramural municipalities which are the original biotypes under the greatest threat.

### **Circular Economy and Quality of Life**

The LivingLab staff and partners will also be thoroughly acquainted with the principles of a circular economy. Clients will be informed about the issue of the costs of the life cycle, current developments in the field will be monitored and advice will be provided so as to make use to the maximum extent of circular materials. There will be an emphasis on waste elimination and recycling. This aspect should be of such importance, when making decisions about future investments, that it will contribute to meeting the goals of the Circular Economy and Quality of Life sub-programme.

## **1.8 Synergies and co-benefits with other EU policy areas**

Deep renovation projects have an essential influence on the comprehensive development of all essential areas of quality, safety, and sustainability linked to buildings:

### **High health, social and environmental standards:**

- ensuring high air quality, good water management, disaster prevention and protection against climate-related hazards
- removal of and protection against harmful substances
- fire and seismic safety
- accessibility to achieving equal access including persons with disabilities and senior citizens.

### **Digital transition:**

- smart buildings – savings and better management thanks to smart-metering, monitoring, AI predictions
- smart appliances - efficient production and use of renewables
- smart grids - smart energy distribution systems

### **Cultural heritage:**

- respect for aesthetics and architectural quality
- respect to design, craftsmanship, heritage and public space conservation principles

### **Jobs and growth:**

- renovation works are labour-intensive, create jobs and investments rooted in often local supply chains,
- generate demand for high energy and resource-efficient equipment and bring long-term value to properties
- by 2030 an additional 160,000 green jobs could be created in the EU construction sector through a renovation wave

IEA in Sustainable recovery estimates 12–18 new local jobs per million euro invested.





## 2. IMPACT

### 2.1 Ambition of the impacts

#### Ambition of the impacts

The aim of the project is to create a stable Energy Living Lab with a broad involvement of stakeholders and the innovation ecosystem, so its impact during the project implementation is limited mainly by the space dedicated to the direct preparation of investment projects. Nevertheless, its implementation in the first years already implies mainly positive impacts on the complexity and depth of the renovations and the strengthening of capacities and the whole ecosystem. These impacts will continue to expand in the context of the planned integration of services for other target groups, especially the municipalities of the Olomouc Region.

#### Topic related indicators (value by the end of the project/ value 5 years after the end of the project))

- Number of initial contacts made by the integrated service provider - 200 (project duration) / 401 (5 years sustainability period)
- Number of investment projects (number of public buildings (and floor area) effectively implemented - 50 (78000 m<sup>2</sup>)/125 (75000 m<sup>2</sup>)
- Average conversion rate of initial contacts into effective investments - 25%
- Investments in building energy renovation triggered by the project (cumulative, in million Euro) - 40 Mio. EUR / 80 Mio. EUR
- Average percentage of energy savings per investment project - min. 45%

#### Programme related indicators

- Investments in sustainable energy (energy efficiency and renewables) triggered by the project (cumulative, in million Euro) - already covered as topic-specific indicators, see above.
- Primary energy savings triggered by the project (in GWh/year) - 8 GWh
- Renewable energy generation triggered by the project (in GWh/year) - 6 GWh
- Reduction of greenhouse gases emissions (in tCO<sub>2</sub>eq/year) - 2500

#### KPIs database

- Number of legislation, policies or strategies created/adapted [to include sustainable energy issues] at any governance levels due to the project - 1/1
- Number of innovative products (goods or services), processes and methods launched into the market by the project - 1/1
- Number of innovation real life implementation sites carried out by the project - 20/30
- Number of market stakeholders trained with increased skills and competencies on energy issues due to the project – 300/400

Number of stakeholders reached through media and events during the project - 63000/100 000

- Number of jobs created in FTE - 200/400

### 2.2 Credibility of the impacts

#### Credibility of the impacts

**Number of initial contacts made by the integrated service provider - 200 (project duration) / 401 (5 years sustainability period)**

- During project implementation, **all operators of public buildings of regional character** will be contacted (that means 200 operators), ideally the highest ranking persons of the operating organizations, if necessary also other staff with influence on the operation and renovation of parts of the energy management and individual buildings, communication will be carried out throughout the project implementation, motivation for in-depth renovations will be continuously strengthened, we assume to cover.
- In addition, **decision makers at the local level, mayors of 401 municipalities** in the territory of the region will be approached during the sustainability period; by the time the EPBD4 will have to be transposed into Czech law, they will have a huge need for advice to start implementing its requirements as quickly and efficiently as possible, hence the 401 additional contacts.

**Number of investment projects (number of public buildings (and floor area) effectively implemented - 50 (78000 m2)/125 (75000 m2)**

- The implementation of building modifications in the Czech Republic is a very time-consuming process, requiring a large number of approval procedures from the authorities, and although we will try to make these processes as efficient as possible by using prepared model documents, negotiations with experts and authorities, joint procurement, etc., we must take into account that Living Lab will actually start providing services only in the second year of the project implementation. The focus is on complex renovations, the preparation of which is more complex than for simpler technological projects, and although the Living Lab will look for projects at different stages of preparation so that even in the limited time of the project it will be able to test the full range of services created, it is **realistic to prepare 50 projects in 2 years of full operation** of the Living Lab. In relation to the current pace of implementation of energy investment projects as indicated in the project baseline description, this means in particular **an increase in the share of complex renovations in the total number of investment projects** (27 complex and partial energy renovations in 2022). The average energy reference area of 1 building is 1560 m2.
- It is the Living Lab's ambition to maintain this intensive pace (25 projects/year) in the coming years, even if the target group is expanded to include municipalities and the services provided will have to be further modified according to their needs. **The energy reference area of buildings owned by municipalities is smaller** (approx. 600m2), **therefore the total area of buildings affected by the project will decrease** during the sustainability period, even though more projects will be ready for implementation.

**Average conversion rate of initial contacts into effective investments - 25%**

- The whole project concept is based on intensive work with the target group, awareness raising and capacity building. The persuasive effectiveness will be further strengthened by the tightening conditions imposed by European and national legislation - out of 200 initial contacts and a series of consultations we expect 50 projects of complex renovations to be ready.
- For the same reasons (tightening of conditions, EPBD4 rules), we expect this conversion rate to be maintained in the future expansion of the target group to include municipalities (from 401 initial contacts, at least 100 municipalities will continue in effective investments development, several of them in more than one, that means 125 investment projects).

**Investments in building energy renovation triggered by the project (cumulative, in million Euro) - 40 Mio. EUR / 80 Mio. EUR**

- The amount of investment corresponds to the rate of renovation in the region, taking into account the volatility curve, as prices are constantly changing (labour prices, material prices, interest, etc.).
- Although the price level of construction works is currently very volatile, the analysis of the results of the Operational Programme Environment in the previous programming period shows that the price of one energy renovation is on average above EUR 800.000, the minimum investment tied to 50 implemented renovations is thus at the level of 40mil. This



would be EUR 40 million over the lifetime of the project.

- The amount of investment corresponds to the average size of renovation or installation of technologies on buildings of the region or regional organizations, it can be minimal interventions, but also large investment projects, including the use of EPC, DesignAndBuilt, etc.
- During the sustainability period (5 years) we expect a decrease in the average value of one implemented investment in relation to the reduction in the size of the floor area of buildings renovated by municipalities; on the contrary, it is necessary to take inflation (cumulatively 10%) into account. The average value per investment is therefore around EUR 640,000, with a projected 125 renovations of EUR 80 million..

#### **Average percentage of energy savings per investment project - min. 45%**

- A number of buildings have already been reconstructed in the region in the past. The potential for reducing energy consumption, increasing clean energy production, generally increasing the pace of renovation, which also brings comfort to their users and a healthier climate due to reduced emissions, still exists in the region– there are 115 buildings E label, 36 buildings F and 31 buildings G. That means that here is huge potential for truly in-depth renovations here, with 45% savings achievable and a desirable minimum projected savings.
- In relation to the mapping of the potential the renovations that have already taken place were analysed - Most renovations were up to 40% savings. Only a small proportion of renovations were above 60% savings. The 45% is an average that takes into account the ambition to push renovations above the prevailing 40%, the currently unspecified proportion of historic buildings in the regional building stock, and the condition of the buildings as defined above, which indicates a relatively large savings potential. Although the consultancy services cannot directly secure the investments themselves, they are intended to provide quality background information, advice, guidance or enable the ideal financial strategy to be devised.
- The value is given as a median calculation for potential projects, however, it can range from e.g. just replacing a source including an innovative solution, which will save partial energy as a result, to large renovations with higher potential.

#### **Investments in sustainable energy (energy efficiency and renewables) triggered by the project (cumulative, in million Euro)**

- Already covered as topic-specific indicators, see above.

#### **Primary energy savings triggered by the project (in GWh/year) - 8 GWh**

- Achieving energy savings is a key task of the region's decarbonisation efforts. The targets were derived from the pace of renovations in the region in recent years. The renovation rate is related to a number of objective/most influential (available investment funds, ready projects, technological and construction readiness) and subjective/less influential (market capacity, market prices, quality of supply, human resources, etc.) factors.
- The county and its contributory organisations are planning reconstructions and new installations of various sizes. On average, for several types of renovations or installations, the achievable energy savings over the project period and per year were defined by multiplying the number of buildings included in the indicators and relating them to the energy reference area and to the intended measures.
- From the condition of the buildings, current average consumption, experience with savings, planned savings and planned RES performance we derive an average primary energy saving of 160 MWh per renovation, for the 50 implemented projects this is 8 GWh/year.

#### **Renewable energy generation triggered by the project (in GWh/year) - 6 GWh**

- Increasing the rate of installation of clean renewable energy technologies is another important task for the region, in addition to reducing energy intensity. These include solar energy, electricity production from thermal pumps, wind energy testing, use of biomass, biogas and possibly hydropower. In addition to traditional installations, there will also be

testing of new approaches, modelling the potential of community energy (hence energy sharing), waste heat recovery or energy storage.

- The targets were derived from the rate of increase of RES in the region in recent years. As in the case of energy savings, a myriad of factors play a role, both enabling and hindering the RES targets (project preparation, lack of experts, poor roof statics, complexity of combining energy saving measures and RES, overheated market, late delivery of technologies, cost, etc.).
- The impacts are based on the number and type of buildings, which is also part of the impacts, and it is the median of the size of the roofs and the size of installations and potential of other RES sources (heat pumps) that are 120 KWh per building. For 50 renovations means that 6 GWh/year of RES energy production.

#### **Reduction of greenhouse gases emissions (in tCO<sub>2</sub>eq/year) - 2500**

- The portfolio of buildings that will be subject to the energy reductions that the project will mitigate offers significant potential for emissions reductions.
- The scale of the measures to be implemented will be subject to selection, therefore the impacts of emission reductions are calculated in terms of the source mix (electricity, heat, natural gas) and associated emission factors, the scale of the projects considered and the variation of the measures envisaged. The proposals will be refined during the preparation and implementation of the LivingLab project.

#### **Number of legislation, policies or strategies created/adapted [to include sustainable energy issues] at any governance levels due to the project - 1/1**

- The functioning of the Energy LivingLab will have an impact on the energy policy of the Olomouc Region not only for the duration of the project, but also for its sustainability.

#### **Number of innovative products (goods or services), processes and methods launched into the market by the project - 1/1**

- The overall LivingLab setup is innovative in its concept. There are no one-stop-shops for public administration entities in the Czech Republic at the moment, some regions have their own energy agencies, but the connection of the target group with value chain actors, academia and innovation support is unique in this context and will continue to be maintained in this format even after the end of the project implementation.

#### **Number of innovation real life implementation sites carried out by the project - 20/30**

- The active search for innovations and connecting the innovation ecosystem actors with the target group is a fertile ground for the introduction of innovations into real life implementation, we assume that at least 20 innovative processes and products will be used in real life implementation, but at the same time the project concept is set to maximize the use of innovations and it is therefore likely that these assumptions will still be exceeded.
- The implementation of the projects of the wider target group will create room for additional use of innovations, at least 10 more will be put into real life implementation, while it is still the case that due to the overall project concept, a higher level of innovation involvement can be expected.

#### **Number of market stakeholders trained with increased skills and competencies on energy issues due to the project – 300/400**

- Part of the value of the planned impact indicator is the training of the target group, i.e. those responsible for building management, managers and department heads, officials dealing with county property and county officials, directors of schools, institutes and other buildings, as well as operators or technicians.
- Representatives of supplier or partner organisations are also part of the indicator. This combination builds on LivingLab's activities in connecting public administration, business, innovators and others.
- The value is related to the frequency of seminars and meetings, taking into account the

length of the project, the range of invitees and the issues and practical solutions addressed.

**Number of stakeholders reached through media and events during the project - 63 000/100 000**

- The media outputs of the Region and its active work in the area of informing citizens about energy policy have the potential to reach 10% of the Region's population, i.e. 63,000.
- As the importance of energy issues grows, and as Living Lab's scope expands to include municipal infrastructure, the potential for outreach to at least 100,000 citizens will also grow.

**Number of jobs created in FTE - 200/400**

- According to An EU-wide assessment of National Energy and Climate Plans each €1 million shifted from brown to green energy would create a net increase of five jobs.

**Sources of information**

- Long-term strategy for renovation of buildings in the Czech Republic, Chance for buildings, 05/2020 ( <https://sanceprobudovy.cz/wp-content/uploads/2020/06/strategie-renovace-a-adaptace-budov-kveten-2021.pdf>)
- Survey of the fund of non-residential buildings in the Czech Republic and the possibility of savings in them, Chance for buildings, 05/2020 <http://sanceprobudovy.cz/wp-content/uploads/2018/04/pruzkum-nerezidencnich-budov-v-cr.pdf>)
- the Operational program Environment, call 100 (2018-2019) - detailed overview of the costs of energy saving projects with an indication of the achievement of a relative saving of the delivered energy (non-public information)

EU-wide assessment of National Energy and Climate Plans (<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX%3A52020DC0564>)

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## 2.3 Sustainability of project results

### – Sustainability of project results

Given the scale of the challenges facing the Olomouc region in responding to climate change, and the ambition it sets itself, additional resources will need to be added to this funding. This is actually also what the ManagEnergy analysis (see 1.5) states - moving towards multi-source funding is one of the main recommendations.

Another intention for the effective use of the created capacities and expertise will be the gradual extension of consultancy to other public administration entities, especially municipalities and their associations. In accordance with the revised EPBD, the Living Lab is thus creating a methodological and experience base and a range of services that can influence the territory of the Olomouc Region on a larger scale and initiate changes not only on the region's buildings, but on all public buildings.

The project will consequently analyse and develop other sources of funding for the activities of energy/climate consultants:

- **grants from European resources** (LIFE, Horizon) and initiatives (EU Missions) for innovations, pilots, exchange of experience and further development of activities
- there is a debate **at the national level** about **technical assistance funding** for clean energy projects – agencies like ours are one part of the comprehensive system being debated
- after the start of project preparation and establishment of long-term pipelines for clean energy projects, we will aspire to become the bearer of Project Development

Assistance within the framework of the **EIB ELENA initiative**

- **establishment of a savings fund**, where the agreed percentage of the savings incentivized and delivered by the Living Lab's activities will go. These resources will be used to finance further consultancy, but depending on the scope, can also serve to support participation, energy communities and the fight against energy poverty.

The specific setting of the share of the contribution to the savings fund in relation to the size of the savings generated by the Living Lab consultancy, the situation and condition of the building operator as well as e.g. the location in a peripheral part of the region and the impact on groups of inhabitants at risk of energy poverty will be calculated and discussed in detail within the project to determine the optimal setting.

**The created materials** (methodologies, instructions, templates) will continue to be available online to all interested parties. Thanks to publicly accessible information, awareness will continue to develop and the created materials will be upscaled on the principle of learning by doing.

**Capacity building and participation at the regional level** will create a base of educated stakeholders who will continue to develop renovation projects.

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## 2.4 Exploitation of project results

### Exploitation of project results

Further use of the project outputs is guaranteed, by among other things, the fact that the implementation of the project will massively increase the awareness and motivation of the target group to implement energy renovation projects. In the limited time of the project, with a gradually built team and with a gradually evaluated and adjusted form of services, it will not be possible to satisfy the demand of all buildings operators for services within the framework of piloting the system. In addition, long-term investment pipelines will be developed as part of the project, so these will not be one-time services, but services that include more and more investment activities in the area of clean energy.

There will consequently be over the long-term:

- **dissemination of the results of the project in the Olomouc Region and their use and modification into other services corresponding to the demand of public administration on the local level.**
- **dissemination at the level of the Association of Regions of the Czech Republic** (we will offer them professional know-how directly for their further use and modification), system know-how will be shared with regions and modified for the needs of the other 14 regions).
- involvement in the context of advisory support and technical assistance coordinated at the national level by the **Ministry of the Environment**.

## 2.5 Catalytic potential: Replication and upscaling

### Catalytic potential: Replication and upscaling

The regions and sub-regions in the Czech Republic face similar challenges. Only a small part of regional governments have energy agencies, hubs and Living Labs, and only a small part of these agencies ensure a sufficient range of activities to be able to solve complex climate challenges and support the fulfilment of climate targets regarding buildings.

The knowledge base, model of operations and sustainable financing, that we are creating with this project, will thus be of use **for developing the concept of one-stop-shops on a regional**

**and local level** focused on deep renovation of public buildings and integration of SMART solutions into public buildings operations.

Through membership in the **Association of Regions of the Czech Republic**, the outputs of the project will reach **all regions of the Czech Republic** as an example of good practice and a basis for further replication:

- potentially 14 regional entities in the Czech Republic

Targeted for this purpose, we will process the documents for the project as a whole and for individual sub-themes for further use and upscaling when establishing new one-stop-shops, transforming existing agencies and developing their activities:

- European good practice and models of operation (T.2.1. and 2.2.)
- advisory materials and procedures leading to renovation project pipelines (T.3.1 and 3.2)
- evaluation and suggestions for improvement (T.5.3)

A key role in replication at the Czech level is played by the Ministry of the Environment, it being the entity currently responsible for financing renovation projects and seeking out appropriate ways to support the creation of these projects and their coordination in the overall context of the decarbonisation plans of the Czech Republic.

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### 3. IMPLEMENTATION

#### 3.1 Work plan

##### Work plan

The work plan consists of six work packages in all which are mutually logical and linked in terms of time.

**WP 1 Project management, monitoring and reporting** amount to overall management of a project, beginning with including policy partners in decision-making, to coordination of activities and financial management to personal management and motivation of particular employees in the project.

**WP 2 Development of the Living Lab** is focused on establishment of the organisational structure, staffing of activities, involvement in the ecosystem and innovation, the involvement of stakeholders and on establishing systems for monitoring activity and impacts on the basis of discovery of good practice.

**WP3 Design of services and creation of specialised know-how** is the core of activity, which creates specialised know-how and effective procedures providing advice along with conditions for developing the capacity of the internal team and the target groups.

**WP4 Pilot realisation of services and verifying procedures** makes use of the outputs of WP3 and introduces the created materials and procedures into practice, making use of them for providing services to the target group – identification of potential, motivation, preparation of projects, financial engineering, legislative advice and quality control. The provided services include overall information provision and strengthening the capacity of target groups. The provision of services is divided into two phases of comprehensive analysis and possible modification of the materials.

**WP5 Communication, dissemination, replication and sustainability** are part of the concrete plan for making use of the acquired know-how and experiences when communicating it within the Czech Republic and Slovakia, but also to additional countries by means of specialised trade fairs, conferences and active participation in the events of the Climate Alliance.

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### 3.3 Timetable

ACTIVITIES	YEAR 1				YEAR 2				YEAR 3			
	M1	M4	M7	M 10	M 13	M 16	M 19	M 22	M 25	M 28	M 31	M 34
WP 1 Project management, monitoring and reporting												
T.1.1 [Project Kick-off and basic coordination]												
T.1.2 [Project planning and scheduling]												
T.1.3 [Financial management and budget monitoring]												
T.1.4 [Project management and decision-making]												
T.1.5 [Quality assurance and project monitoring]												
WP 2 Development of LivingLab												
T.2.1 [Mapping of good practice and the potential for replication of practices]												
T.2.2 [Organisational setup of the LivingLab]												
T.2.3 [Staffing of the LivingLab]												
T.2.4 [Participation and stakeholder involvement in the LivingLab]												
T.2.5 [LivingLab Innovation Ecosystem]												

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<b>WP3 Service design and the creation of professional know-how</b>												
<b>T.3.1 [Service design within LivingLab]</b>												
<b>T.3.2 [Creation of professional and methodological documents]</b>												
<b>T.3.3 [Capacity building of the internal team]</b>												
<b>WP4 Pilot implementation of services and testing of LivingLab procedures</b>												
<b>T.4.1 [Capacity building, awareness and motivation]</b>												
<b>T.4.2 [Providing consultancy support to the target group - pilot testing of the developed procedures]</b>												
<b>T.4.3 [Evaluation of developed services and tools]</b>												
<b>WP5 Evaluation of the set system/ modifications</b>												
<b>T.5.1 [Disseminating results and promoting replication at the EU level]</b>												
<b>T.5.2 [Replication and dissemination at national level]</b>												
<b>T.5.3 [Ensuring the sustainability of the project outcomes and the continued functioning of the structure]</b>												
<b>T.5.4 [Communication plan]</b>												
<b>T.5.5 [Project final publishable report]</b>												

### 3.4 Stakeholder engagement

#### Stakeholders engagement

Involving stakeholders supplements the composition of the project consortium with the goal of achieving multi-sector participation.

In relation to the value chain bodies, **the Union of Industry and Transport**, which is the mediator and active initiator linking up business bodies with the potential to participate in renovations of public buildings in the role of designers, suppliers, suppliers of technology and providers of additional supporting services in the area of quality control, financing and other services, supplements the expertise and contacts of ICOK.

The involvement of the public sector and additional actors on the local level in the design of services, exchange of experience and dissemination of good practice, including provisions to less developed regions, will be provided by the **National Network of Local Action Groups**, whose member organisations cover the majority of the territories in the region with seats of up to 20 thousand inhabitants and which can be a key mover of transference of experience to a smaller municipality with a limited capacity for preparation and implementation of its own energy effective renovations.

Participation in civic society and the observation of the fulfilment of public interest will be **guaranteed by the Union of Non-state Non-profit organisations of the Olomouc Region**, which is responsible for organisation of the sector of non-state, non-profit organisations.

Replication throughout the Czech Republic as well as conceptual classification of experience and creation of structures in preparation of a comprehensive system of support for renovation of public buildings is provided by the Ministry of Environment of the Czech Republic as the main bearer of climate policy and the tools of its implementation including financial resources.

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### 3.5 Impact monitoring and reporting

#### Impact monitoring, evaluation and reporting strategy

The mechanism and structure of monitoring and reporting is described in detail in WP1, while monitoring and evaluation of the activities of the project and its quality was also based on the particular activities of the project and are the subject of the feedback of the involved partners and stakeholders on the level of the Steering Committee as well. On the basis of its analysis and evaluation, it accepts the decisions about continuation and possible changes to the project.

The basis of the monitoring of the project is the evaluation of data on the basis of the defined baseline project and with help created by the D.1.5 Dashboard tool for monitoring the impact of the project/tool for working with data.

The COO of the Olomouc Region, which apart from information from the actual process of management of the project (achieving outputs, meeting milestones), is responsible for the monitoring and evaluation of the impacts and also makes use of data and information about the impacts of the project which is provided by the specialised partners within the framework of the activities of the project.

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### 3.6 Communication, dissemination and visibility

#### Communication, dissemination and visibility of funding

The key recipients of information about the project are primarily representatives of the target group, that is representatives of the operators of the buildings of the Olomouc Region and the employees of the Regional Authority responsible for planning and carrying out energy effective



renovations as part of the management of energy. Communication here will take place more or less directly in connection with the offering and provision of advisory services, education and cooperation of sectors on the Living Lab. They are addressed via direct mailing/newsletters, websites, awareness raising events.

Another target group for communication are the stakeholders of the Living Lab, where information by means of the involved partners and supporting organisations is key. The subjects of value chains, innovation, education and participation are addressed via direct communication with project partners and supporters, via websites and social networks, targeted events and networking activities. Provision and monitoring of this contact is part of the agreement with partners and supporting bodies.

Communication with public subjects was essential for further development of the concept during a time of sustainability – in particular municipalities as well as Local Action Groups (LAGs) and volumes of the municipalities – their education, informing and inclusion into the design of services and the business model via websites and social networks, targeted events and networking activities.

A no less specific target group is the general public which receive information in particular from the communication resources of the region – web pages, statements of the regional representatives in the media and on social networks.

All of the information channels and tools will be supplied with elements of mandatory visibility of the projects financed by the LIFE programme.

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## 4. RESOURCES

### 4.1 Consortium set-up

#### Consortium cooperation and division of roles

The consortium composition reflects the model of the Living Lab as the cooperative model of more sectors with maximum use of local resources and capacities. **Palacký University Olomouc** is involved in the area of expertise and data. The contacts and experience of **The Innovation Centre of the Olomouc Region** provide the involvement of the business sector, the value chain and innovation. Consulting for management of energy measures and work with data are provided by the experienced Ensytra advisory company (for detailed information and experiences of the partner, see the participant info).

Additional cooperating bodies enable the inclusion into a national context (Ministry of the Environment) and the fulfilment of the model of the quadruple helix of participation of a strong business base (Association of Industry and Transport of the Czech Republic), the non-profit sector and civic associations (Union of Non-state, Non-profit organisations of the Olomouc Region) along with thorough involvement of both rural and marginal areas (Regional Network of Local Action Groups).

Each of these selected partners/supporting bodies specifically provides contacts with bodies in particular sectors and ensures their participation, education and information. They are also providers of information concerning the needs and challenges which the particular sectors face not only in relation to decarbonisation and the requirements of ESG, but also the overall further development. This is valuable information for both further development and the sustainability of the functioning of the Living Lab, as well as for identification of obstacles on the side of the value chain and the supply capacities.

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## 4.2 Project management

### Project management, quality assurance and monitoring of progress

The mechanism and management structure is described in detail in WP1, while the monitoring and evaluation smoothly flows into the particular activities of the project and culminates in a complex evaluation.

The internal monitoring services are supplemented by the monitoring impacts. The coordinator of the project creates the needed statistics and summaries from the documentation, seeks out unusual inconsistencies and checks for the maintenance of the established reporting standard. By means of the summaries and statistics, the coordinator informs the SC about the course of the realisation of the project, in particular WP 3, and identifies the barriers and potential for further growth in services, their quality and accessibility.

The evaluation of the monitored data takes places as follows:

- analytical and monitoring documentation/feedback of services in the terrain – 1 time every 3 months
- analytical and monitoring documentation/feedback – meeting of SC – 1 time every 6 months
- analytical and monitoring documentation/feedback – management of the project – on an ongoing basis

The management of the project takes place on the basis of approved methodological materials of the region as well as on the basis of administration documents prepared directly for the project, see D.1.1 The project charter, role matrix and responsibilities, D.1.2 the project plan/tool for managing the project, D.1.4 Dashboard for monitoring the budget/tool for financial management of the project.

The tool for monitoring the impact will be created as D.1.5 Dashboard for monitoring the impact of the project /tool for work with data and further developed by the activity of the partner of the project on the level of processing and analysis of big data.

## 4.3 Green management

### Green management

A key part of the green management of the region is its own energy policy, whose strategic goal establishes effective use of energy in buildings, processes and transport of all organisations and bodies in the region. These are included into the System Management of Energy Efficiency, in accordance with the requirements of ČSN EN ISO 50001 Systems of Management of Energy Efficiency.

The Olomouc Region commits itself as part of the energy policy:

- to continually improve energy effectiveness,
- to provide accessibility of information and resources essential for achieving goals,
- to ensure accordance with the relevant legal requirements and additional requirements in the area of energy efficiency, which the organisation has committed itself to,
- to support the purchase of energy efficient products and services,
- to carry out energy saving steps during construction, reconstruction, and operations of buildings or energy efficiency with a view to effective treatment of energy and minimising impacts of energy production on the natural environment.

Another important element consists of support for social and environmental responsibility which is carried out specifically by means of awarding responsible bodies **The Governor's Prize of the Olomouc Region for Social Responsibility**. The Regional Office of the Olomouc Region itself was awarded in the competition of the National Award of Quality of the Czech Republic for

social responsibility and sustainable development.

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## 5. MEMBERS OF THE CONSORTIUM

### 5.1 Participant 1: Olomoucký kraj (Olomouc Region)

Participant 1	
Legal name (short name):	Olomoucký kraj (OR)
Description of participant	
Provide a short description of the participant, with an explanation on how it matches its main role and tasks in the proposal.	
<p>The region is defined by legal act no. 129/2000 Coll., on Regions, as amended (Full text legal act no. 3/2003 Coll.). The region is a public corporation, which has its own property and its own revenues defined by law and manages its own budget under the conditions set by law. The region acts in legal relations on its own behalf and bears liability arising from these relations.</p> <p>The Olomouc region represents one of the NUTS III region and is part of the NUTS II region (Střední Morava) together with the Zlínský region.</p> <p>The region is independently administered by the Regional board of members, other bodies of the region are the Regional council, the Regional governor and the Regional authority. Regional Authority of the Olomouc Region is the main administration body. The Regional authority consists of the Director and the employees of the region assigned to the Regional authority. The Director is responsible for the performance of the tasks entrusted to the Regional authority in both independent and delegated competences. He is appointed (or dismissed) by the Governor with the prior approval of the Minister of the Interior. Individual departments and their divisions are headed by a head. Heads of departments are appointed and dismissed by the Regional Council on the proposal of the Director.</p> <p>The employment relations of the Region's employees are governed in particular by the Labour Code and the Act on Local Government Officials (Act No 312/2002 Coll.).</p> <p>The region protects the public interest in the exercise of its independent competence and delegated competence. The region has to take care of the property, it must be used efficiently and economically in accordance with its interests and tasks arising from its statutory competence. Assets must be protected from destruction, damage, theft or misuse, the region has to value and preserve assets.</p> <p>The region leads the energy and climate policy in the region. It manages the crucial strategies, the Territorial Energy Concept of the Olomouc Region 2017-2040 and the Adaptation Strategy of the Olomouc Region 2023-2030</p> <p>The regional authority has more than 500 employees, 146 organizations established by the Olomouc Region (for the health, social, educational, sports reasons). All based on the legal decision taken by the region authority.</p>	
Key staff	
Provide a short description of the profile of the persons who will be primarily responsible for carrying out the proposed activities.	
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<b>Projects or Activities</b>	
<i>List of up to 5 relevant previous projects or activities, connected to the subject of this proposal.</i>	
<p>Regional authority and particular team was part of the several projects and initiatives such as:</p> <p><u>Projekt CENTURIO</u> (Sustainable Tourism and Environmental Protection in the Autonomous Province of Trento), INTERREG IIIC. It focused on the Sustainable quality tourism as a key tool for regional development, Environmental protection our environment, our capital, Investing in the regions 'economic potential and in their human resources for fostering sustainable self-development and competitiveness, Centurio dissemination conferences and partnership 'bridge' activities.</p> <p><u>Projekt CesR (Interreg IVC)</u> - identification of rural development tools that have a positive impact on employment and services, 2. Exchange of experience in public-private cooperation in rural developmen, Preparation of the Olomouc Region for the post-2013 period in the field of development rural development</p> <p><u>The BIS - RTD (Building and Improving Support for Public RTD Spending)</u> project aims to develop methodologies and frameworks to support public funding for research and technological development also in the energy sector at regional and national level.</p> <p>Regional authority has other experiences with the international project and it implements dozen activity on the regional and national level (e.g. investment projects in the EU funds).</p>	
<b>affiliated Entities / Associated Partners</b>	
<i>Does the participant envisage that part of its work is performed by affiliated entities or associated partners? If yes, please describe the entity / partner, their link to the participant, and describe and justify the tasks foreseen to be performed by them.</i>	
NA	

## 5.2 Participant 2: Univerzita Palackého V Olomouci (University of Palacky in Olomouc)

<b>Participant 2</b>	
<b>Legal name (short name):</b>	Univerzita Palackého v Olomouci (UP)
<b>Description of participant</b>	
<i>Provide a short description of the participant, with an explanation on how it matches its main role and tasks in the proposal.</i>	
<p>The University in Olomouc (hereinafter referred to as "UP") is one of the oldest universities in Central Europe. It was founded in 1573, making it the second-oldest university in the Czech Republic. UP is an important educational and scientific research center offering a wide range of study programs including humanities, natural sciences, social sciences, medicine, and education. UP plays a key role in the social and intellectual life of the city of Olomouc and the Olomouc Region, and it is in the context of fulfilling the "third role" of the university that its involvement in the project is quite appropriate.</p> <p>UP, which has eight faculties divided into different departments and a university institute, has 4,000 employees, and 22,000 students and is housed in 66 buildings. In 2022, UP adopted the UP Sustainability Strategy, which sets out the basic concept and starting points in the main areas of university life and is based on the UN Sustainable Development Goals and the Strategic Plan of the University in Olomouc 2021+. This Strategy sets out three key priority areas (operations and governance; educational and creative activities; social responsibility and the third role of the</p>	



University), the design of which is appropriate to the focus and nature of the potential, activities, and outcomes being addressed. The priority areas are complementary and in some aspects naturally overlap. The Academic Senate of UP has established a Sustainability Commission which monitors the implementation of the strategic objectives. Organistically, centrally under the Rector's Office, under the Strategy and Quality Department, UP has a separate Sustainability Unit, within which the strategic objectives are actively pursued.

It is clear from the above that UP is actively involved in issues that coincide with the objectives of this project.

### Key staff

*Provide a short description of the profile of the persons who will be primarily responsible for carrying out the proposed activities.*

### Projects or Activities

*List of up to 5 relevant previous projects or activities, connected to the subject of this proposal.*

The University is the only one in the Czech Republic to be part of the **AURORA Alliance**, which brings together the following universities: the Vrije Universiteit Amsterdam Netherlands, University of Iceland Iceland, University of East Anglia United Kingdom, University of Duisburg-Essen Germany, University Federico II of Naples Italy, Universitat Rovira i Virgili Spain, Universität Innsbruck Austria, Copenhagen Business School Denmark, Université Paris-Est Créteil France, The Aurora Alliance develops the established Aurora Network of universities, which was established in 2016. Together with the Aurora Alliance's affiliated universities, the member universities have a strong commitment to social impact and community engagement in the region. The affiliated universities collaborate in science, research, teaching, internships, etc., including in the areas of Sustainability and Climate Change, Digitalisation and Global Citizenship, Health and Wellbeing, Culture: Identity and Diversity.

On 17-18 October 2023, the Aurora Olomouc Biannual 2023 meeting was held at the UP with the participation of representatives from 15 countries, focusing on the direction of the alliance in the coming years. A great emphasis was also placed on sustainability issues.

The University is part of the central development project **UNILEAD** (University leaders in SDGs), which aims to support the implementation of the Sustainable Development Goals (SDGs). The project involves 24 Czech universities that are coordinating, sharing experiences and applying sustainability principles in practice within 10 key areas. UP is the guarantor of the area Sustainable mobility of students and staff of universities.

**ARPOK** is an Olomouc-based educational organisation founded by the University. It is dedicated to global development education and teaching about current issues in today's world. It has its own sustainability strategy, an established sustainability committee and a separate sustainability department.

In the "**QS Sustainability Rankings 2023**", where over 700 universities are ranked, the University in Olomouc is one of the four Czech universities that made it into this ranking.

In 2021, UP was included in the international **UI GreenMetric ranking**.



Team member is involved in the **EFLEX energy project supported by the Technology agency** of the Czech Republic.

The University Foundation in Olomouc is involved and trained in Climate Fresk <https://climatefresk.org>.

#### **Preparation of energy audits of all 66 buildings of the university.**

Entered into many cooperation agreements (Memorandum of Understanding) with foreign universities across the world.

The University regularly organizes individual lectures and seminars, addressed to UP students and employees as well as to the public, and awareness campaigns (Car Free Day at UP, Bike to Work Challenge, Public Waste Analysis at UP, Campaign against Food Waste).

The University has study programmes that include topics related to the issue of "sustainability".

#### **affiliated Entities / Associated Partners**

*Does the participant envisage that part of its work is performed by affiliated entities or associated partners? If yes, please describe the entity / partner, their link to the participant, and describe and justify the tasks foreseen to be performed by them.*

NA

### **5.3 Participant 3: Inovační centrum Olomouckého kraje (Innovation Centre of the Olomouc Region)**

<b>Participant 3</b>	
<b>Legal name (short name):</b>	Inovační centrum Olomouckého kraje (ICOK)
<b>Description of participant</b>	
<i>Provide a short description of the participant, with an explanation on how it matches its main role and tasks in the proposal.</i>	
<p>Established by the Olomouc Region and Palacký University for the purpose of developing an innovation ecosystem in the region and supporting business and application of R&amp;D results in practice</p> <p>Our mission is to help people develop sustainable and growing businesses. We fulfill our purpose by helping entrepreneurs in their business, in developing their competitiveness.</p> <p>We support research and development within the Olomouc Region and their application in practice.</p> <p>We create and maintain partnerships between companies and investors, between the public, private, academic and non-governmental non-profit sectors wherever innovation is concerned.</p> <p>We run numerous consultation programs dedicated to support companies' growth e.g. business consultancy, digital transformation and environmental and energetic challenges.</p> <p>Several times a month ICOK also organises handful of events focused on contemporary topics (workshops, congresses)</p>	
<b>Key staff</b>	
<i>Provide a short description of the profile of the persons who will be primarily responsible for carrying out the proposed activities.</i>	
<div style="background-color: black; height: 40px; width: 100%;"></div>	
<div style="background-color: black; height: 40px; width: 100%;"></div>	



<b>Projects or Activities</b>	
<i>List of up to 5 relevant previous projects or activities, connected to the subject of this proposal.</i>	
<p><b>We are part of Ynovate network of nine Czech and Slovak professional innovation centres</b></p> <p>-Aim of this network is to seek synergies, cooperate directly with entrepreneurs, and to share contacts. Together, we support the birth and development of innovative, ambitious, and sustainable businesses.</p> <p><b>ICOK created and operates innovation hub (in-hub) in city of Přerov as its regional branch</b></p> <p>-first choice for start-upers and entrepreneurs from Přerov region. Cowork, ready-made offices and FabLab-like workshop available for creative people. We also provide consultations, events and lectures in in-hub.</p> <p><b>We are funding member of CirclinWater project (EU commission funded)</b></p> <p>-The CirclinWater project represents a unique opportunity for European small and medium-sized enterprises (SMEs) to participate in an innovative industrial project aimed at creating smart and sustainable water solutions for the agri-food sector and energy-intensive industries.</p> <p><b>We are funding member of Go4Cosmetics platform</b></p> <p>Go4Cosmetics highlights the European cosmetics ecosystem with a quadruple helix European cooperation in order to further the interregional collaboration along the cosmetic value chain through Go4Cosmetics and to shape a European cosmetic value chain.</p> <p>-project also connects researchers/academia with companies from cosmetics business including international cooperation</p> <p><b>We are funding member of Water Smart territories platform (WST)</b></p> <p>- The mission of WST partnership is to strengthen innovation capacity of European regions beyond resource efficiency, in order to facilitate new investments based on open innovation infrastructure and new technologies for sustainable water management by clusters in regional ecosystems.</p>	
<b>affiliated Entities / Associated Partners</b>	
<i>Does the participant envisage that part of its work is performed by affiliated entities or associated partners? If yes, please describe the entity / partner, their link to the participant, and describe and justify the tasks foreseen to be performed by them.</i>	
NA	

#### 5.4 Participant 4: Ensytra s.r.o.

<b>PARTICIPANT 4</b>	
<b>Legal name (short name):</b>	Ensytra s.r.o.
<b>DESCRIPTION OF PARTICIPANT</b>	
<i>Provide a short description of the participant, with an explanation on how it matches its main role and tasks in the proposal.</i>	
<p>We are an independent energy consultancy. We have been operating on the market since 2009. Our main activities include:</p>	



- EnergyBroker intelligent system for energy and facility management.
- Implementation of energy management (audits, ISO 50001:2019).
- Support in the development of energy or climate concepts or strategies for building renovation.
- Design of asset passporting and asset registration.
- Project plans in the field of energy saving, photovoltaics, public lighting, clean mobility.
- Grant consultancy (EU funds, national grants and international calls and projects).
- Implementation of phased energy purchases according to the agreed risk management of the purchase.
- Implementation of public procurement and tenders for energy suppliers.
- Provision of external energy and energy manager services according to ISO 50001:2019.

Our major clients include:

- Olomouc Region, Statutory City of Brno, Capital City of Prague.
- Cities of Zlín, Havířov, Olomouc, Prostějov, Kladno, Frýdek Místek, Karlovy Vary, Přešov, Kroměříž, Písek, Valašské Meziříčí.
- Ministry of Social Affairs.
- University Hospital Olomouc, Thomajer Hospital
- Hyundai Motor Manufacturing Czech s.r.o. and other companies.

We have been cooperating with the Olomouc Region since the beginning of our company, since 2018 the Olomouc Region has been using a web application for the implementation of energy management. We continuously provide the Olomouc Region with independent advice in the field of community energy, renewable energy and setting up energy management strategies in the Olomouc Region.

Ensytra will be involved in the project as a partner, which will continuously bring know-how in the field of energy consultancy and the view on energy in general. This is a key element necessary for the creation and subsequent development of the Regional Energy Agency. Methodologically, it will contribute to the effective creation and revision of processes in the Living Lab. Close links to the business sector will also be an important aspect of the collaboration, which Ensytra will facilitate on an ongoing basis. It can substitute for any missing human capacities in the start-up period of the regional energy sector,

## KEY STAFF

*Provide a short description of the profile of the persons who will be primarily responsible for carrying out the proposed activities.*

## PROJECTS OR ACTIVITIES

*List of up to 5 relevant previous projects or activities, connected to the subject of this proposal.*

Responsibility for the implementation of ISO 50001 for the complete energy management of the Statutory City of Brno.

Member of the ISO 50001 implementation team for the complete energy management of the Capital City of Prague responsible for the procedural issues of setting up the implementation process for all comprehensive parts of the energy management.

## AFFILIATED ENTITIES / ASSOCIATED PARTNERS

*Does the participant envisage that part of its work is performed by affiliated entities or associated partners? If yes, please describe the entity / partner, their link to the participant, and describe and justify the tasks foreseen to be performed by*





101167482 – LIFE LivingLab

*them.*

NA

## Detailed Budget Table

### LIFE Energy Living Lab

**Important:**

You may add rows but no additional tabs. This may result in your proposal being considered inadmissible.  
Please ensure that the file can be printed on a format of 1 page wide (number of pages depending on the number of participants).  
Please make sure that the figures in this table are consistent with the total budget provided in part A section 3 of the application.  
In case of inconsistencies, part A will prevail.

### Staff effort allocation

Fill in the effort per work package and Beneficiary/Affiliated Entity.  
Please indicate the number of person-months over the whole duration of the planned work.  
Adapt the columns to the number of work packages in your proposal.  
Identify the work-package leader for each work package by showing the relevant person-month figure in bold.

Participant Number/Short Name	WP1	WP2	WP3	WP4	WP5	WP6	WPx	Total
1. OR	18	18	52	144	10			242
2. UPOL	1	1	3	3	1			9
3. ICOK	1	3	6	4	2			16
4. Ensytra	2	3	3	2	1			11
5.								0
6.								0
7.								0
8.								0
9.								0
10.								0
<b>Total person-months</b>	<b>22</b>	<b>25</b>	<b>64</b>	<b>153</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>278</b>

## Personnel costs

Present your estimated "Personnel costs" split into 3 categories as per the table below. If you do not have any personnel costs falling under "A.4 SME owners and natural person beneficiaries" or "A.5 Volunteers", all personnel costs should be budgeted under "A1. Employees (or equivalent); A2. Natural persons under direct contract and A3. Seconded Persons".

For A.4 SME owners and natural person beneficiaries: please note that as per Annex 2a of the LIFE General Model Grant Agreement (MGA), a unit cost is applied to this cost category. The units are the days spent working on the action (rounded up to the nearest half-day) and the amount per unit (daily rate) is calculated according to the following formula: {EUR 5 080 / 18 days = EUR 282,22 per day} multiplied by {country-specific correction coefficient of the country where the beneficiary is established}

Note that the country specific correction coefficient to use is the one applied for the Marie Skłodowska-Curie Actions (MSCA). Yearly rates are published in the Horizon Europe Work Programme – Marie Skłodowska-Curie Actions under the funding and tender portal Reference Documents (work programme and call documents section), available at <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/reference-documents;programCode=HORIZON>.

For A.5 Volunteer Costs: a unit cost is also applied to this cost category. The units are the days spent working on the action (rounded up to the nearest half-day) and the amount per

Participant Number/Short Name	Country	Number of person months (staff effort per beneficiary)	Average monthly salary rate	A1. Employees (or equivalent) A2. Natural persons under direct contract and A3. Seconded Persons (costs)	A.4 SME owners and natural person (sole trader) beneficiaries (Unit costs in )	Subtotal personnel costs without volunteers (A1 A2 A3 A4) - must be the same as in part A section 3	A.5 Volunteers (Unit costs) must be the same as in part A section 3	Total Personnel costs
1. OR	CR	242	3 306 €	800 000 €		800 000		800 000
2. UPOL	CR	9	3 216 €	28 944 €		28 944		28 944
3. ICOK	CR	16	3 269 €	52 298 €		52 298		52 298
4. ENSYTRA	CR	11	3 391 €	37 300 €		37 300		37 300
5.		0	#####			0		0
6.		0	#####			0		0
7.		0	#####			0		0
8.		0	#####			0		0
9.		0	#####			0		0
10.		0	#####			0		0
<b>Total</b>		<b>0</b>		<b>918 542</b>	<b>0</b>	<b>918 542</b>	<b>0</b>	<b>918 542</b>

## Subcontracting

Give details on subcontracted action tasks (if any) and explain the reasons why (as opposed to direct implementation by the participants).  
**Subcontracting** — Subcontracting means the implementation of action tasks, i.e. specific tasks which are part of the action and are described in Annex 1 of the Grant Agreement.  
*Note: Subcontracting concerns the outsourcing of a part of the action to a party outside the Consortium. It is not simply about purchasing goods or services. We normally expect the participants to have sufficient operational capacity to implement the project activities themselves. Sub-contracting should therefore be exceptional. Include only subcontracts that comply with the rules (i.e. best value for money and no conflict of interest; coordinator tasks can normally not be subcontracted).*

Participant Number/Short Name	Subcontract Description	Cost ( )	WP	Justification (Why is subcontracting necessary )
	<b>Total estimated costs</b>	<b>0</b>		
If subcontracting for the entire project goes beyond 30% of the total eligible costs, give		Insert text		

## Other direct costs

Please complete the table below for each participant. If required add further tables at the end of this work sheet (one per participant).  
Please ensure that sufficient details are provided in part B. For major cost items add lines below, in order to provide a detailed breakdown within one cost category.  
For major items listed in the justification column, indicate the work package to which they belong.  
For equipment and infrastructure, please explain if the cost represents the full cost or the depreciation.

1/OR	Cost ( )	Justification
Travel & subsistence	20 900 €	mapping good practice (T.2.1) /2 national or international consultations - 2 persons á average 400 E = 1600 E) , stakeholder involvement meetings (T.2.4), capacity building events (T.3.3, T.4.1), travel during pilotong of consultancy services within the Olomouc Region (T.4.1) /100 intraregional trips á average109 E = 10 900 E), dissemination of results (T.5.1, T.5.2) and activities organized by CINEA /5 international trips for 2 persons á 600 E = 6 000 E, 4 national trips for 2 persons á 300 E = 2400 E/
Equipment (incl. infrastructure)	-	

Other goods, works and services	38 000 €	rentals, refreshments, technical support for capacity building and networking events (capacity building events (T.3.3, T.4.1) /14 000 E/, tools for realization of Exploitation and Replication Plan, Communication Plan (T.5.1, T.5.4, T.3.2) /9 000 E/, evaluation (T.4.3) /3 000 E/, monitoring (T.1.5) /7 000 E/, audit /5 000 E/
Financial support to third parties	-	
Land purchase	-	
<b>Total</b>	<b>58 900</b>	
<b>2/UPOL</b>	<b>Cost ( )</b>	<b>Justification</b>
Travel & subsistence	- €	
Equipment (incl. Infrastructure)		
Other goods, works and services	8 450 €	capacity building services and events (T.3.3, T.4.1) - expert services, lecturing services, evaluation /8450 E/
Financial support to third parties		
Land purchase		
<b>Total</b>	<b>8 450</b>	
<b>3/ICOK</b>	<b>Cost ( )</b>	<b>Justification</b>
Travel & subsistence		
Equipment (incl. infrastructure)		
Other goods, works and services		
Financial support to third parties		
Land purchase		
<b>Total</b>	<b>0</b>	
<b>4/Ensytra</b>	<b>Cost ( )</b>	<b>Justification</b>
Travel & subsistence		
Equipment (incl. infrastructure)		
Other goods, works and services		
Financial support to third parties		
Land purchase		

Total	0	

## LIFE Programme – Application Forms (Part C – KPI)

Horizontal KPIs for all LIFE applicants (Mandatory to report on all the KPIs of this section).

<b>Innovation</b>  Is your project proposal developing, demonstrating and promoting innovative techniques and approaches? <input checked="" type="radio"/> Yes <input type="radio"/> No	<b>Governance</b>  Is your project proposal improving governance through enhancing capacities of public and private actors and the involvement of civil society? <input checked="" type="radio"/> Yes <input type="radio"/> No	<b>Plans &amp; strategies</b>  Is you project proposal implementing key plans or strategies? <input checked="" type="radio"/> Yes <input type="radio"/> No
<b>Catalytic effect - Financial</b>  Will your project trigger additional investments? <input checked="" type="radio"/> Yes <input type="radio"/> No	<b>Catalytic effect - Spatial</b>  Will the results of your project be replicated beyond its intended geographical scope? <input checked="" type="radio"/> Yes <input type="radio"/> No	<b>Catalytic effect - Thematic</b>  Will the results of your project be replicated (transferred) beyond its intended thematic scope? <input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Catalytic effect - Societal</b>  Will your project : a) Contribute to the development of new or existing national legislation, policies, regulations, incentives and voluntary commitments? b) Achieve a step-change in more effective compliance with and enforcement of Union environmental and climate legislation and/or in policy implementation? c) Achieve a step-change in awareness and support of environmental and climate matters? d) Establish a new macroregional or national model of cooperation (networking)? <input checked="" type="radio"/> Yes <input type="radio"/> No		<b>Rio markers for climate, biodiversity and air quality</b>  Please indicate if your proposal: <ul style="list-style-type: none"> <li>• Has climate change/ biodiversity/ air quality as their primary objective</li> <li>• Has climate change/ biodiversity/ air quality as their secondary objective and provide substantial contributions to these objectives</li> <li>• Does not contribute significantly to climate change/ biodiversity/ air quality</li> </ul> <b>Climate change</b> Primary Objective  <b>Biodiversity</b> Not contributing  <b>Air quality</b> Secondary Objective

Clean Energy Transition – Specific KPIs (Please report on KPIs you consider relevant).

<b>Primary Energy Savings</b>		
Please enter the Primary Energy Savings in GWh/year triggered by the project		
<b>Project-End Value</b>	<b>5 years beyond Project-End Value</b>	<b>Unit</b>
8	9	GWh/year

### Final Energy Savings

Please enter the Final Energy Savings in GWh/year triggered by the project

Project-End Value	5 years beyond Project-End Value	Unit
8	9	GWh/year

### Renewable Energy generation

Please enter the Renewable Energy generation in GWh/year triggered by the project

Project-End Value	5 years beyond Project-End Value	Unit
6	7	GWh/year

### GHG emissions

Please enter the reduction of greenhouse gas emissions in tons of CO2 equivalent per year (tCO2eq/year) triggered by the project

Project-End Value	5 years beyond Project-End Value	Unit
2,500	2,800	tCO2eq/year

### Investments in sustainable energy

Please enter the amount of cumulative investments in sustainable energy triggered by the project

Project-End Value	5 years beyond Project-End Value	Unit
40	80	mEUR

### Legislation And policy

Please enter the number of legislation, policies or strategies created/adapted [to include sustainable energy issues] at any governance levels due to the project

Project-End Value	5 years beyond Project-End Value	Unit
1	1	Number of documents

### Innovation Uptake 1

Please enter the number of products (goods or services), processes and methods launched into the market by the project

Project-End Value	5 years beyond Project-End Value	Unit
1	1	Number of products / processes / methods

### Innovation Uptake 2

Please enter the number of real life implementation sites carried out by the project

Project-End Value	5 years beyond Project-End Value	Unit
20	30	Number of real life implementation sites

### Skills

Please enter the number of market stakeholders trained with increased skills and competencies on energy issues due to the project

Project-End Value	5 years beyond Project-End Value	Unit
300	400	Number of people trained

### Communication

Please enter the number of stakeholders reached through media and events during the project



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Project-End Value	5 years beyond Project-End Value	Unit
63,000	100,000	Number of people

Employment

Please enter the number of jobs created in FTE

Project-End Value	5 years beyond Project-End Value	Unit
200	400	FTE

ANNEX 2

ESTIMATED BUDGET FOR THE ACTION

	Estimated eligible <sup>1</sup> costs (per budget category)										Estimated EU contribution <sup>2</sup>				
	Direct costs									Indirect costs	Total costs	EU contribution to eligible costs			Maximum grant amount <sup>6</sup>
	A. Personnel costs			B. Subcontracting costs	C. Purchase costs			D. Other cost categories		E. Indirect costs <sup>3</sup>		Funding rate % <sup>4</sup>	Maximum EU contribution <sup>5</sup>	Requested EU contribution	
	A.1 Employees (or equivalent)	A.4 SME owners and natural person beneficiaries	A.5 Volunteers	B. Subcontracting	C.1 Travel and subsistence	C.2 Equipment	C.3 Other goods, works and services	D.1 Financial support to third parties	D.2 Land purchase	E. Indirect costs					
	A.2 Natural persons under direct contract														
A.3 Seconded persons															
Forms of funding	Actual costs	Unit costs <sup>7</sup>	Unit costs <sup>7</sup>	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Flat-rate costs <sup>8</sup>					
	a1	a3	a4	b	c1	c2	c3	d1a	d2	e = flat-rate * (a1 + a3 + b + c1 + c2 + c3 + d1a)	f = a + b + c + d + e	U	g = f * U%	h	m
1 - Olomoucký kraj	800 000.00	0.00	0.00	0.00	20 900.00	0.00	38 000.00	0.00	0.00	60 123.00	919 023.00	95	873 071.85	873 071.85	873 071.85
2 - UP	28 944.00	0.00	0.00	0.00	0.00	0.00	8 450.00	0.00	0.00	2 617.58	40 011.58	95	38 011.00	38 011.00	38 011.00
3 - ICOK	52 298.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3 660.86	55 958.86	95	53 160.92	53 160.92	53 160.92
4 - Ensytra s.r.o.	37 300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2 611.00	39 911.00	95	37 915.45	37 915.45	37 915.45
Σ consortium	918 542.00	0.00	0.00	0.00	20 900.00	0.00	46 450.00	0.00	0.00	69 012.44	1 054 904.44		1 002 159.22	1 002 159.22	1 002 159.22

<sup>1</sup> See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules).

<sup>2</sup> The consortium remains free to decide on a different internal distribution of the EU funding (via the consortium agreement; see Article 7).

<sup>3</sup> Indirect costs already covered by an operating grant (received under any EU funding programme) are ineligible (see Article 6.3). Therefore, a beneficiary/affiliated entity that receives an operating grant during the action duration cannot declare indirect costs for the year(s)/reporting period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please immediately contact us via the EU Funding & Tenders Portal for details.

<sup>4</sup> See Data Sheet for the funding rate(s).

<sup>5</sup> This is the theoretical amount of the EU contribution to costs, if the reimbursement rate is applied to all the budgeted costs. This theoretical amount is then capped by the 'maximum grant amount'.

<sup>6</sup> The 'maximum grant amount' is the maximum grant amount decided by the EU. It normally corresponds to the requested grant, but may be lower.

<sup>7</sup> See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

<sup>8</sup> See Data Sheet for the flat-rate.

## **ANNEX 2a**

### **ADDITIONAL INFORMATION ON UNIT COSTS AND CONTRIBUTIONS**

#### **SME owners/natural person beneficiaries without salary**

See [\*Additional information on unit costs and contributions \(Annex 2a and 2b\)\*](#)

#### **Volunteers**

See [\*Additional information on unit costs and contributions \(Annex 2a and 2b\)\*](#)

**ANNEX 3**

**ACCESSION FORM FOR BENEFICIARIES**

**UNIVERZITA PALACKEHO V OLOMOUCI (UP)**, PIC 999649506, established in KRIZKOVSKÉHO 8, OLOMOUC 771 47, Czechia,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101167482 — LIFE23-CET-LIFE LivingLab** ('the Agreement')

**between OLOMOUCKÝ KRAJ (Olomoucký kraj) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('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

6. 8. 2024

**ANNEX 3**

**ACCESSION FORM FOR BENEFICIARIES**

**INOVACNI CENTRUM OLOMOUCKEHO KRAJE (ICOK)**, PIC 888609532, established in 17 LISTOPADU 1230 8A, OLOMOUC 779 00, Czechia,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101167482 — LIFE23-CET-LIFE LivingLab** ('the Agreement')

**between OLOMOUCKY KRAJ (Olomoucký kraj) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('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

11. 7. 2024

**ANNEX 3**

**ACCESSION FORM FOR BENEFICIARIES**

**ENSYTRA SRO (Ensytra s.r.o.)**, PIC 880085269, established in NAM. SVOBODY 931/22, MOHELNICE 789 85, Czechia,

**hereby agrees**

**to become beneficiary**

**in Agreement No 101167482 — LIFE23-CET-LIFE LivingLab** ('the Agreement')

**between OLOMOUCKY KRAJ (Olomoucký kraj) and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('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

4. 8. 2024

ANNEX 4 LIFE MGA — MULTI + MONO

FINANCIAL STATEMENT FOR [PARTICIPANT NAME] FOR REPORTING PERIOD [NUMBER]

	Eligible <sup>1</sup> costs (per budget category)										EU contribution <sup>2</sup>					Revenues
	Direct costs									Indirect costs	Total costs	EU contribution to eligible costs			Total requested EU contribution	Income generated by the action
	A. Personnel costs			B. Subcontracting costs	C. Purchase costs			D. Other cost categories		E. Indirect costs <sup>2</sup>		Funding rate <sup>3</sup>	Maximum EU contribution <sup>4</sup>	Requested EU contribution		
	A.1 Employees (or equivalent)	A.4 SME owners and natural person beneficiaries	A.5 Volunteers	B. Subcontracting	C.1 Travel and subsistence	C.2 Equipment	C.3 Other goods, works and services	D.X Financial support to third parties	D.2 Land purchase	E. Indirect costs						
	A.2 Natural persons under direct contract															
	A.3 Seconded persons															
Forms of funding	Actual costs	Unit costs <sup>5</sup>	Unit costs <sup>5</sup>	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Flat-rate costs <sup>6</sup>						
	a1	a3	a4	b	c1	c2	c3	d1a	d2	e = flat-rate * (a1 + a3 + b + c1 + c2 + c3 + d1a)	f = a+b+c+d+e	U	g = f*U%	h	m	n
XX – [short name beneficiary/affiliated entity]																

The beneficiary/affiliated entity hereby confirms that:

The information provided is complete, reliable and true.

The costs and contributions declared are eligible (see Article 6).

The costs and contributions can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 19, 20 and 25).

For the last reporting period: that all the revenues have been declared (see Article 22).

❶ Please declare all eligible costs and contributions, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Only amounts that were declared in your individual financial statements can be taken into account lateron, in order to replace costs/contributions that are found to be ineligible.

<sup>1</sup> See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules).

<sup>2</sup> If you have also received an EU operating grant during this reporting period, you cannot claim indirect costs - unless you can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please contact us immediately via the Funding & Tenders Portal for details.

<sup>3</sup> See Data Sheet for the reimbursement rate(s).

<sup>4</sup> This is the *theoretical* amount of EU contribution to costs that the system calculates automatically (by multiplying the reimbursement rates by the costs declared). The amount you request (in the column 'requested EU contribution') may be less.

<sup>5</sup> See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

<sup>6</sup> See Data Sheet for the flat-rate.

## ANNEX 5

### SPECIFIC RULES

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

##### **Rights of use of the granting authority on results for information, communication, dissemination and publicity purposes**

The granting authority also has the right to exploit non-sensitive results of the action for information, communication, dissemination and publicity purposes, using any of the following modes:

- **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- **distribution to the public** in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file
- **editing** or **redrafting** (including shortening, summarising, changing, correcting, cutting, inserting elements (e.g. meta-data, legends or other graphic, visual, audio or text elements extracting parts (e.g. audio or video files), dividing into parts or use in a compilation
- **translation** (including inserting subtitles/dubbing) in all official languages of EU
- **storage** in paper, electronic or other form
- **archiving** in line with applicable document-management rules
- the right to authorise **third parties** to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out in this provision
- **processing**, analysing, aggregating the results and **producing derivative works**
- **disseminating** the results in widely accessible databases or indexes (such as through ‘open access’ or ‘open data’ portals or similar repositories, whether free of charge or not.

The beneficiaries must ensure these rights of use for the whole duration they are protected by industrial or intellectual property rights.

If results are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they



comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

## **COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17)**

### **Communication and dissemination plan**

The beneficiaries must provide a detailed communication and dissemination plan, setting out the objectives, key messaging, target audiences, communication channels, social media plan, planned budget and relevant indicators for monitoring and evaluation.

### **Additional communication and dissemination activities**

The beneficiaries must engage in the following additional communication and dissemination activities:

- **present the project** (including project summary, coordinator contact details, list of participants, European flag and funding statement and special logo and project results) on the beneficiaries' **websites** or **social media accounts**
- for actions involving equipment, infrastructure or works, display as soon as the work on the action starts a **printed or electronic sign** of appropriate size, with European flag and funding statement and special logo
- upload the public **project results** to the LIFE Project Results platform, available through the Funding & Tenders Portal .

### **Special logos**

Communication activities and infrastructure, equipment or major results funded by the grant must moreover display the following logo:

- the LIFE Programme logo



and

- for projects in Natura 2000 sites or contributing to the integrity of Natura 2000 network: the Natura 2000 logo



## **SPECIFIC RULES FOR CARRYING OUT THE ACTION (— ARTICLE 18)**

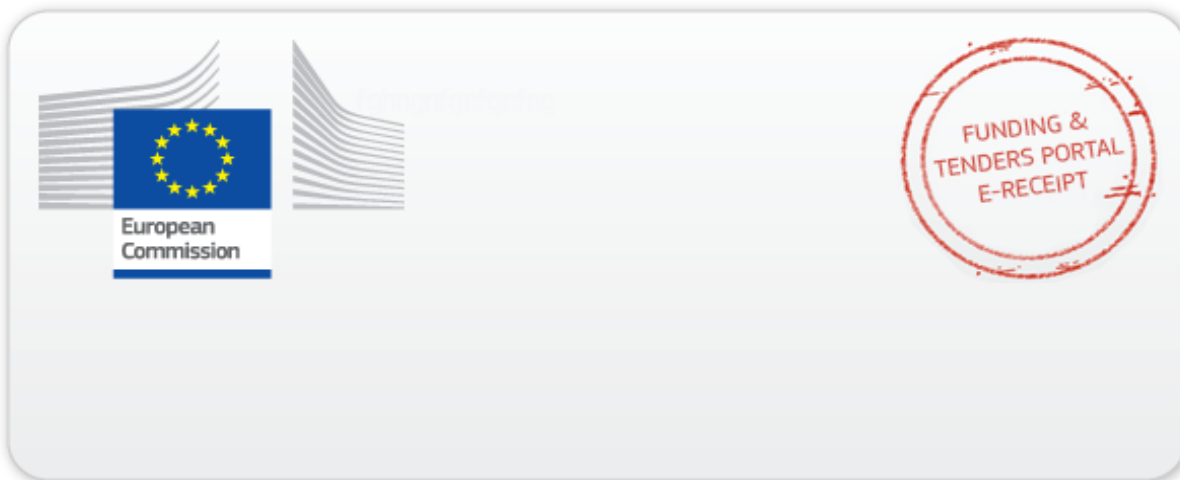
### **Durability**

Unless exempted by the granting authority, beneficiaries of Standard Action Projects, Strategic Nature Projects and Strategic Integrated Projects must commit to continue to use and maintain after the end of the action equipment bought and eligible at full costs, for activities pursuing the action's objectives. Such equipment must be used for these purposes — for at least five years after the end of the action (see Data Sheet, Point 1) or until the end of its economic lifespan (i.e. until it has been fully depreciated) — whichever is earlier.

### **Specific rules for blending operations**

When implementing blending operations, the beneficiaries acknowledge and accept that:

- the grant depends on the approved financing from the Implementing Partner and/or public or private investors for the project
- they must inform the granting authority both about the approval for financing and the financial close — within 15 days
- the payment deadline for the first prefinancing is automatically suspended until the granting authority is informed about the approval for financing
- both actions will be managed and monitored in parallel and in close coordination with the Implementing Partner, in particular:
  - all information, data and documents (including the due diligence by the Implementing Partner and the signed agreement) may be exchanged and may be relied on for the management of the other action (if needed)
  - issues in one action may impact the other (e.g. suspension or termination in one action may lead to suspension also of the other action; termination of the grant will normally suspend and exit from further financing and vice versa, etc.)
- the granting authority may disclose confidential information also to the Implementing Partner.



2. 7. 2024

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This digital signature mechanism, using a public-private key pair mechanism, uniquely binds this eReceipt to the modules of the Funding & Tenders Portal of the European Commission, to the transaction for which it was generated and ensures its full integrity. Therefore a complete digitally signed trail of the transaction is available both for your organisation and for the issuer of the eReceipt.

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