



EUROPEAN CLIMATE, INFRASTRUCTURE AND ENVIRONMENT  
EXECUTIVE AGENCY (CINEA)

CINEA.B – Sustainable networks and investments  
Head of Department

**GRANT AGREEMENT**

**Project 101156888 — 2023-4-CZ-SP-KS**

**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':

**STATUTARNI MESTO OSTRAVA (MO)**, PIC 997802626, established in PROKESOVO NAM 8, OSTRAVA 729 30, Czechia,

Unless otherwise specified, references to 'beneficiary' or 'beneficiaries' include the coordinator and affiliated entities (if any).

If only one beneficiary signs the grant agreement ('mono-beneficiary grant'), all provisions referring to the 'coordinator' or the 'beneficiaries' will be considered — mutatis mutandis — as referring to the beneficiary.

The parties referred to above have agreed to enter into the Agreement.

By signing the Agreement and the accession forms, the beneficiaries accept the grant and agree to implement the action under their own responsibility and in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

The Agreement is composed of:

Preamble

Terms and Conditions (including Data Sheet)

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

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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
The project concerns the construction of a 1300-seat concert hall with the total budget of EUR 116 million in Ostrava, Czechia. The Statutory City of Ostrava (Statutární Město Ostrava) aims to build a new architecturally significant cultural venue with world-class acoustics as an extension of the existing House of Culture. The Ostrava Concert Hall will host the Janáček Philharmonic Orchestra and welcome on its stage musical performers from all over the world. It will also accommodate diverse cultural and educational activities. Through the development of cultural infrastructure, the project aims to contribute to the revitalisation of the former mining city of Ostrava and strengthen its attractiveness to both its inhabitants and visitors. The project is also expected to change the image of the city and improve the quality of life of its residents. Furthermore, the Ostrava Concert Hall has the potential to become one of the most sustainable buildings in Czechia by heavily relying on renewable sources of energy.

Keywords:

- culture, ecology, architecture, development

Project number: 101156888

Project name: Ostrava Concert Hall

Project acronym: 2023-4-CZ-SP-KS

Call: JTM-2022-2025-PSLF

Topic: JTM-2022-2025-PSLF-STANDALONE-PROJECTS

Type of action: JTM Lump Sum Grants

Granting authority: European Climate, Infrastructure and Environment Executive Agency

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

Project starting date: fixed date: 19 September 2023

Project end date: 18 January 2028

Project duration: 52 months

Consortium agreement: Yes

### 2. Participants

List of participants:

N°	Role	Short name	Legal name	Ctry	PIC	Max grant amount
1	COO	MO	STATUTARNI MESTO OSTRAVA	CZ	997802626	21 000 000.00
<b>Total</b>						21 000 000.00

Coordinator:

- STATUTARNI MESTO OSTRAVA (MO)

### 3. Grant

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



Maximum grant amount	Maximum grant amount
21 000 000.00	21 000 000.00

**Grant form:** Lump Sum

**Grant mode:** Action grant

**Budget categories/activity types:** Lump sum contributions

**Cost eligibility options:** n/a

**Budget flexibility:** No

#### **4. Reporting, payments and recoveries**

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

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

##### **4.2 Periodic reporting and payments**

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

Reporting					Payments	
Reporting periods			Type	Deadline	Type	Deadline (time to pay)
RP No	Month from	Month to				
					Initial prefinancing	30 days from entry into force/ financial guarantee (if required) – whichever is the latest
1	1	52	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report

**Prefinancing payments and guarantees:**

Prefinancing payment		Prefinancing guarantee		
Type	Amount	Guarantee amount	Division per participant	
Prefinancing 1 (initial)	14 700 000.00	n/a	1 - MO	n/a

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

Mutual Insurance Mechanism (MIM): No

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

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

No-profit rule: n/a

Late payment interest: ECB + 3.5%

Bank account for payments:

CZ9307100000940003024761 CNBACZPP

Conversion into euros: n/a

Reporting language: Language of the Agreement

**4.3 Certificates** (art 24): n/a

**4.4 Recoveries** (art 22)

**First-line liability for recoveries:**

Beneficiary termination: Beneficiary concerned

Final payment: Coordinator

After final payment: Beneficiary concerned

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

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

Joint and several liability of affiliated entities — n/a

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

**Suspension and termination:**

Additional suspension grounds (art 31)

Additional termination grounds (art 32)

**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 **101156888 — 2023-4-CZ-SP-KS** ('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 lump sum grant for the completion of work packages.

## 5.2 Maximum grant amount

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

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

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

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

Annex 2 also shows the types of contributions (forms of funding)<sup>9</sup> to be used for each work package.

## 5.5 Budget flexibility

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

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

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

## ARTICLE 6 — ELIGIBLE AND INELIGIBLE CONTRIBUTIONS

### 6.1 and 6.2 General and specific eligibility conditions

Lump sum contributions are eligible (‘eligible contributions’), if:

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

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

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<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.

### **6.3 Ineligible contributions**

‘Ineligible contributions’ are:

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

### **6.4 Consequences of non-compliance**

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

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

## **CHAPTER 4 GRANT IMPLEMENTATION**

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

#### **ARTICLE 7 — BENEFICIARIES**

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

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

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

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

The beneficiaries (and their action) must remain eligible under the EU programme funding the grant

for the entire duration of the action. Lump sum contributions will be eligible only as long as the beneficiary and the action are eligible.

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

(a) Each beneficiary must:

- (i) keep information stored in the Portal Participant Register up to date (see Article 19)
- (ii) inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 19)
- (iii) submit to the coordinator in good time:
  - the prefinancing guarantees (if required; see Article 23)
  - the 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>10</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 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

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

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

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

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<sup>10</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.”

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

### **9.3 Subcontractors**

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

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

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

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

### **9.4 Recipients of financial support to third parties**

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

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

## **ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS**

### **10.1 Non-EU participants**

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

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC<sup>11</sup>
- for the controls under Article 25: allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

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<sup>11</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).

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:

- 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 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>12</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).

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

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<sup>12</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).

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>13</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>14</sup>).

They must ensure that personal data is:

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

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<sup>13</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>14</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).



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 and
- (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.

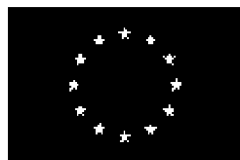
Before engaging in a communication or dissemination activity expected to have a major media impact, the beneficiaries must inform the granting authority.

### 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 the 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 lump sum contributions declared, proper implementation of the action and compliance with the other obligations under the Agreement.

The information provided must be accurate, precise and complete and in the format requested, 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)
  
- (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 (proper implementation of the work and/or achievement of the results as described in Annex 1) in line with the accepted standards in the respective field (if any); beneficiaries do not need to keep specific records on the actual costs incurred.

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, lump sum 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 statement (consolidated statement for the consortium)

The **financial statement** must contain the lump sum contributions indicated in Annex 2, for the work packages that were completed during the reporting period.

For the last reporting period, the beneficiaries may exceptionally also declare partial lump sum

contributions for work packages that were not completed (e.g. due to force majeure or technical impossibility).

Lump sum contributions which are not declared in a financial statement will not be taken into account by the granting authority.

By signing the financial statement (directly in the Portal Periodic Reporting tool), the coordinator confirms (on behalf of the consortium) that:

- the information provided is complete, reliable and true
- the lump sum contributions declared are eligible (in particular, the work packages have been completed, that the work has been properly implemented and/or the results were achieved in accordance with Annex 1; see Article 6)
- the proper implementation and/or achievement 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).

In case of recoveries (see Article 22), beneficiaries will be held responsible also for the lump sum contributions declared for their affiliated entities (if any).

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

The financial statements must be drafted in euro.

### **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.

This will be done on the basis of work packages already completed in previous interim payments. Payments for ongoing/not yet completed work packages which the beneficiary was working on before termination (if any) will therefore be made only later on, with the next interim or final payments when those work packages have been completed.

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, on the basis of the beneficiary’s lump sum contributions for the work packages which were approved in previous interim payments.

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:

$$\left\{ \begin{array}{l} \text{total accepted EU contribution for the beneficiary} \\ \text{minus} \\ \text{prefinancing and interim payments received (if any)} \end{array} \right\}.$$

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**).

### 22.3.3 Interim payments

Interim payments reimburse the eligible lump sum contributions claimed for work packages implemented 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 and the work packages declared. Their approval does not imply recognition of compliance, authenticity, completeness or correctness of their content.

Incomplete work packages and work packages that have not been delivered or cannot be approved will be rejected (see Article 27).

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 first calculate the ‘accepted EU contribution’ for the action for the reporting period, by calculating the lump sum contributions for the approved work packages.

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 eligible lump sum contributions claimed for the implemented work packages (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 and the work packages declared. Their approval does not imply recognition of compliance, authenticity, completeness or correctness of their content.

Work packages (or parts of them) that have not been delivered or cannot be approved will be rejected (see Article 27).

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

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 action for all reporting periods, by calculating the lump sum contributions for the approved work packages.

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

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 lump sum 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 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:

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

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 23.5, 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>15</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 reference rate applied by the European Central Bank (ECB) for its main refinancing operations in euros, plus the percentage specified in the Data Sheet (Point 4.2). The ECB reference rate to be used is the rate in force on the first day of the

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<sup>15</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).

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**

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 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 lump sum 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. 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>16</sup> and No 2185/96<sup>17</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 findings**

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

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

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

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

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

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

### **25.5.2 Extension from other grants**

Findings 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

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<sup>16</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>17</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).

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 lump sum 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, lump sum 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 CONTRIBUTIONS**

#### **27.1 Conditions**

The granting authority will — at interim payment, final payment or afterwards — reject any lump sum 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 lump sum 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 lump sum contributions, it will deduct them from the lump sum 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 (extension of findings; see Article 25.5).

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 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 (extension of findings; see Article 25.5).

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. Moreover, no work may be done. Ongoing work packages must be interrupted and no new work packages may be started.

## 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 (extension of findings; see Article 25.5)
- (c) other:
  - (ii) due to major delays, the objectives of the action risk to no longer be achieved

### 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. Moreover, no work may be done. Ongoing work packages must be interrupted and no new work packages may be started.

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 lump sum contributions for activities implemented before the end of work date (see Article 22). Partial lump sum contributions for work packages that were not completed (e.g. due to technical reasons) may exceptionally be taken into account.

If the granting authority does not receive the report within the deadline, only lump sum contributions which are included in an approved periodic report will be taken into account (no 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
- (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 reports submitted in previous interim payments (i.e. beneficiary's lump sum contributions for completed and approved work packages).

Lump sum contributions for ongoing/not yet completed work packages will have to be included in the periodic report for the next reporting periods when those work packages have been completed.

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; see Article 25.5)
- (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:
  - (ii) due to major delays, the objectives of the action can no longer be achieved

### 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 lump sum contributions for activities implemented before termination takes effect (see Article 22). Partial lump sum contributions for work packages that were not completed (e.g. due to technical reasons) may exceptionally be taken into account.

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 lump sum contributions which are included in an approved periodic report will be taken into account (no 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
- (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 reports submitted in previous interim payments (i.e. beneficiary's lump sum contributions for completed and approved work packages).

Lump sum contributions for ongoing/not yet completed work packages will have to be included in the periodic report for the next reporting periods when those work packages have been completed.

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>18</sup>).

## **SECTION 4 FORCE MAJEURE**

### **ARTICLE 35 — FORCE MAJEURE**

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

‘Force majeure’ means any situation or event that:

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

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

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

## **CHAPTER 6 FINAL PROVISIONS**

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

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

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).

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<sup>18</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).

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>19</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.

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<sup>19</sup> Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).

## **ARTICLE 39 — AMENDMENTS**

### **39.1 Conditions**

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

Amendments may be requested by any of the parties.

### **39.2 Procedure**

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

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

The request for amendment must include:

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

The granting authority may request additional information.

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

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

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

## **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



ANNEX 1



## **Just Transition Mechanism (JTM)**

### **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.*

<b>PROJECT</b> <i>Grant Preparation (General Information screen) — Enter the info.</i>	
<b>Project number:</b>	101156888
<b>Project name:</b>	Ostrava Concert Hall
<b>Project acronym:</b>	2023-4-CZ-SP-KS
<b>Call:</b>	JTM-2022-2025-PSLF
<b>Topic:</b>	JTM-2022-2025-PSLF-STANDALONE-PROJECTS
<b>Type of action:</b>	JTM-LS
<b>Service:</b>	CINEA/B/02
<b>Project starting date:</b>	fixed date: 19 September 2023
<b>Project duration:</b>	52 months

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## 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.*

The project concerns the construction of a 1300-seat concert hall with the total budget of EUR 116 million in Ostrava, Czechia. The Statutory City of Ostrava (Statutarni Mesto Ostrava) aims to build a new architecturally significant cultural venue with world-class acoustics as an extension of the existing House of Culture. The Ostrava Concert Hall will host the Janáček Philharmonic Orchestra and welcome on its stage musical performers from all over the world. It will also accommodate diverse cultural and educational activities.

Through the development of cultural infrastructure, the project aims to contribute to the revitalisation of the former mining city of Ostrava and strengthen its attractiveness to both its inhabitants and visitors. The project is also expected to change the image of the city and improve the quality of life of its residents. Furthermore, the Ostrava Concert Hall has the potential to become one of the most sustainable buildings in Czechia by heavily relying on renewable sources of energy.

## LIST OF PARTICIPANTS

### PARTICIPANTS

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

Number	Role	Short name	Legal name	Country	PIC
1	COO	MO	STATUTARNI MESTO OSTRAVA	CZ	997802626

## LIST OF WORK PACKAGES

<b>Work packages</b>						
<i>Grant Preparation (Work Packages screen) — Enter the info.</i>						
<b>Work Package No</b>	<b>Work Package name</b>	<b>Lead Beneficiary</b>	<b>Effort (Person-Months)</b>	<b>Start Month</b>	<b>End Month</b>	<b>Deliverables</b>
WP1	Project implementation phase I – Land preparation works	1 - MO	0.00	1	11	D1.1 – Certificate of completion of works and technical compliance for land preparation works (construction phase I)
WP2	Project implementation phase II – Construction works	1 - MO	0.00	1	52	D2.1 – Certificate of completion of works and technical compliance for construction works ( construction phase II)
WP3	Acquisition of music equipment and furniture	1 - MO	0.00	17	52	D3.1 – Certificate of acceptance of equipment - audiovisual technology D3.2 – Certificate of acceptance of equipment – organ D3.3 – Certificate of acceptance of equipment - furniture
WP4	Project management and communication	1 - MO	0.00	1	52	D4.1 – 1st Annual progress report D4.2 – 2nd Annual progress report D4.3 – 3rd Annual progress report D4.4 – Project communication plan

## Work package WP1 – Project implementation phase I – Land preparation works

<b>Work Package Number</b>	WP1	<b>Lead Beneficiary</b>	1 - MO
<b>Work Package Name</b>	Project implementation phase I – Land preparation works		
<b>Start Month</b>	1	<b>End Month</b>	11

### Objectives

The objective of WP1 is to carry out the land preparation works, including laying down the foundation and relocation of utility networks.

### Description

#### Activities

- Excavation works
- Demolition works
- Cutting down greenery
- Foundation works
- Works on translocation of existing engineering networks
- Works on new external utility networks and connections
- Digging geothermal wells
- Works for the preparation of rainwater accumulation
- Construction works on related water management facilities
- Engineering works for technical and safety supervision

The construction works will be implemented by the selected contractor.

#### Tasks

This WP includes the following tasks carried out by the beneficiary or the construction contractor or other contractors:

The construction contractor's tasks include:

- Securing the construction site from the public
- Clearing the construction site from debris and any trees (replacement planting is planned when the construction is completed)
- Demolition of the current amphitheatre behind the House of Culture building
- Relocation, disruption, and expansion of utility networks
- Construction of rainwater drainage and sewage system
- Construction of a new water supply system
- Excavation of 110 geothermal wells
- Installation of an accumulation tank for rainwater harvesting
- Excavation and securing of the construction pit
- Excavation and securing of the construction foundation

The tasks of other contractors include:

- Technical and safety engineering supervision provided by the construction supervisor
- The author's design supervision carried out by the developers of the project documentation
- Processing of the documentation for the construction (as-built drawings) according to the national legislation

The beneficiary's tasks include:

- Approval of selected building elements (relocation and connection of utility networks) by the building authority
- Handover to the project implementation phase II - construction works

#### Expected results

The following results are expected:

- Land prepared for construction works phase II
- Foundation laid down
- Construction pit secured

- External utility networks and connections for the concert hall prepared
- Approx. 110 geothermal wells excavated
- Accumulation tank prepared for connection to the water pump and irrigation system
- Technical, environmental and safety compliance of the construction site ensured

Expected benefits

The following benefits are expected:

- Use of energy from renewable sources (geothermal wells prepared for the installation of ground-water heat pumps)
- Rainwater harvesting and utilisation
- Modernisation of utility networks

## Work package WP2 – Project implementation phase II – Construction works

<b>Work Package Number</b>	WP2	<b>Lead Beneficiary</b>	1 - MO
<b>Work Package Name</b>	Project implementation phase II – Construction works		
<b>Start Month</b>	1	<b>End Month</b>	52

### Objectives

The objective of WP1 is to build a 1300-seat Concert Hall with world-class acoustics as an extension of the existing House of Culture in the city of Ostrava.

### Description

Activities

This WP includes all activities related to construction of the Concert Hall, including:

- Selection of a contractor for the construction of Ostrava Concert Hall
- Construction of the Ostrava Concert Hall:
  - o Construction work on the 1st floor
  - o Construction work on the reinforced concrete structure above the 5th above-ground floor
  - o Construction work on the upper part of the reinforced concrete structure
  - o Work on the steel structure of the roof (Gridshell)
  - o Finishing works (facade, electrotechnical installations, interior work, technical equipment, built-in furniture)
  - o Urban development of the surroundings
- Engineering works for technical and safety supervision
- Test operation of the building

The construction works will be carried out by the selected contractors.

Tasks

This WP includes the following tasks carried out by the beneficiary or the construction contractor or other contractors:

The beneficiary's tasks include:

- Approval of the public contract for construction works in the City Council
- Tender procedure for the public contract for construction works
- Signing the contract with the selected contractor
- Accepting the handover of the completed construction works

The construction contractor's tasks include:

- Excavation of the remaining 15 geothermal wells
- Construction of the substructure of approx. 1 467 m<sup>2</sup> – underground floor (only in the northern part of the building) and 1st above-ground floor (ground floor)
- Construction of reinforced concrete structures up to the 5th above-ground floor (which includes the concert hall) – a system of reinforced concrete walls, columns and ceiling slabs) with two escalators.



- Construction of the upper part of the reinforced concrete structure in the upper part of the hall - curved shell of the ceiling of the concert hall
- Steel construction of the roof (so-called Gridshell) with the use of materials with a low heat transfer coefficient
- Installation of approx. 2 230 m<sup>2</sup> of glass facades, including skylights, with the use of materials with a low heat transfer coefficient (insulating triple glazing), titanium sheet and aluminium sheet. Daylight will be used as the primary light source in the building in daytime.
- Installation of technical equipment: ventilation system, underfloor heating system, measurement and regulation systems, water distribution and sewerage, sanitary equipment, fire alarm system and emergency sound system
- Electrical installations - wiring, assembly, low current and high current connection
- Connection to utility networks: heating and ventilation to the ground-water heat pump system; water and waste networks, photovoltaic system (approx. 392 photovoltaic panels will be placed on the roof of the House of Culture building); optics + Wi-Fi
- Finishing construction works inside the building
- Installation of built-in furniture: seats in the auditorium, bar counter, dressing room equipment
- Modification of the building's surroundings: paved surfaces (walkways, roads); new lawn and water area (approx. 700 m<sup>2</sup>); outdoor furniture; new trees and shrubs; area lightning; irrigation system
- Accessibility of the building and outdoor areas: paved access areas supplemented with guidelines and warning strips, floors connected by elevators, barrier-free sidewalks and ramps, an induction loop for the hearing-impaired people and a multi-channel wireless set.
- Test operation run by the contractor to verify the functionality and properties of the completed construction according to the project documentation.

The tasks of other contractors include:

- Technical and safety engineering supervision provided by the construction supervisor
- The author's design supervision carried out by the developers of the project documentation
- Processing of the documentation for the construction (as-built drawings) according to national legislation on the documentation of buildings
- Approval by the building authority
- Handover of the building to the beneficiary

Expected results

The following results are expected:

- A 5-level concert hall with around 1300 seats and a total area of approximately 13 200 m<sup>2</sup> built in Ostrava built as per the specifications agreed in the tender/contract and in compliance with all national standards and legislation, including energy efficiency and accessibility.
- The new building connected to renewable energy sources (photovoltaics, geothermal wells) and reaching a high energy standard B (very economical).
- The interior of the concert hall ready for the installation of audio-visual equipment, an organ and furniture.

Expected benefits

The following benefits are expected:

- Economic revitalisation of the former mining city of Ostrava
- Improvement of life quality of Ostrava residents
- Development of cultural infrastructure in Ostrava
- Expansion of the cultural scene in Ostrava by increasing the number of local and international music performances as well as cultural and educational activities
- Attractiveness of the city and tourism increased through the creation of a new cultural and architectural landmark of Ostrava. The number of visitors is expected to reach 150 000 visitors per year (min. 10% from abroad)
- Sustainability ensured through the construction of an energy-efficient concert hall with high environmental standards.
- Diversity and inclusion ensured through increased accessibility measures and gender-balanced employment.

### Work package WP3 – Acquisition of music equipment and furniture

<b>Work Package Number</b>	WP3	<b>Lead Beneficiary</b>	1 - MO
<b>Work Package Name</b>	Acquisition of music equipment and furniture		

<b>Start Month</b>	17	<b>End Month</b>	52
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### Objectives

The objective of WP3 is the acquisition of musical equipment (audiovisual technology and organ) and free-standing furniture for the concert hall.

### Description

#### Activities

This WP includes all activities related to the procurement of equipment and furniture for the concert hall:

- Selection of a contractor for the delivery and installation of audiovisual equipment
- Selection of a contractor, preparation of a design, production, delivery and installation of the organ
- Selection of a designer, preparation of a design, selection of a contractor, delivery and installation of furniture

Three tender procedures will be carried out simultaneously with the construction works within the scope of the project.

#### Tasks

This WP will include the following tasks carried out by the beneficiary or contractors:

The beneficiary's tasks include:

- Preparation of procurement documentation and approval of the procurement procedures for the acquisition of equipment in the City Council
- Selection of a developer of the project documentation for the furniture of the concert hall
- Selection of a contractor for the acquisition of the organ and contract signature with the tender winner
- Selection of a contractor for the acquisition of furniture and contract signature with the tender winner
- Selection of a contractor for the acquisition of audiovisual equipment and contract signature with the tender winner

The contractors' tasks include:

- Delivery and installation of audiovisual equipment including:
  - o a sound (acoustic) reflector above the stage
  - o line-array sound system suspended in the middle of the hall
  - o audio equipment needed for concerts and event technology (wireless and wired microphone equipment)
  - o induction loop for the hearing impaired and a multi-channel wireless set
  - o equipment for professional recording, processing and transmission of audio and video signals
  - o a suspended motorized projection screen and a powerful video projector
  - o reference listening monitors and preview displays with minimal latency
  - o a system of microphones
- Design, production, delivery and installation of the organ (German-style symphony organ).
- Preparation of furniture project documentation (design) - defining the scope and specification of free-standing furniture for the background of the concert hall, office, cafe, dressing room, etc.
- Delivery of furniture.

#### Expected results

The following results are expected:

- Audiovisual equipment is delivered and installed,
- An organ is designed, produced, delivered and installed in the concert hall,
- Concert hall building is fully furnished.
- The concert hall is fully equipped and ready for operation.

#### Expected benefits

The following benefits are expected:

- Concert venue with world-class acoustics attractive for international performers and musical ensembles.
- Organisation of organ concerts, orchestra performances, festivals, and other cultural events.

## Work package WP4 – Project management and communication

<b>Work Package Number</b>	WP4	<b>Lead Beneficiary</b>	1 - MO
<b>Work Package Name</b>	Project management and communication		
<b>Start Month</b>	1	<b>End Month</b>	52

### Objectives

The objective of WP4 is to implement the project management, coordination, monitoring, reporting, communication, and dissemination activities and ensure compliance of all project activities with the objectives set forward in the Grant Agreement.

### Description

#### Activities

This WP includes all activities related to project management, coordination, monitoring, reporting, communication, and dissemination, including:

- Project management activities (legal, contractual, financial, and administrative management)
- Monitoring activities (meetings, coordination, project monitoring and evaluation, progress reports, etc.)
- Continuous risk assessment and mitigation
- Coordination with CINEA
- Communication and dissemination activities
- Any other cross-cutting activities

#### Tasks

This WP will include the following tasks carried out by the beneficiary:

- Preparation of annual progress reports and final periodic report required by CINEA
- Continuous monitoring and assessment of the project risks
- Development of a project communication toolkit including website, social media presence, roll-up banners, report and presentation templates, etc.
- Dissemination and promotion of project results via newsletters/social media, on the city website, on the concert hall website, on social networks, press release, report on TV, opening ceremony, etc.
- Informing the public about EU financing of the project – placement of a temporary billboard at the construction site and installation of a commemorative plaque in the building after the end of the project
- Organisation of events promoting the project results with professionals and the public, a ceremonial opening concert, etc.
- Preparation of the operation of the concert hall


#### Expected Results

- Efficient, transparent and sound administrative and financial coordination of the project
- Timely delivery of project results
- Continuous monitoring of project progress, including the delivery of high-quality outputs
- Timely identification of project risks and implementation of mitigation measures and contingency plans
- Efficient communication about the project and increased visibility of the EU funding
- Increased visibility of the city of Ostrava as a cultural center of European importance
- Concert hall ready for operation

## STAFF EFFORT

<b>Staff effort per participant</b>					
<i>Grant Preparation (Work packages - Effort screen) — Enter the info.</i>					
<b>Participant</b>	<b>WP1</b>	<b>WP2</b>	<b>WP3</b>	<b>WP4</b>	<b>Total Person-Months</b>
<b>Total Person-Months</b>	0.00	0.00	0.00	0.00	0.00

## 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>						
<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>
D1.1	Certificate of completion of works and technical compliance for land preparation works (construction phase I)	WP1	1 - MO	R — Document, report	PU - Public	11
D2.1	Certificate of completion of works and technical compliance for construction works ( construction phase II)	WP2	1 - MO	R — Document, report	PU - Public	52
D3.1	Certificate of acceptance of equipment - audiovisual technology	WP3	1 - MO	R — Document, report	PU - Public	49
D3.2	Certificate of acceptance of equipment – organ	WP3	1 - MO	R — Document, report	PU - Public	52
D3.3	Certificate of acceptance of equipment - furniture	WP3	1 - MO	R — Document, report	PU - Public	52
D4.1	1st Annual progress report	WP4	1 - MO	R — Document, report	PU - Public	19
D4.2	2nd Annual progress report	WP4	1 - MO	R — Document, report	PU - Public	31
D4.3	3rd Annual progress report	WP4	1 - MO	R — Document, report	PU - Public	43
D4.4	Project communication plan	WP4	1 - MO	R — Document, report	PU - Public	52

### Deliverable D1.1 – Certificate of completion of works and technical compliance for land preparation works (construction phase I)

<b>Deliverable Number</b>	D1.1	<b>Lead Beneficiary</b>	1 - MO
<b>Deliverable Name</b>	Certificate of completion of works and technical compliance for land preparation works (construction phase I)		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	11	<b>Work Package No</b>	WP1

<b>Description</b>
<p>Completion of construction works on site preparation (construction phase I) and compliance with technical/environmental specifications will be confirmed by the following documents:</p> <ul style="list-style-type: none"> <li>• Documentation of the actual execution of the construction (as-built drawings): <ul style="list-style-type: none"> <li>o according to national legislation on construction documentation</li> <li>o confirmed by the designer</li> <li>o describing the actual construction output, how the construction was carried out and to what extent (technical data)</li> <li>o documentation processed on the basis of documents from the contractor and geodetic survey</li> </ul> </li> <li>• Confirmation of acceptance of sections of the building: <ul style="list-style-type: none"> <li>o issued by the construction supervisor</li> <li>o for confirmation of completion of work according to the contract with the contractor</li> </ul> </li> <li>• Approval protocol of selected building objects (work on relocation and connections of utility networks): <ul style="list-style-type: none"> <li>o the building authority's decision that the building can be used for its intended purpose</li> <li>o according to the national building law</li> </ul> </li> <li>• Confirmation of the handover and acceptance of land preparation works (I. construction phase): <ul style="list-style-type: none"> <li>o signed by the contractor and the beneficiary</li> <li>o confirmation of construction and handover to the beneficiary</li> </ul> </li> <li>• Proofs of payment – documents from the finance department (invoices, statements from the invoice payment account)</li> </ul> <p>The certificates will confirm that the following results were reached:</p> <ul style="list-style-type: none"> <li>• Engineering networks (water supply, sewerage, gas pipeline) relocated, expanded or removed</li> <li>• Approx. 110 geothermal wells dug</li> <li>• Accumulation tank for rainwater built</li> <li>• Jet grouting (in the range of 0.8 – 1.6 m) for the foundation of the building</li> <li>• Foundation structure laid down</li> </ul> <p>This deliverable will prepare for the implementation phase II - construction of the concert hall.</p>

### Deliverable D2.1 – Certificate of completion of works and technical compliance for construction works ( construction phase II)

<b>Deliverable Number</b>	D2.1	<b>Lead Beneficiary</b>	1 - MO
<b>Deliverable Name</b>	Certificate of completion of works and technical compliance for construction works ( construction phase II)		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	52	<b>Work Package No</b>	WP2

<b>Description</b>
<p>Completion of concert hall construction works (phase of construction II) and compliance with technical/environmental specifications can be confirmed by the following documents:</p> <ul style="list-style-type: none"> <li>• Documentation of the actual execution of the construction (as-built drawings): <ul style="list-style-type: none"> <li>o according to national legislation on construction documentation</li> </ul> </li> </ul>

- o confirmed by the designer
- o describing the actual construction output, how the construction was carried out and to what extent (technical data)
- o documentation processed on the basis of documents from the contractor and geodetic survey
- Confirmation of acceptance of sections (subparts of the building):
- o issued by the construction supervisor
- o for confirmation of completion of work according to the contract with the contractor
- Approval protocol of the building:
- o the building authority's decision that the building can be used for its intended purpose
- o according to national building law
- Confirmation of the handover and acceptance of the construction:
- o signed by the contractor and the beneficiary
- o confirmation of construction and handover to the beneficiary
- Proofs of payment – documents from the finance department (invoices, statements from the invoice payment account)

The certificates will confirm that the following results were reached:

- An extension of an irregular round shape built:
  - o with perimeter dimensions of approx. 100 x 69 m and a maximum height of approx. 30.5 m above the ground
  - o with one underground floor and 5 above-ground floors
  - o construction area of approx. 13 200 m<sup>2</sup>
- High energy standard B – very economical (EPC expected 65 B) achieved
- Connected to a system of geothermal wells and ground-water pumps
- Auditorium with around 1 273 seats built
- Approx. 2 230 m<sup>2</sup> of glass facade including skylights installed
- Spaces (rooms) of the concert hall built – stage, auditorium, lounge and lobby, cafe, dressing rooms and staff rooms, social and sanitary facilities, storage, technical and technological spaces
- Outdoor water area with a surface of approx. 700 m<sup>2</sup> built
- Accessibility of the building and outdoor areas ensured (paved access areas supplemented with guidelines and warning strips, floors connected by elevators, barrier-free sidewalks and ramps installed, an induction loop for the hearing-impaired people and a multi-channel wireless set made available).

### Deliverable D3.1 – Certificate of acceptance of equipment - audiovisual technology

<b>Deliverable Number</b>	D3.1	<b>Lead Beneficiary</b>	1 - MO
<b>Deliverable Name</b>	Certificate of acceptance of equipment - audiovisual technology		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	49	<b>Work Package No</b>	WP3

#### Description

The certificate will confirm the delivery and installation of audiovisual equipment for the concert hall according to the contract with supplier of audiovisual equipment.

### Deliverable D3.2 – Certificate of acceptance of equipment – organ

<b>Deliverable Number</b>	D3.2	<b>Lead Beneficiary</b>	1 - MO
<b>Deliverable Name</b>	Certificate of acceptance of equipment – organ		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	52	<b>Work Package No</b>	WP3

#### Description

The certificate will confirm the delivery and installation of the organ for the concert hall according to the contract with the contractor of the organ.

### Deliverable D3.3 – Certificate of acceptance of equipment - furniture

<b>Deliverable Number</b>	D3.3	<b>Lead Beneficiary</b>	1 - MO
<b>Deliverable Name</b>	Certificate of acceptance of equipment - furniture		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	52	<b>Work Package No</b>	WP3

#### Description

The certificate will confirm the delivery of the furniture for the concert hall according to the contract with supplier of furniture.

### Deliverable D4.1 – 1st Annual progress report

<b>Deliverable Number</b>	D4.1	<b>Lead Beneficiary</b>	1 - MO
<b>Deliverable Name</b>	1st Annual progress report		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	19	<b>Work Package No</b>	WP4

#### Description

The progress report will detail the actual progress of the project per WP for the period from month 7 until month 19. It will also refer to the main implementation issues, milestones, events, or factors that affected the progress of the project. Finally, it will include the planned progress per WP until the end of the project. The progress report will be submitted in the PSLF template available on the Funding & Tenders Portal.

### Deliverable D4.2 – 2nd Annual progress report

<b>Deliverable Number</b>	D4.2	<b>Lead Beneficiary</b>	1 - MO
<b>Deliverable Name</b>	2nd Annual progress report		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	31	<b>Work Package No</b>	WP4

#### Description

The progress report will detail the actual progress of the project per WP for the period from month 20 until month 31. It will also refer to the main implementation issues, milestones, events, or factors that affected the progress of the project. Finally, it will include the planned progress per WP until the end of the project. The progress report will be submitted in the PSLF template available on the Funding & Tenders Portal.

### Deliverable D4.3 – 3rd Annual progress report

<b>Deliverable Number</b>	D4.3	<b>Lead Beneficiary</b>	1 - MO
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<b>Deliverable Name</b>	3rd Annual progress report		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	43	<b>Work Package No</b>	WP4

#### **Description**

The progress report will detail the actual progress of the project per WP for the period from month 32 until month 43. It will also refer to the main implementation issues, milestones, events, or factors that affected the progress of the project. Finally, it will include the planned progress per WP until the end of the project. The progress report will be submitted in the PSLF template available on the Funding & Tenders Portal.

### **Deliverable D4.4 – Project communication plan**

<b>Deliverable Number</b>	D4.4	<b>Lead Beneficiary</b>	1 - MO
<b>Deliverable Name</b>	Project communication plan		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	52	<b>Work Package No</b>	WP4

#### **Description**

Project communication plan contains an overview of activities planned in line with the communication objectives, including the rules on project communication and the allocation of communication roles and tasks.

Communication activities include all activities related to project management, coordination, monitoring, reporting, communication and dissemination.

Publicity of the project, communication towards experts and the public, visibility of the EU financing of the project will be ensured. Dissemination and promotion of project results will be made through newsletters/social media on the city website, concert hall website and social networks, press releases, etc. Marketing of the project will be ensured by internal resources of the beneficiary. A temporary billboard will be placed at the implementation site and a commemorative plaque will be placed after the end of the project.

## LIST OF MILESTONES

<b>Milestones</b>					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
<b>Milestone No</b>	<b>Milestone Name</b>	<b>Work Package No</b>	<b>Lead Beneficiary</b>	<b>Means of Verification</b>	<b>Due Date (month)</b>
1	Launch of the project implementation phase I – land preparation works	WP1	1 - MO	Contractor's acceptance to start the land preparation works signed by the beneficiary and the contractor (copy)	1
2	Completion of the project implementation phase I – land preparation works	WP1	1 - MO	Certificate of completion of land preparation works and compliance with technical specifications provided by the contractor and accepted by the beneficiary (copy)	11
3	Launch of procurement procedure for project implementation phase II – construction works	WP2	1 - MO	Tender notice published for the procurement of construction works for the concert hall (copy)	1
4	End of procurement procedure for project implementation phase II – construction works	WP2	1 - MO	Signed contract for the construction works with the contractor (copy)	10
5	Launch of project implementation phase II – construction works	WP2	1 - MO	Contractor's acceptance to start the construction works signed by the beneficiary and the contractor (copy)	11
6	Completion and approval of project implementation phase II – construction works	WP2	1 - MO	Certificate of completion of construction works and compliance with technical specifications provided by the contractor and accepted by the beneficiary (copy).	52
7	Launch of procurement procedure for audiovisual equipment for the concert hall	WP3	1 - MO	Tender notice published for the procurement of audiovisual equipment for the concert hall (copy)	34
8	End of procurement procedure for audiovisual equipment for the concert hall	WP3	1 - MO	Signed contract with supplier of audiovisual equipment for the concert hall (copy)	40
9	Launch of procurement procedure for the organ for the concert hall	WP3	1 - MO	Tender notice published for the procurement of the organ for the concert hall (copy)	17

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

<b>Milestone No</b>	<b>Milestone Name</b>	<b>Work Package No</b>	<b>Lead Beneficiary</b>	<b>Means of Verification</b>	<b>Due Date (month)</b>
10	End of procurement procedure for the organ for the concert hall	WP3	1 - MO	Signed contract with the contractor of the organ for the concert hall (copy)	22
11	Launch of procurement procedure for the supply of furniture for the concert hall	WP3	1 - MO	Tender notice published for the procurement of concert hall furniture (copy)	29
12	End of procurement procedure for the supply of furniture for the concert hall	WP3	1 - MO	Signed contract with supplier of furniture for the concert hall (copy)	34
13	Delivery of audiovisual equipment	WP3	1 - MO	Certificate of acceptance of audiovisual equipment for the concert hall (copy)	49
14	Delivery of the organ for the concert hall	WP3	1 - MO	Certificate of acceptance of the organ for the concert hall (copy)	52
15	Delivery and installation of concert hall furniture	WP3	1 - MO	Certificate of acceptance of delivery and installation of the furniture for the concert hall (copy)	52
16	Submission of 1st Annual progress report	WP4	1 - MO	Annual progress report 1	19
17	Submission of 2nd Annual progress report	WP4	1 - MO	Annual progress report 2	31
18	Submission of 3rd Annual progress report	WP4	1 - MO	Annual progress report 3	43

## LIST OF CRITICAL RISKS

<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>
1	Selection of suppliers and non-compliance with the rules for awarding public contracts Impact: Medium Likelihood: Low	WP3, WP2	The risk is prevented by the preparation of quality procurement documentation and good project preparation for the public contract. The implementation of tenders is entrusted to experienced employees of the beneficiary and external collaborators with many years of experience. The construction will be supervised by the beneficiary's technical supervision - the construction manager.
2	Inappropriately chosen project solution and deficiencies in the project documentation Impact: Medium Likelihood: Low	WP2, WP1	To eliminate the risk, a team of experienced experts and leading architectural studios were involved in the design of the project. The project proposal meets the needs of the operator and the target group regarding minimizing the impact on the environment.
3	Lack of funds for financing the project implementation Impact: Medium Likelihood: Medium	WP3, WP2, WP1	The financing of the project is multi-source. The provision of a preferential loan from the European Investment Bank in the framework of pillar III of Just Transition Mechanism and the related grant from the European Commission. Financing of the project based on the memorandum on co-financing between the statutory city of Ostrava, the Moravian-Silesian Region and the Ministry of Culture of the Czech Republic will mainly cover the reconstruction of the House of Culture (outside the grant scope). The remaining financing for the Ostrava Concert Hall will be secured from the special purpose fund of the city of Ostrava. The project beneficiary is counting on a budget reserve to cover extraordinary payments. Particular attention is paid to the economical handling of financial resources, primarily through clear specifications for tenders and contractual obligations with suppliers and contractors to avoid budget overruns.
4	Undersized project budget Impact: Medium Likelihood: Low	WP3, WP2, WP1	This risk is eliminated by market research, contacting experts with experience from other similar projects, using standard price lists for construction work.
5	Quality and stability of the project team, ineffective project management Impact: Medium Likelihood: Low	WP4, WP3, WP2, WP1	The risk is prevented by assembling a solution team of well-founded experts with sufficient knowledge and experience in the given field. An experienced guarantor and project managers were selected for the implementation of the project, who have all the prerequisites to manage the management of this project so that the set goals are achieved. The specialization and regular communication of the team members will ensure a smooth resolution of all phases of the project. During the implementation of the project, regular inspection days will take

<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>
			place. The risk is further eliminated by creating a project communication plan and using modern communication tools. These will allow documents to be shared; online teamwork on these documents; assign scheduled tasks to specific persons; strategic, control as well as regular and operative meetings, including with the help of online conferences, if necessary, etc. Quality coordination of the project will also be ensured by the construction manager, who supervises partial procedures during the preparations and both construction phases of the project until their completion.
6	Unresolved ownership relations, administration and operating model Impact: Low Likelihood: Low	WP3, WP2, WP1	All ownership relationships to the property that enters the realization are resolved in advance. The management and operating model is clearly set.
7	Delay in the fulfilment of partial key activities Impact: Medium Likelihood: Medium	WP3, WP2, WP1	The risk is eliminated by high-quality project management, regular control days within the individual implementation teams and the entire solution team, meeting minutes, ongoing monitoring of the progress of individual tasks, good two-way communication with all solutions providers and partners, a well-prepared implementation schedule - a Gantt diagram with sufficient time reserves.
8	Non-compliance with the implementation deadline Impact: Medium Likelihood: Medium	WP3, WP2, WP1	The risk is prevented by evaluating the work procedures on the project and timely solving any changes. The time schedule of the project was set with a sufficient reserve, which will allow solving possible complications during the implementation. Contractual agreements with suppliers also contain provisions containing procedures and penalties in case of non-compliance with the schedule or unexpected changes.
9	Increase in the prices of materials and construction works Impact: Medium Likelihood: Medium	WP3, WP2, WP1	A measure to eliminate the risk is a long-term contractual commitment with competing contractors and a budget reserve.
10	Non-compliance with legal standards of the Czech Republic, EU Impact: Low Likelihood: Low	WP4, WP3, WP2, WP1	The Statutory City of Ostrava has at its disposal qualified members of the project team and sufficient expert capacity for accounting and legal matters (primarily managers of individual departments of the municipality of Ostrava) who will ensure the compliance with the legal standards of the Czech Republic and the EU. All procedures will be carried out in accordance with legal standards and in a transparent and non-discriminatory manner.
11	Natural disasters and unforeseen events Impact: Low Likelihood: Low	WP3, WP2, WP1	The incidence of natural disasters at the project site is almost zero due to historical development.

<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>
12	Non-compliance with the deadline for the start of permanent operation Impact: Medium Likelihood: Medium	WP4	As part of the implementation process, a time reserve was created after the handover of the finished work, which will enable quality preparation for the start of permanent operation. As part of this phase, the key members of the Ostrava House of Culture team are expert consultants for preparations for permanent operation. These members will enable the necessary preparations of the building before the start of permanent operation and thus eliminate the occurrence of deficiencies.
13	Increase in investment operating costs Impact: High Likelihood: Medium	WP4	In the preparatory phase of the project, a financial analysis was carried out, part of which is the identification of the expected costs of operation and reinvestment during the operation of the investment. Operating costs can be increased mainly due to the increase in energy prices.
14	Insufficient interest of target groups and lower than expected income Impact: High Likelihood: Medium	WP4	The concert hall has been a long-discussed topic. Already its preparation arouses public interest. The main motivation for its construction is the current insufficient capacity and modern facilities for the Janáček Philharmonic. A detailed analysis of demand and future load has been carried out, but with regard to the current situation and the reduction of residual expenses, the stability of future demand is a risk that cannot be completely avoided. The financial analysis processed in the Feasibility Study is based on the analysis of demand and competition and the space utilization model and assumes a positive operating cash flow in the individual years of operation. The building operator will be responsible for income. The future operator, Dům kultury města Ostrava s.r.o., is 100% owned by the city. If it does not reach the expected income, the city is prepared to cover any negative operating cash flow results from its own resources within the framework of operating subsidies from the city budget.
15	Rapid technical obsolescence of the investment/project output Impact: Low Likelihood: Low	WP3, WP2	The architectural and technical solution of the project is designed by experts with extensive experience in the field. The new concert hall has been a long-discussed topic, and as part of its preparations great emphasis was placed on the top acoustic level. The operating expenditure plan includes both equipment maintenance and service items as well as reinvestment amounts to ensure continued quality and cultural experience. The use of modern technologies is required as part of the tender documents, and the overall construction of the building will be carried out by separate public contracts in accordance with the Public Procurement Act as amended, including the updating of specifications at the time of the resolution of

<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>
			requirements (before the announcement of individual contracts). The contract for the supply of audiovisual equipment will only be announced during construction.
16	Extension of the procurement procedure time Impact: Medium Likelihood: High	WP3, WP2	The risk is preceded by a time contingency built in the project schedule. During the procurement procedure, the deadline for submitting offers may be extended, which cannot be predicted due to the possibility of submitting questions from bidders to explain the procurement documentation. According to national procurement legislation, on the awarding of public contracts, objections may also be delivered to the contracting authority before the conclusion of the contract with the selected supplier. Administrative proceedings may be conducted to review the actions of the contracting authority. This risk is difficult to eliminate.

## DESCRIPTION OF THE ACTION (PART B)

### COVER PAGE

<b>PROJECT</b> <i>Grant Preparation (General Information screen) — Enter the info.</i>	
<b>Project number:</b>	101156888
<b>Project name:</b>	Ostrava Concert Hall
<b>Project acronym:</b>	2023-4-CZ-SP-KS
<b>Call:</b>	JTM-2022-2025-PSLF
<b>Topic:</b>	JTM-2022-2025-PSLF-STANDALONE-PROJECTS
<b>Type of action:</b>	JTM-LS
<b>Service:</b>	CINEA/B/02
<b>Project starting date:</b>	19 September 2023
<b>Project duration:</b>	52 months

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##APP-FORM-JTM@#

##PRJ-SUM-PS@# [This document is tagged. Do not delete the tags; they are needed for the processing.]



## 1. RELEVANCE AND IMPACT

### 1.1 Background and general objectives

#### **Background and general objectives**

*Describe the background and rationale of the project and how the project is relevant to and consistent with the general objectives of the call and the priorities laid down in the relevant Territorial Just Transition Plan.*

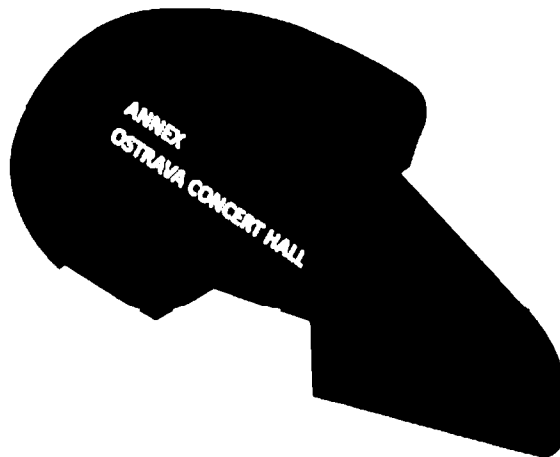
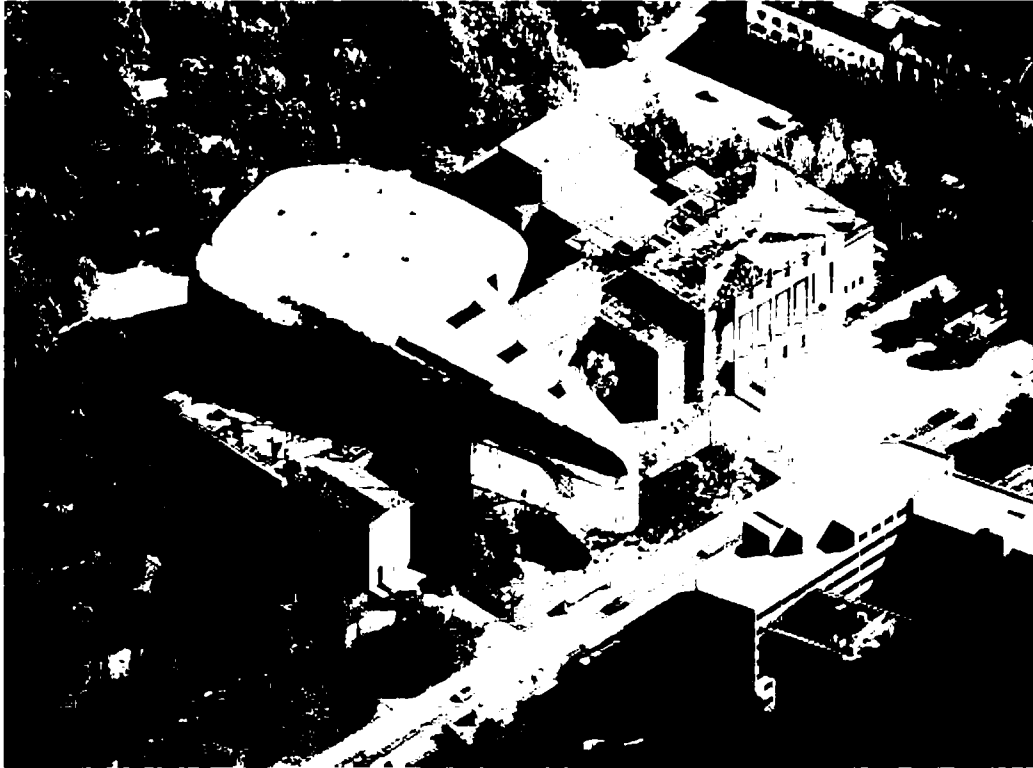
*Which territory(ies) and sector and thematic area identified in an adopted Territorial Just Transition Plan benefit from the project? Is this territory a less developed region? What is the project's contribution to the climate transition objectives? How does the project contribute to the overall objective of promoting regional and territorial convergence?*

In 2018, a Memorandum of Cooperation on co-financing was signed between the statutory city of Ostrava, the Moravian-Silesian Region and the Ministry of Culture of the Czech Republic, which, in addition to the construction of the concert hall, covers the reconstruction of the House of Culture of the City of Ostrava.

In April 2023, the decision on the approval of the construction project "Concert Hall of the City of Ostrava" was issued and the project documentation for the construction was completed at the end of April 2023. In March 2023, the 1st phase of the construction of the concert hall began. The start of the 2nd phase of construction, the construction of the concert hall is expected in July 2024, with a planned completion by the end of 2027.

The total investment consists of two projects – the extension of the concert hall and the reconstruction of the existing building. Both projects will co-create a music, cultural, production and educational center in the future. In terms of construction costs, these are separately identifiable investments that can be financed separately. Only the extension of the concert hall is within the scope of this Grant Agreement.

Visualization of the extension of the concert hall to the existing building of the cultural center:



**EXISTING BUILDING**  
Ostrava City Cultural Center  
/House of Culture/

The Ostrava Concert Hall project will, in accordance with the Territorial Just Transition Plan, be implemented in the Moravian-Silesian Region, which is one of the less developed regions.

In the Territorial Just Transition Plan,, Annex No. 2.4.4a Intervention logic of the Transformation Plan of the Moravian-Silesian Region, the following is defined, among other things:

- Cultural and creative industries represent a new opportunity for the future economic development of the region, both in the field of formal and informal education and in the field of business. Creativity increases competitiveness and is one of the key competences for the new labor market. Creative learning supports people's talent and creativity, which is necessary for the creation of innovations and the acquisition of competences for creating irreplaceable automation jobs and for solving complex societal challenges.
- Cultural and creative industries represent a new opportunity for the development of the region's economy, but also a unique opportunity to use the region's cultural and natural heritage, region traditions, local wealth and living art. Fostering creativity is a basic condition for innovation. A necessary condition is the linking of art education and education in culture. The key challenge is to change the perception of culture and art, their integration into the education system, and thus the creation of new jobs with high added value.

In the Territorial Just Transition Plan,, Appendix 2.4.4b Moravian-Silesian Region - priority areas of support within the regional transformation plan, the Ostrava Concert Hall project is listed as a project for which funding from the III. pillars of JTM.

The new building has the potential to become one of the most ecological buildings in the Czech Republic. The construction of the new concert hall will be carried out to a high energy standard, which will be achieved by using materials with a low heat transfer coefficient, which will enable the required thermal technical properties of building structures (floors, perimeter walls, roofs and windows) to be achieved. For the new concert hall, technologies will be used that eliminate the production of emissions at the location of the project. Despite the increase in the total built-up area and the expected occupancy of the building by approx. 250,000 people per year, there will only be a negligible increase in energy consumption. The building will be fully adapted to climate changes and any extreme fluctuations in weather conditions will not affect it. The plan fully respects the management of water as a valuable raw material, and therefore will accumulate and use rainwater to the maximum extent possible. The production and management of waste is currently an extensive topic, for this reason, from the very realization of the construction to its permanent operation, both the production of individual types of waste, the method of sorting them, as well as the collection and proper method of returning to the circular economy or suitable disposal are identified in detail.

*Identify the Territorial Just Transition Plan in respect of which you submit a proposal (Name / Member State date of adoption).*

Territorial Just Transition Plan  
Czech Republic  
26/09/2022

## 1.2 Needs analysis and specific objectives

### Needs analysis and specific objectives

*Describe how the objectives of the project are based on a sound needs analysis in line with the specific objectives of the call and the priorities described in the relevant Territorial Just Transition Plan(s).*

*Outline the current situation and describe in detail how the project contributes to meeting the development needs of the territories identified in the Territorial Just Transition Plans caused by the climate transition objectives.*

*The objectives should be clear, measurable, realistic and achievable within the duration of the action. For each objective, define appropriate indicators for measuring achievement (including a unit of measurement, baseline value and target value).*

The city of Ostrava has long been called "black Ostrava" because of its coal mining and heavy industry. After the decline of coal mining and related industry in the 1990s, it struggled with rising unemployment and an exodus of residents. Now, thanks to the measures taken, restructuring and investments, Ostrava is one of the greenest cities in the Czech Republic, the environment, safety,

transport have improved, the local economy has started, innovation has been supported and the living environment has been improved. Ostrava thus offers many possibilities for life, work, business and leisure. In the coming years, Ostrava wants to be closer to the world, people, and nature, and supporting culture is one of the tools to achieve this.

One of the flagship projects of the city of Ostrava supplementing the missing key cultural infrastructure is the construction project of a new concert hall.

The Janáček Philharmonic Ostrava belongs to the five leading Czech orchestras in terms of its size, as well as its almost 70 years of existence. Its goal is to care for the quality interpretation of classical music and the continuous development of these abilities. By carefully selecting in-house artistic staff and also guest artists trying to constantly improve their level. In the last 10 years, the concrete effects of this strategy have manifested themselves mainly in two directions – the significant profiling of the orchestra abroad, and, conversely, the presentation of the world's top music scene on the domestic stage. The current premises in the House of Culture of the City of Ostrava have been a provisional place for the Ostrava Janáček Philharmonic Orchestra for many years because the existing social hall was never intended directly for the performance of classical music, and the Ostrava audience logically cannot fully hear and appreciate the qualities of its home orchestra. Likewise, a professional symphony orchestra needs adequate spaces with perfect acoustics for self-reflection and further artistic development. The new space will also offer the Janáček Philharmonic Ostrava and its listeners a significant repertoire expansion, as the existing space is limited by its size and in terms of the operating apparatus. It is therefore not possible to implement larger symphonic works in it, which are, of course, the absolute standard for orchestras of a similar format in Europe.

Another fundamental artistic shift will occur when there will be quality concert facilities that the city of Ostrava will be able to offer visiting artists at an international level. A concert hall with sufficient capacity and perfect acoustics will become attractive to world-class top musicians, and the Janáček Philharmonic Ostrava will be able to better utilize and multiply its potential. Ostrava will thus be included among the competitive European music scenes, and the audience will get a distinctive and high-quality cultural offer at the level of important European cultural capitals.

The proposed capacity of the concert hall was based on the experience of the preparation team and especially on the operation of similar halls in comparable destinations. A detailed analysis of the capacity of the concert hall was prepared. According to the architectural competition, the demand for a concert hall in Ostrava has been documented since 1969. The planned capacity developed over the years and rather grew up to the currently projected capacity of 1,300 people. The existing hall in the House of Culture of the City of Ostrava will be converted into a multifunctional/chamber hall with a maximum capacity of 515 seats (depending on the configuration of the auditorium/auditorium).

The concert hall designed by architects from the studios Steven Holl Architects from New York and Architecture Acts from Prague has the potential to become a symbol of the city of Ostrava and an architectural landmark of the region and thus strengthen the importance of Ostrava as a cultural metropolis. The very existence of such a building will positively affect not only the quality of public space and the lives of residents, but will also stimulate further cultural, community and social development with positive economic impacts thanks to the influx of visitors, tourists and the use of related services.

An example of a positive impact on the economy and development of the city is the Guggenheim Museum in Bilbao, Spain, often also called the Bilbao or Guggenheim effect. Since its opening in October 1997, the glass, concrete and titanium building by the American architect Frank O. Gehry has been considered the best thing that could happen to the Basque metropolis. It is one of the five Guggenheim Museums of the American Solomon R. Guggenheim Foundation. Thanks to him, Bilbao became a tourist destination. Without him, this city could not beautify its subway network, airport or waterfront promenade. However, the regeneration plan went much further and included many projects beyond the grand opening of the museum. The main priority was to focus on the residents of Bilbao, so that the restoration of the old industrial premises would bring them the greatest benefit. Improving sustainable mobility through a tram network, expanding and creating green spaces, working with private investment and empowering local residents to develop their own initiatives were some of the elements of the package of measures that accompanied the Guggenheim. In the case of Bilbao, "branding" emerged as a positive side effect, as the aim was always to improve the quality of life of its inhabitants. In addition to creating an efficient, clean and pleasant place to live, the intangible capital it brought meant that the regeneration of the city was also reflected in hard numbers. According to the museum's calculations, its presence contributes €424.6 million a year to Bilbao's GDP and provides

more than nine thousand jobs. The number of cultural events held in the city, which before the opening of the museum was barely eighty, now exceeds a thousand.

The city of Ostrava wants to build on, for example, the successful conversion of the industrial area of the Lower Vítkovice area, which is visited by more than 1.6 million visitors annually and is thus one of the most visited cultural monuments in the Czech Republic after Prague Castle. The effort is to offer visitors, tourists and residents additional attractiveness and contribute to strengthening the image of the city and the region. As a result of the above, multiplier effects such as the creation or development of companies and an increase in employment can be assumed based on foreign and own experiences.

The presented project is in accordance with the Territorial Just Transition Plan for the Czech Republic. According to the annex to the Territorial Just Transition Plan (2.4.4b Moravian-Silesian Region - priority areas of support within the regional transformation plan), 8 programs/areas were defined that will support the transformation to a low-carbon economy and structural transformation in the region. Strategic projects, overarching projects and thematic challenges will be supported, which will meet the transformational potential with an impact on the local economy, employment and the environment. As part of the Digital and Creative Region, investments in digitization, digital innovation and digital connectivity, as well as support for the cultural and creative sector, will be supported. An example of supported measures is, for example, revitalizing residential centers and increasing the attractiveness of public space through the cultural and creative sector. As a project for which funding from the III. pillar of the JTM, the Ostrava Concert Hall project is presented here.

#### **Indicators:**

Number of supported locations in the field of culture and tourism – 1 location

Jobs created in supported entities – 32 people

Number of objects fully using renewable resources - 1 object

#### **Outputs:**

Building area reconstructed or built:

- initial value 18,100 m<sup>2</sup> (existing building of the House of Culture)
- target value of 31,300 m<sup>2</sup> (of which the new concert hall is 13,200 m<sup>2</sup>)

#### **Results:**

Population using modernized or new urban infrastructure and services (number of people):

- Primary catchment area - Statutory city of Ostrava - 279,791 inhabitants
- secondary catchment area - Ostrava agglomeration - 1,088,442 inhabitants
- tertiary catchment area - wider surroundings of Ostrava, including the borders of Poland and Slovakia - 8 million inhabitants

Number of visitors per year in a new or renovated cultural facility:

- initial value 315,000 (average attendance at the House of Culture in 2017-2019)
- target value 400,020 (of which the new concert hall 151,200)

Note: initial value (before the project) = former House of Culture, target value (after the project) = reconstruction of the House of Culture and a new concert hall.

### 1.3 Complementarity with other actions and innovation

#### Complementarity with other actions and innovation

*Explain how the project builds on the results of past activities carried out in the field and describe its innovative aspects. Explain how the activities are complementary to other activities carried out by other organisations.*

*Illustrate the European dimension of the activities: possibility to use the results in other countries, potential to develop mutual trust/cross-border cooperation among EU countries, etc.*

*Which countries will benefit from the project (directly and indirectly)?*

*Does the project complement activities supported under the other two pillars of the Just Transition Mechanism (Just Transition Fund and Just Transition Scheme under InvestEU)?*

The construction of the concert hall will not only expand the city's cultural infrastructure but will also become an architectural landmark of the metropolitan region, which will attract tourists and visitors from the Czech Republic and abroad (especially from Slovakia and Poland). The top quality and attractiveness of the concert hall will also attract interesting foreign performers and ensembles from all over the world (e.g. Wiener Philharmoniker, Wiener Symphoniker Orchestra, Berliner Philharmoniker, Staatskapelle Dresden Musiker, Bayerisches Rundfunk Symphonieorchester, München Philharmoniker, LSO London Symphony Orchestra, London Philharmonic Orchestra, Royal Philharmonic, Orchestra Geneva Switzerland, La Scala Milano, The Cleveland Orchestra, Boston Symphony Orchestra, Chicago Symphony Orchestra, Los Angeles Philharmonic, Philadelphia Philharmonic Orchestra, NY Philharmonic Orchestra). Synergistic projects:

**The Moravian-Silesian Scientific Library "The Black Cube"** - the library as a center of education and digitization should extend beyond the region itself, connect to other European centers and rank among the TOP libraries in Europe. In addition to the digitization of the current library collection, documents of regional libraries, museums, but also companies from the region should be digitized. This is a strategic project of JTM, which will be financed within the I. pillar (Fund for a just transformation). The investor is the Moravian-Silesian Region and the statutory city of Ostrava supports this project, including financially.

**PLATO City Gallery** - city gallery of contemporary art in Ostrava, operating in the city center at two locations less than 70 meters apart. The main exhibitions take place in the PLATO building, in the reconstructed city slaughterhouse from the end of the 19th century. Another space, PLATO Bauhaus, a former hobby market with an area of almost 5,000 m<sup>2</sup>, is used for educational and community programs.

**Completion of the Gallery of Fine Arts in Ostrava (GVUO):** GVUO is the largest collection-building gallery in the region. More than 100,000 art lovers visit exhibitions and events organized by GVUO every year. The GVUO collections are still expanding and now already include over 23,000 art objects. The quality of the collections ranks GVUO among the 5 most important collection-forming galleries in the Czech Republic. Work is underway on an extension to the House of Art called White Shadow, which was prepared by architect Josef Pleskot.

**MUZEUM+**, based in the former blast furnaces 4 and 6 in Ostrava-Vitkovice, will be a place of expositions and exhibitions, scientific and collection-building activities, a place of education, participation and creativity, a forum open to diverse opinions, wishes, hopes and fears. The museum will include creative workshops and incubators accessible to professionals and the general public. MUSEum+ will invite Czech and international curators to create museum projects and will become a place for museum reflection and professional education. MUSEum+ is a state-funded organization of the Ministry of Culture of the Czech Republic. The rescue and transformation of the blast furnaces is part of the revitalization of the structurally affected region. This is a strategic project of JTM, which will be financed within the I. pillar (Fund for a just transformation).

Complementary projects:

**House of Culture of the City of Ostrava:** The goal of the project is the reconstruction of the House of Culture of the City of Ostrava. In this way, a comprehensive musical, cultural, social and educational center for the general public will be created, in which there will be available a renewed Chamber Hall, a renewed Music Hall, a renewed Rehearsal Hall, a new world-class recording studio, a new Multifunctional Hall - an educational center, a renewed Lecture Hall and gallery, renewed Theater Hall

and revitalized facilities for operations and visitors.

**The parking garage on the street 28. října** will offer a solution to the long-term lack of parking spaces. The deficit affects residents, but also employees and visitors of a number of institutions based in the place - the House of Culture of the City of Ostrava, the Petr Bezruč Theatre, the workplace of the Czech Social Security Administration, the Financial Office for the Moravian-Silesian Region and the regional office.

**The parking garage at the city hospital** will be located in the existing public parking lot in front of the main entrance to the hospital. Its implementation will significantly improve parking for visitors to the hospital, parking spaces will be created for hospital employees and the public, including visitors to nearby institutions and cultural facilities.

**Park Dr. Milady Horákové**, originally the Municipal Cemetery in Moravská Ostrava, is a city park on the territory of the abolished municipal Catholic and Jewish cemetery, which is immediately adjacent to the future concert hall. Ostrava is counting on its complete revitalization in the future.

#§COM-PL-CP§# #@IMP-ACT-IA@#

## 1.4 Impact and ambition

### Impact and ambition

*Describe in detail the impact of the project in addressing the social, economic and environmental challenges deriving from the climate transition objectives. Include output indicators to measure the impact in addressing these challenges.*

*Does the it aim to trigger change/innovation? If so, describe them and the degree of ambition (progress beyond the status quo).*

Key results of the project:

- expansion of the cultural and educational infrastructure of the city of Ostrava,
- strengthening the role of Ostrava as a cultural center of European importance,
- creation of a modern architectural landmark of the city,
- strengthening the pride of residents and improving the image of the city of Ostrava,
- increasing the attractiveness of the city of Ostrava for visitors, tourists, investors, entrepreneurs, and other beneficiaries,
- increasing the quality of life of the inhabitants of the city of Ostrava,
- the creation of a dignified, top-class background for the Janáček Philharmonic Orchestra,
- expansion of the music offer to include performances by world music ensembles and soloists who perform exclusively in halls with top acoustics and larger audiences,
- supplementing already ongoing or planned activities and projects in the field of cultural and creative industries in Ostrava,
- improving the quality of the offer and increasing attendance at events organized by the House of Culture of the City of Ostrava and the Ostrava Janáček Philharmonic,
- creation of 32 new jobs,
- synergistic effects with other projects – Moravian-Silesian Scientific Library "The Black Cube", city gallery PLATO, GVUO Extension, MUZEUM+, DOV,
- cultivation of public space, positive economic impacts resulting from higher attendance at events and the use of other services,
- positive effects on the environment – partial coverage of own energy consumption with a photovoltaic system, use of geothermal energy using a system of heat pumps, accumulation and utilization of rainwater.

Although it is a separate project, it is necessary to mention its very strong connection to the project of Reconstruction of the House of Culture of the City of Ostrava. The investment in the reconstruction of

the House of Culture of the city of Ostrava and the construction of the concert hall is calculated at a total amount of CZK 4.1 billion without VAT (data from 4/2023).

The economic impact was calculated cumulatively for both complementary projects (this is data from the Feasibility Study for the project from 2022):

Economic impacts of the investment phase of the project: These expenditures enter the economy through construction and equipment suppliers. They then send this money into the economy to their suppliers and subcontractors, creating other, indirect impacts. The construction industry has a high multiplier effect, as the main contractor transfers parts of the order to a few smaller companies and then to a few tradesmen/craftsmen. Thanks to this, the total turnover in the Czech economy will increase to CZK 8 billion (VAT is also included here, as it is included in the gross turnover of economic entities), of which CZK 2.4 billion is gross added value. From these funds, the companies will cover, for example, employee compensation (gross wages including levies) in the amount of CZK 970 million, operating surplus (profit) and the mixed pension of the self-employed in the amount of approximately CZK 984 million and will create approximately 3,800 full-time jobs employment for a year. Taxes and statutory contributions to the public budgets of the Czech Republic (including insurance premiums) will rise by at least CZK 1.3 billion thanks to the construction.

Economic impacts of the operational phase of the project: The total primary consumption of the operator, entities residing in the building, visitors and directly related event organizers and sponsors is expected in the investment variant to be approximately CZK 937 million. Of this, the annual expenses of the operator of the House of Culture of the City of Ostrava and the tenants amount to 284 million CZK, the follow-up expenses of visitors (in hotels, restaurants, with carriers, etc.) are approximately 612 million CZK and the related other expenses of sponsors are approximately 40 million CZK.

This amount enters the multiplication process, when these expenses mean entry into other branches of suppliers within the framework of customer-supplier relations. This will increase the turnover of other links in the chain, and the increased economic activity in the cultural center will affect the activity of a wide range of local businesses (from services for visitors, organizers and operators, to technological goods, consumables, etc.). This multiplier effect will be reflected in a further increase in the turnover of the entire economy, while the total turnover of the affected entities within the economy of the Czech Republic will reach up to 1,500 million crowns (CZK 1.5 billion) thanks to the operation of the cultural center. As a number of labour-intensive industries with high added value will be affected, the share of gross added value will be approx. 590 million CZK (approx. 39% of turnover), of which wages (total compensation to employees including taxes and insurance) will make up approx. 340 million CZK (of which the wages of the operator of the Ostrava House of Culture and the Janáček Philharmonic are only about CZK 96 million), company profits and the mixed income of self-employed persons about CZK 190 million. For the smooth operation of the cultural center and the satisfaction of the total demand of visitors and involved entities, approx. 1,100 recalculated workers (full-time for the year) will be needed, of which approx. 200 will be employees of the operator of the Ostrava Cultural Center and the Ostrava Janáček Philharmonic.

Taxes, fees and other mandatory levies will be deducted from the said turnover. Workers (natural persons) will pay income taxes, as well as mandatory social and health insurance. Income tax will also be paid by legal entities (enterprises), for this it is necessary to consider value added tax and other indirect taxes (e.g. excise duty on alcohol, tobacco products and fuel), local fees, etc. Total tax and other public levies budgets will amount to approx. 356 million CZK.

In addition to the above-mentioned quantified and converted to cash flow impacts, the construction of a new concert hall will have other socio-economic impacts, which are the completion of the positive contribution of the implementation of the intended project.

Major impacts may include the following:

- strengthening the role of the city of Ostrava as a cultural center of European importance.
- the creation of a dignified and top-class background especially for the Janáček Philharmonic Orchestra of Ostrava, but also for other musical ensembles, which will positively contribute to their further development, increasing quality and prestige.
- creation of a modern architectural landmark of the city and cultivation of the surrounding public space.
- increasing the attractiveness of the city of Ostrava for visitors, tourists, investors, entrepreneurs,



and other beneficiaries.

- strengthening the pride of residents and improving the image of the city of Ostrava.
- increasing the quality of life of the inhabitants of the city of Ostrava.
- synergistic effects with other projects – Moravian-Silesian Scientific Library "Černá kostka", city gallery PLATO, GVUO Extension, MUZEUM+.

### **Environmental impact**

*Describe the measures proposed to reduce the environmental impact of your project, for example through the use of green procurement, environmental management systems, etc.*

The construction of the new concert hall will be carried out to a high energy standard, which will be achieved by using materials with a low heat transfer coefficient, which will enable the required thermal technical properties of building structures (floors, perimeter walls, roofs and windows) to be achieved.

For the new concert hall, technologies will be used that eliminate the production of emissions at the location of the project. Despite the increase in the total built-up area and the expected occupancy of the building by approx. 250,000 people per year, there will only be a negligible increase in energy consumption.

The building will be fully adapted to climate changes and any extreme fluctuations in weather conditions will not affect it. The plan fully respects the management of water as a valuable raw material, and therefore will accumulate and use rainwater to the maximum extent possible.

The production and management of waste is currently an extensive topic, for this reason, from the very realization of the construction to its permanent operation, both the production of individual types of waste, the method of sorting them, as well as the collection and proper method of returning to the circular economy or suitable disposal are identified in detail.

The evaluation of the building's energy performance is comprehensively processed and justified in the Building's Energy Performance Certificate. The criteria of the Taxonomy are considered in the project documentation - documentation for the execution of the construction.

### **Impacts on the climate in terms of energy consumption**

The new concert hall will not have a significant effect on increasing the production of greenhouse gases. The concept of the entire plan is aimed at the maximum possible energy saving within the framework of the new building and the reconstructed building (cultural monument). As part of the proposed project, no direct CO<sub>2</sub> emissions will occur.

The building's heat needs will be covered primarily from a system of geothermal wells connected to heat pumps and exchangers. The system of geothermal wells and EARTH-WATER pumps will be used for heating, air conditioning requirements, TV preparation and cooling, thus providing considerable coverage of annual heat consumption and subsequently also enabling it to be thwarted (heat removal), which will reduce the degree of overheating of indoor spaces in the summer and the load on air conditioning systems units.

The remaining part of the heat consumption will be covered by the supply from the thermal energy supply system (SZTE). Heat is already supplied to the building from SZTE, and its consumption within the zero variant is set at 1,180.56 MWh/year. The implementation of the investment plan will reduce the need for supplied heat to 827.3 MWh/year, including covering the need for heat for the new concert hall building. This reduction is made possible by using a total of 125 geothermal wells and a heat pump system. The total saving in energy taken from SZTE is therefore 353.56 MWh per year.

As part of the proposed project, a new PV plant will be located on the roof of the Cultural Center of the City of Ostrava to cover its own consumption. The installed capacity of the new PV plant is set at 189 kWp, which represents an approximate annual production of 199.8 MWh. In the case of the zero variant, the consumption of electricity within the operation of the Ostrava House of Culture is estimated at 500 MWh per year. The implementation of the project will increase the consumption of electricity. The new concert hall is designed in high energy standard B - very economical. The estimate of the electricity

consumption of the new concert hall and the existing building of the House of Culture of the City of Ostrava is set at 1,310 MWh per year. After deducting the electricity produced from the FVE for self-consumption (199.8 MWh/year), the need to purchase electricity is reduced to 1,110.2 MWh/year. Although this value represents an annual increase in electricity consumption of 610.2 MWh/year, compared to the planned consumption in the zero variant (500 MWh/year), the increase in consumption occurs mainly because of the new emission-free source for heating (heat pumps). Simultaneously with the change in electricity consumption, there is also a reduction in heat consumption from SZTE, namely by 353.6 MWh/year. Thermal energy produced from black coal, according to the expert assessment of the authors of the study, represents 84% of the heat consumption in SCZT Ostrava. According to the impact study, the initial mix of energy supplied to the thermal energy supply system has a CO<sub>2</sub> emission intensity of 0.38 t/MWh compared to the heat supplied to the system itself. For this reason, it is necessary to include in the emission intensity the fact that a well-operated hot water SZT has an average annual loss of approximately 14%. The total carbon intensity of 1 MWh of heat taken from SZT is therefore 0.433 tCO<sub>2</sub>.

Before practical completion, the building must be subjected to an airtightness test of the entire building according to ČSN EN ISO 9972 (Thermal behavior of buildings – Determination of air permeability of buildings – Pressure method), to determine the rate of exfiltration through the entire building envelope. The testing must be carried out in accordance with any other requirements for the overall certification of the building (LEED, BREEAM, etc.). The required characteristic of the overall envelope (air leakage rate between interior and exterior) of the building must not exceed or be less than the value of 5.0 m<sup>3</sup>/m<sup>2</sup>/hour at a pressure difference of 50 Pa.

### **Emissions production investment variant**

E Purchase of electricity: 1110.20 MWh/year

EFE Emission factor according to AIB Residual mix CZ: 0.467 tCO<sub>2</sub>/MWh (Prediction year 2027)

Q Purchase of heat from SZT: 827.3 MWh/year (2,977.20 GJ/year)

EFQ Emission factor SZT Ostrava: 0.433 tCO<sub>2</sub>/MWh (0.38 tCO<sub>2</sub>/MWh/year and 14% loss of SZT)

For the year 2021, according to the AIB, the carbon intensity of one MWh was set at 0.550 tCO<sub>2</sub>/MWh, due to the gradual reduction of the carbon intensity of the energy mix of the Czech Republic, this value was linearly reduced to the indicated 0.467 tCO<sub>2</sub>/MWh by 2027. Considering the number of implemented projects aimed at increasing the share of RES in the energy mix of the Czech Republic, this value is skeptical, and a significant reduction is expected.

Production tCO<sub>2</sub>/year = (E x EFE) + (Q x EFQ)

Production tCO<sub>2</sub>/year = (1110.2 x 0.467) + (827.3 x 0.433) = 876.72

### **Water management**

During the implementation and operation of the presented plan, there will be no wasteful handling of water. The new concert hall building will respect the limits and measures for the management of utility water through flow regulation for social, gastronomic facilities, etc.

For the external irrigation system, the newly installed storage tank will primarily be used as a water source. This sump will be fitted with a pump and connected to an automatic irrigation system that will enable optimal watering of areas with savings in water consumption. The system will also be equipped with analog pulse water meters, which will provide timely information on flow rates and possible leaks in individual sections so that in the event of a malfunction there is no significant water leakage. The storage tank will primarily be fed with rainwater from the reservoir and only in the event of a lack of accumulated rainwater will it be replenished from the water supply system.

Water will be used in a closed circuit for heating the building. The system of heat pumps and geothermal wells does not pump or deal with groundwater in any way. It is a permanently separated and tight system that works only with the energy of the rock environment. After installation of the equipment, each well

will be pressure injected with a GeoFlow mixture, ensuring efficient heat transfer between the probes and the surrounding rock and ensuring the prevention of interconnection of individual water horizons. The material is ecologically harmless and environmentally friendly, free of harmful substances and does not threaten groundwater. The system of geothermal wells is situated in the area of the area, where there are no natural water sources or sources of healing springs.

### **Waste management**

Construction waste will be generated during the implementation of the project. This is waste generated during demolition, repairs and construction. This waste will be separated into usable components as much as possible and forwarded for further use for recycling. The remaining mixed component of construction waste will be taken away by the supplier company and disposed of or stored.

Waste generated during the operation of the proposed extension and addition of the existing building in the building of the House of Culture of the City of Ostrava will only arise from the own operation of the multifunctional building. The operation consists of the functions of the cultural center of the city of Ostrava as well as the operation of connected and associated functions (administration, restaurant, housing function, etc.). In terms of waste production, the proposed facility falls under the so-called net load. The expected waste can be classified for the most part into the category of other waste and biodegradable waste.

Separate waste collection is proposed for the proposed completion of the new concert hall. Recyclable components (paper, plastics, beverage cartons, metals, and glass) will be sorted from the waste. By separating usable waste components, the volume of "residual" mixed waste is significantly reduced. Special color-coded containers (containers) with special lids will be used for waste disposal.

Spaces are set aside for waste containers in the building of the House of Culture of the City of Ostrava. All waste containers will be placed in this space, both for mixed waste, sorted waste and bio-waste. Spaces are also set aside for the creation of a reserve in the event of concurrent events or significant occupancy of the facilities.

In the case of hazardous waste, only a small to negligible amount will be involved and its creation will only be accidental. Any hazardous waste arising from the maintenance and repairs of the building will be collected and disposed of by the company performing the maintenance and repairs as part of this maintenance. Hazardous waste from normal operation can mainly consist of non-functioning fluorescent lamps and light bulbs, used batteries, chemical packaging, paint packaging, etc. In the administration area, it will also include used reprographic materials and used refills for copiers, printers, fax machines or large-format printers, which, however, will primarily be recycled.

All generated sorted, biological, and mixed waste will be handed over to a contractually secured person authorized to handle and dispose of this waste. Waste collections will be carried out at regular intervals based on a contractual relationship with a company providing waste collection.

### **Pollution prevention, water air soil**

During construction, emphasis will be placed on minimizing the impact on the environment. The main possible impacts on air quality in terms of dust during demolition will be eliminated, primarily by gradual sprinkling of the demolished structures. The construction will be carried out in such a way that it does not threaten the environment beyond the limits contained in special regulations. This is mainly about preventing the release of substances dangerous for the health and lives of people and animals and for plants, dangerous particles into the air, emissions of dangerous radiation (especially ionizing), air pollution, surface or underground water and soil, insufficient disposal of wastewater and smoke, inappropriate waste management.

As part of the operation of the presented project, no polluting substances will be emitted. The project is designed in such a way as to achieve the highest possible energy savings. Furthermore, the roof of the building of the House of Culture of the City of Ostrava will be equipped with a photovoltaic power plant with an installed capacity of 189 kWp, which will enable partial coverage of the self-consumption of both buildings. Heat pumps, as the primary source of heating for buildings, will cover a significant part of the buildings' heat consumption and will be supplemented by heat supply from the thermal energy supply system. The buildings will not emit any pollutants into the air.

Due to the convenient location of the building near public transport stops, a nearby bus and train station with long-distance connections, CO<sub>2</sub> emissions and other pollutants will be reduced. The "Krajský úřad" stop is in the immediate vicinity of the future new building of the concert hall. Long-distance connections, which provide transport from the wider area of the city of Ostrava as well as nearby towns in the Moravian-Silesian Region, are located at up to 600 m. Long-distance connections, regular lines without transfers, allow transportation from, for example, Vienna, Prague, Brno and Zlín.

The implementation of the project will not damage the good condition of underground and surface waters. The system of geothermal wells for heat pumps is solved by so-called dry wells, which prevent contact of the operating medium with the surrounding environment and thus enable heat to be obtained or lost from the surrounding rock environment. The technology and injection that will be used to fill the geothermal wells is made of environmentally friendly materials. There are no healing springs or a protected area of water accumulation in the given locality, which could be disturbed by the implementation of the project.

Sewage sludge generated by the operation of the facility will be consistently channeled into the sewage system and taken to the municipal wastewater treatment plant.

### **Biodiversity protection**

The park improvement project of the outdoor spaces around the concert hall of the city of Ostrava deals with the new integration of the new concert hall with regard to the existing greenery and the immediate surroundings of the adjacent orchard Dr. Milady Horáková. Based on a local investigation, a dendrological survey and the requirements of the building, a conceptual plan of existing and new plantings was created. The trees and shrubs that will be removed during the implementation of the project will be replaced by a composition of new tree species with a preference for autochthonous trees and shrubs, locally and biotope-appropriate for the given location. New trees and berry bushes, thanks to their fruits, can be a source of food for the bird species present.

No specially protected species of animal or plant has an exclusive relationship with the evaluated area. Based on available data and surveys of the site, measures will be implemented mainly from the point of view of the implementation of certain works outside the breeding season of the birds.

### **Summary**

The implementation of the project will not have significant negative impacts on the environment. The construction of the new concert hall will be carried out with a focus on minimizing possible impacts on the environment, both in the preparatory, implementation and operational phases.

**As part of the preparation of the presented plan, relevant surveys were conducted based on which measures and recommendations were adopted for the course, implementation and subsequent operation in accordance with the principles of do no significant harm.**

### **Building Management System**

In the future, the operation of the building will be controlled centrally, through a BMS (building management system) at the level of regulation of heating, cooling, air conditioning, lighting, electronic fire signalisation, EMS, etc. This enables the optimization and reduction of building operation costs. The maintenance of the building will be dealt with in a similar way in relation to records and notices on the performance of revision activities/checks, records of energy consumption incl. detection of possible faults/leaks, etc.

### **Environmental management system**

Since 2018, the Statutory City of Ostrava has implemented an environmental management system according to ISO 14001. This agenda falls under the competence of the Department of the Environment of the Municipality of the City of Ostrava. More information is provided at <https://zdravaova.cz/system-environmentalniho-rizeni/>.

### **Gender equality, non-discrimination and accessibility**

*What is the project's impact on gender equality and how does it approach this issue?*

*How does the project help to fill gender gaps that may be linked to the just transition? How will the activities contribute to improve the situation? How will the activities contribute to the promotion and advancement of gender equality and non-discrimination mainstreaming?*

*Explain how you will ensure to avoid any discrimination based on gender racial or ethnic origin, religion or belief, disability, age or sexual orientation throughout the implementation of the project and how, when relevant, you will ensure accessibility for persons with disabilities.*

The project has a NEUTRAL impact on the horizontal principles of "Promoting equal opportunities and non-discrimination" and "Equal opportunities for men and women".

The outputs of the project will be made available to all persons/visitors/actors regardless of their gender, age, race, sexual orientation, disability, political or religious opinion or national origin. From the data obtained by the observation method, it was found that the number of male and female visitors to the events of the House of Culture of the City of Ostrava or the Janáček Philharmonic Orchestra in Ostrava is approximately 40:60 in favour of women. Future attendance of the new concert hall building is expected to be the same ratio.

Equality between men and women will also be respected during the implementation of the project - at all levels of employees participating in the implementation of the project, including management and managerial positions.

Employment during construction (temporary jobs needed to implement the project) will be determined only after the selection of a specific construction contractor. The following requirements are part of the tendering procedure for the construction contractor: "Area of employment of persons disadvantaged on the labour market - The contracting authority requires that at least ten (10) persons from socially excluded locations, unqualified persons participate in the performance of the Public Contract throughout its implementation or with low qualifications, persons older than 55, persons with disabilities or graduates of a vocational school in a given field to obtain the necessary experience."

The equal representation of men and women, in this case the predominance of women in the management of the organization, is evidenced by the representation of men and women in the organization Dům kultury města Ostrava, a.s. This organization was the predecessor of Dům kultury města Ostrava s.r.o., a business company of the city of Ostrava, which will be responsible for the operation of the corporate hall building. According to the gender map, a project of the public service company Otevřená společnost o.p.s (Open Society), there were six women and two men in the company's management (supervisory board and board of directors). More on <https://genderovamapa.cz/entity/706?time=283>.

The outputs of the project will also be made accessible to persons with reduced mobility and the disabled: All public parts of the Concert Hall extension are designed regarding persons with limited mobility and orientation. The paved access areas are complemented by guidelines and warning strips. The individual floors of the new building are connected by elevators from the entrance lobby. The Concert Hall building is accessible by barrier-free public transport. All outdoor areas, such as sidewalks, transitions, and ramps, are also designed to be barrier-free. The equipment of the concert hall also includes, for example, an induction loop for the hearing impaired and a multi-channel wireless set.

The implementation of the project will create 32 jobs. Future operation of the building will include a wide range of professions, from creative/programmatic to administrative and technical positions to organizational leadership. An even distribution of jobs between women (16 workers) and men (16 workers) is estimated. The individual needs of all employees will be considered for reconciling personal and work life (for example, enabling work from home, where this is possible from the description of the type of work; part-time options, the offer of a company nursery school for children, etc.).

The promotion and fulfilment of gender equality in the project will be mentioned during the promotion and visibility of the project's outputs.

The program contents of the concert hall and the cultural center will appeal to a wide range of target groups, to satisfy users of all age categories as well as users with specific needs. Already in the previous period, the House of Culture prepared events aimed at children, mothers with children and the elderly. The Janáček Philharmonic Orchestra, beyond the scope of regular concert activities, systematically devotes itself not only to the youth, but also to the elderly in the Czech Republic. The Philharmonic organizes regular meetings with music, supplemented by lectures by music journalists and musicologists with commented audio samples or discussions with musicians.

To promote the policy of women's equality, the Czech Republic adopted the Strategy for the equality of women and men for the years 2021 – 2030 (February 2021, Office of the Government of the Czech Republic, ([https://vlada.gov.cz/assets/ppov/rovne-prilezitosti-zen-a-muzu/Aktuality/Strategie\\_rovnosti\\_zen\\_a\\_muzu.pdf](https://vlada.gov.cz/assets/ppov/rovne-prilezitosti-zen-a-muzu/Aktuality/Strategie_rovnosti_zen_a_muzu.pdf))). The Ostrava Concert Hall project fulfills strategic goal 5, which deals with the application of gender equality in public policies affecting the everyday life of society, specifically focusing on ensuring gender equality in access to public space and transport infrastructure, ensuring fair support for sports and leisure activities of women and men etc.

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## 2. QUALITY

### 2.1 Concept and methodology

#### Concept and methodology

*Outline the approach and methodology behind the project. Explain why they are the most suitable for achieving the project's objectives.*

The implementation of the construction part of the project is divided into 2 phases:

The 1st phase includes land preparation and foundation works,

The 2nd phase includes the actual construction of the concert hall.

Detailed breakdown of the building into objects and technical and technological equipment:

SO 01 New building (extension) of the concert hall

(PHASE 1 - solved in part, part D.1.2.3 - Securing the construction pit)

(PHASE 2 - the rest of the object SO.01)

IO 100 - Preparation of the territory

IO 101 - Green felling (PHASE 1)

IO 102 - Demolition of the amphitheater and facility for additional cooling (PHASE 1)

IO 200 - Shifting and disruption of utility networks

IO 201 - Removal of area distribution of unified sewerage (PHASE 1)

IO 202 - Cancellation of the gas low-pressure connection (PHASE 1)

IO 203 - Transfer of NN ČEZ Distribution (NOT AVAILABLE, handled by ČEZ)

IO 204 - Alterations of public water supply lines (PHASE 1)

IO 205 - Repositioning of the gas pipeline (PHASE 1)

IO 206 - Repositioning of water connections (PHASE 1)

IO 207 - Transfer of ČEZ TELCO (NOT AVAILABLE, handled by ČEZ; prerequisite PHASE 1)

IO 208 - CETIN transposition (NOT AVAILABLE, dealt with by CETIN)

IO 209 - Transfer VODAFONE, T-MOBILE - includes only earthworks (PHASE 1) (solved by

VODAFONE, T-MOBILE)

IO 210 - Translation VN ČEZ Distribution (NOT COMPLETED, dealt with by ČEZ)

IO 212 - OVANET translation (NOT CONTAINED, solved by OVANET)

IO 300 - External engineering networks and connections

IO 301 - Rainwater sewer connections (PHASE 1)

IO 302 - Sewer connections (PHASE 1)

IO 305 - Low current connection (PHASE 2)

IO 306 - Power connection (PHASE 2)

IO 307 - Power connection for construction site distribution (PHASE 2)

IO 400 - Campus engineering networks

IO 401 - Site sewerage - rainwater (PHASE 1)

IO 402 - Area sewerage - sewage (PHASE 1)

IO 403 - Area water supply (PHASE 1)

IO 404 - External irrigation system (PHASE 2)

IO 405 - Site power distribution (PHASE 2)

IO 406 - Area lighting (PHASE 2)

IO 407 - Premises low-current line (PHASE 2)

IO 500 - Technical device

IO 501 - Geothermal wells for heat pump (PHASE 1)

IO 600 - Traffic solutions and design of paved areas

IO 700 - Water management facilities

IO 703 - Grease separator (PHASE 1)

IO 706 - Soak objects (PHASE 1)

IO 707 - Light liquid separator (PHASE 1)

IO 708 - Retention Object (PHASE 1)

IO 709 - Unified Public Sewers (PHASE 1)

IO 710 - Sewage public sewers (PHASE 1)

IO 800 - Landscaping

IO 801 - Garden modifications (PHASE 2)

The clear and new form of the Concert Hall extension is in dialogue with the traditional formal language of Fragner's building designed at the end of the 1950s. Both buildings are connected by one underground and two above-ground connecting bridges. These connections are essential for the operation of both buildings and their functioning as a whole.

The facilities of the new concert hall are located in the new building in the spaces behind the stage, as well as in a substantial part of the existing House of Culture. The connection of both parts for employees and artists is realized by a bridge on the 2nd floor on the west side. The bridging on the 2nd floor on the east side is intended for the public and, in addition to connecting the two halls, will also be used for moving pianos and other large instruments between the new and existing building. The pair of above-ground connections is complemented by an underground technical corridor for gastro operation and waste management.

The new building has the potential to become one of the most ecological buildings in the Czech Republic. The extensive roof of the existing building has considerable solar potential for the placement

of an integrated photovoltaic system. The use of natural light (glass walls and skylights) will provide the building with sufficient daylight and thus reduce dependence on non-renewable energy. Also, regarding heating and cooling, we are looking for a way to put as little ecological burden on the environment as possible.

The large hall with a capacity of almost 1,300 seats in the auditorium arranged in a so-called vineyard will be divided into smaller sections, part of the auditorium will also be behind the stage itself. Sufficiently steep layout will ensure good visibility and practical terraces will create a feeling of intimacy. The furthest seats should be approximately 28 meters from the stage. The great acoustic conditions of the hall will be created by experts from the Nagata Acoustics studio, who have designed similar halls all over the world. A sound reflector should be suspended 15 meters above the stage, which will reflect the sound with an ideal time delay for both the musicians and the audience in the immediate vicinity of the stage. The high-quality sound is further enhanced by the maple wood paneling, which is used, among other things, to make violins. Rectangular suspended ceilings will improve the acoustics on the stage so that the musicians can hear not only themselves, but also their teammates.

The design and provision of appropriate acoustic modifications of the Ostrava concert hall were entrusted to the renowned Japanese specialist Yasuhisa Toyota. Since 1971, his company Nagata Acoustics has designed acoustic solutions for nearly 60 concert halls around the world (in Paris, Shanghai, Tokyo, Los Angeles, Katowice, and Hamburg).

As part of the acoustics solution, a 1:10 scale model of the interior of the concert hall was also produced, on which they were solved together with Nagata Acoustics and Aveton s.r.o. technical parameters of the acoustics of the future concert hall.

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## 2.2 Readiness and technical maturity

### **Readiness and technical maturity** *(n/a for Framework Loans)*

*Provide information about the readiness and technical maturity of the project.*

*Describe how the project is in a mature stage of preparation, i.e. has the necessary permits to build and operate infrastructure (if any) (e.g., building permits, grid connection permits, access to and use of land, etc).*

**The project documentation for the joint permit** entitled Concert Hall of the City of Ostrava dated May 2, 2022 was prepared by the company AED project, a.s. in cooperation with Steven Holl Architects and Architecture Acts s.r.o.

**The project documentation for the execution of the construction – phase I.** (land preparation works) was processed in June 2022.

**Project documentation for building construction – phase II.** (extension of the concert hall) was completed at the end of April 2023.

**Contract for the provision of services** dated 19 February 2021 – comprehensive construction manager services according to FIDIC standards within all phases of construction.

**Contract for the creation of project documentation, performance of copyright supervision, provision of engineering and license** dated 23.09.2020 - processing of project documentation, the author's design supervision.

**The documentation for the issuance of a joint permit** for the project was processed, and was discussed with the relevant state administration authorities (Regional Hygiene Station, Fire Rescue Service, spatial planning and environmental authorities, etc.) for the purposes of construction



management. The documentation was also discussed with the network administrators.

**The decision on the approval of the building plan** (building permit) based on a joint procedure in accordance with § 140 of the Administrative Code was issued on 4/4/2023 and became legally binding on 5/5/2023.

*Are there still any permits or licenses missing?*

[NO]

*If YES, please explain which permits are missing, why and the planned timeframe for entry into operation.*

## 2.3 Financial maturity

### Financial maturity

*Describe the availability of funds for the project over its lifecycle. Distinguish between your own resources, third party resources and other forms of funding of the project. In particular, describe the amount of the loan requested from the EIB or the financial intermediary, the amount of the grant requested (which should equal to 15% of the loan (or 25% if the project is located in a less developed region)) and the amounts and sources of third party financing.*

*Provide details on revenues and other sources of financing needed to complement the JTM PSLF grant and the degree of confidence in those financial commitments.*

*For own resources, indicate whether these are already approved internally and put aside for the project, or what conditions need to be lifted to reach approval. Explain the degree of confidence (and why) that these conditions will be lifted. Give details on the planning/timing for the final investment decision.*

*For resources contributed by third parties, including the loan secured from the EIB or financial intermediary, describe the amounts expected, their nature (external equity, debt or other grants). Indicate when approval is expected and explain the degree of confidence (and why) of getting such approval. Indicate if the approval necessitates a due-diligence process and, if yes, describe its scope. For debt instruments, explain if you (or your partners or associated companies) provide guarantees of repayment, irrespective of the financial performance of the project. Explain the debt structure (layers and their respective seniority) as necessary. Explain what the alternatives are, if a specific source of financing turns out to be not available.*

All costs for the preparation and implementation of connection works with the investment option will be covered from several sources, which, including their anticipated above, are listed in the following table:

Source	CZK	EUR
resources of the Statutory City of Ostrava (fund)	250 000 000	10 500 000
resources based on the Memorandum	0	0
JTF grant	500 000 000	21 000 000
EIB loan under III. pillars of the JTF	2 000 000 000	84 000 000
<b>Total</b>	<b>2 750 000 000</b>	<b>115 500 000</b>

The city's own resources are funds in the Fund for the construction of a concert hall, which was created and is continuously replenished for the needs of preparation and implementation of activities within the resolved plan to build a concert hall. The establishment of the Fund for the construction of the concert hall was decided by the City Council on 15 November 2017, decision 1948/ZM1418/30. The annual contribution to the fund consists of min. 100 million CZK. The Fund's current balance is CZK 583 million.

Funds from the budget of the Moravian-Silesian Region and the Ministry of Culture of the Czech Republic, which will be provided and drawn based on the signed Memorandum on co-financing cooperation between the statutory city of Ostrava, the Moravian-Silesian Region and the Ministry of Culture of the Czech Republic, will cover the costs of the reconstruction of the House of Culture.

Funds in the form of a JTM grant and an EIB loan were calculated based on continuous communication between the city of Ostrava and the EIB. In the case of the loan from the EIB, it is assumed that it will be drawn down in partial loans in 2024-2027, namely in the total amount of CZK 2 billion. The subsequent repayment will then be set separately for each drawdown, according to the EIB's information deferred repayment of up to 4 years is considered. The interest rate can be fixed or floating, it can change over time for each individual tranche, while the loan repayment period can be up to 25 years. The final version of the EIB loan agreement (project name: "OSTRAVA - CULTURAL INFRASTRUCTURE DEVELOPMENT") is not yet available. The conclusion of the agreement is expected in the 2nd quarter of 2024.

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## 2.4 Consortium set-up

### Consortium cooperation and division of roles (if applicable)

*Describe the participants (Beneficiaries, Affiliated Entities and Associated Partners, if any) and explain how they will work together to implement the project. How will they bring together the necessary expertise? How will they complement each other?*

*In what way does each of the participants contribute to the project? Show that each has a valid role and adequate resources to fulfil that role.*

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

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## 2.5 Project teams, staff and experts

### Project teams and staff

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

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

Name and function	Organisation	Role/tasks/professional profile and expertise
Ing. Břetislav Riger	Statutory city of Ostrava	Responsibility for achieving project goals
Project guarantor	Deputy Mayor	Management of the project team and external collaborators
		Budget management
		Regular reporting
Ing. Jan Šrámek	Statutory city of Ostrava	Direction and control of construction
Investment manager	Head of the Investment department	Fulfilling the function of an investor on city constructions Ensures the preparation of the project from a technical point of view Processing of project documentation, building permits
		Monitors the project budget
		Ensures communication with the construction contractor

		He is responsible for the progress of the construction
Ing. Renáta Žáčková, DIS Financial and economic manager	Statutory city of Ostrava Investment Support Department	Complex activity in the preparation of the building Representation of the city in administrative proceedings based on power of attorney Checks invoices and prepares them for payment
Mgr. Jiří Hudec Subsidy manager	Statutory city of Ostrava Department of strategic development	Ensuring the project from the point of view of external financing Communication with grant providers
Ing. Lenka Labajová Project coordinator and administrator	Statutory city of Ostrava Department of strategic development	Coordination of solution teams Monitoring and evaluation of project outputs Promotion of the project and its outputs
Mgr. Renata Kolková Professional associate Lawyer 1	Statutory city of Ostrava Legislative and legal department, head of the department	Legislative and legal department, head of the department Ensures legal advice, especially when concluding obligations and other contractual relationships Performs compliance checks with legal regulations
Mgr. Vladimír Plutko Professional associate Lawyer 2	Statutory city of Ostrava Legislative and legal department, head of the department	Provides legal, advisory and consulting activities for the project's solution team, legal support in the negotiation of business obligations and other relationships, participates in the process of concluding contracts
Ing. Tomáš Smolík Public procurement coordinator	Statutory city of Ostrava Department of Public Procurement, Head of Department	It organizes the awarding of public contracts It ensures the publication of information and data on public contracts
Ing. arch. Cyril Vltavský, MPA, Ing. arch. Jiří Buryz Technical manager 1	Statutory city of Ostrava Department of Spatial Planning and Building Regulations	Preparation and consultation of documents Expert service in solving problems in the field of spatial planning, urbanism, architecture, heritage preservation and city development It mediates coordinated opinions and coordinated binding opinions It ensures the supervision of the investment from the point of view of historic preservation
Mgr. Jan Žemla Expert project consultant	Director of Janáčkova Ostrava Philharmonic Managing Director of DKMO s.r.o.	Direction of project outputs Expert implementation consultation Publicity of the project

**Outside resources (subcontracting, seconded staff, etc)**

*If you do not have all skills/resources in-house, describe how you intend to get them (contributions of members, partner organisations, subcontracting, etc).*

*If there is subcontracting, please also complete the table in section 4.*

The project team includes representatives of the investor and the future user/administrator. All team members have experience in the implementation of projects of different focus. Specific professional support is further provided by individual departments of the municipality (legislative and legal department, culture department, spatial planning department, etc.)

During the preparation (and implementation) of the project, the services of the construction supervisor are used, whose team consists of:

- Project manager/ Project coordinator
- Cost manager
- Time coordinator (Planner)
- Health and Safety Coordinator
- Document manager/ Administrator of the contract and project documentation
- BIM consultant
- Technical Supervision – supervision of the construction of the new concert hall
- Technical Supervision – supervision of the reconstruction of the House of Culture of the City of Ostrava
- Technical supervision – acoustics
- Technical supervision – electrical engineer
- Technical supervision – building environment technician
- Technical supervision – high current electrical engineer
- Technical supervision – statics
- Assistant construction manager

As part of the selection process for the construction manager team, requirements were placed on the expertise of individual team members to the extent that corresponds to the specific nature of this construction.

**Construction supervisor** – ██████████ (Association "Garnets Consulting a.s., INVIN s.r.o., Contract Management, a.s., FETTERS management, s.r.o.)

Roles/Tasks:

Long-term analytical, control, negotiation, support activities in the pre-implementation, implementation and operational phase including in particular:

- assesses and controls all stages of project documentation
- administers the construction process
- provides construction management
- supports the contracting authority during the procurement process
- coordinates BIM
- processes changes

- supervises the completion and acceptance of the work
- performs an energy audit of the work

**Attorney** – [REDACTED] (Císař, Češka, Smutný, s.r.o., law firm)

Legal representation in the field of public procurement issues, effective application and enforcement of claims for damages. Legal advice in the preparation of the procurement procedure, in the processing of the procurement documentation and the preparation of the draft contract documentation. Representation of the contracting authority during the administration of the public contract for the construction contractor.

**Architects and engineers** (processors of design and project documentation, performance of copyright supervision:

- [REDACTED] - Principal Architect
- [REDACTED] – lead architect
- [REDACTED] - architect
- [REDACTED] - architect
- [REDACTED] – chief engineer
- [REDACTED] – assistant chief engineer

Design team: [REDACTED]

The architectural and design team also has support within this project in the form of specialized consultants from the USA such as:

- Theater Consultants Collaborative is a multidisciplinary team of industry specialists who provide consultancy to clients. It helps create inspiring performance spaces with progressive technical capabilities and creative talent. In this way, it enables to create an optimal connection between architects and operators in the plans.
- Nagata Acoustics is a leading Japanese acoustic consulting company that has also been based in Los Angeles since 2008. Its specialization enables the most technologically advanced assessment of acoustic designs. Nagata Acoustics provides consultancy to achieve the right balance between architectural, acoustic, visual, stage and other space requirements.
- TRANSSOLAR ENERGIETECHNIK GMBH (Transsolar KlimaEngineering) is a company that specializes in minimizing the impact on the climate and environment in the field of sustainable construction. The company has extensive experience in both passive and active elements of energy efficiency in buildings.
- Robert Silman associates structural engineers d.p.c (Silman) is a company providing the highest quality services in the field of civil engineering. During the implementation and consultation of project plans, he takes care of constant cooperation between investors, architects and other necessary consultants.

## 2.6 Consortium management and decision-making

### Consortium management and decision-making (if applicable)

*Explain the management structures and decision-making mechanisms within the consortium. Describe how decisions will be taken and how regular and effective communication will be ensured. Describe methods to ensure planning and control.*

*Note: The concept (including organisational structure and decision-making mechanisms) must be adapted to the complexity and*

*scale of the project.*

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## 2.7 Project management, quality assurance and monitoring and evaluation strategy

### **Project management, quality assurance and monitoring and evaluation strategy**

*Describe the measures planned to ensure that the project implementation is of high quality and completed in time.*

*Describe the methods to ensure good quality, monitoring, planning and control.*

*Describe the evaluation methods and indicators (quantitative and qualitative) to monitor and verify the outreach and coverage of the activities and results. The indicators proposed to measure progress should be relevant, realistic and measurable.*

The project team includes representatives of the investor and the future user/administrator. All team members have experience in the implementation of projects of different focus. Specific professional support is further provided by individual departments of the municipality (legislative and legal department, culture department, spatial planning department, etc.)

To ensure sufficient control of the project implementation process, including ensuring high quality of work and compliance with construction deadlines, the position of "construction manager" was established in the project team. The members of the "construction supervisor " team are listed in the previous chapter "Outside resources".

During the implementation of the project, regular inspection days will take place within the individual implementation teams.

There will be continuous monitoring of the progress of individual tasks, their evaluation and the operative solution of any changes in the project and possible corrective measures.

Contractual arrangements with suppliers will contain provisions containing procedures and penalties in case of non-compliance with the schedule or unexpected changes.

A project communication plan will be created, and modern communication tools will be used. These will enable sharing of documents, online team work on these documents, assigning timed tasks to specific persons, strategic, control and regular and operational meetings, even with the help of online conferences if necessary.

A well-crafted implementation schedule – a Gantt chart with sufficient time reserves.

Key future users of the project:

1. Dům kultury města Ostravy s.r.o. (House of Culture of the City of Ostrava), the subsequent organization of Dům kultury města Ostravy a.s) – this is a city organization whose task will be to manage the building itself, create and ensure its own program activities (theatres, lectures, educational activities), commercial activities (rentals and ensuring maximum utilization of individual spaces).
2. Janáček's Philharmonic Ostrava (JFO) - is a major long-term tenant and user of the building and exploits it to the greatest extent compared to any other entity. This contribution organization of the city has its own management, which also takes care of its own programming and business activities (concerts, filming, international activities, etc.).

In the future, the operation of the building will be controlled centrally, through a BMS (building management system) at the level of regulation of heating, cooling, air conditioning, lighting, electronic fire systems, electronic security systems, etc. This enables the optimization and reduction of building operation costs. The maintenance of the building will be dealt with in a similar way in relation to records and notices on the performance of revision activities/checks, records of energy consumption incl. detection of possible faults/leaks, etc.

As part of the Project Feasibility Study (August 2022), a qualitative risk analysis was prepared,

consisting of a matrix of risks that can be expected during the individual phases of the project. The risk matrix for each identified risk indicates the possible causes of failure, the severity of the impact of the failure on the project and the level of probability. As part of the risk analysis and the method of their elimination, the main scenarios were identified that could negatively affect the achievement of the set goals during the implementation of the investment plan. The large-scale construction of a new concert hall, with the start of permanent operation only in 2028, requires not only the identification of current known and anticipated risks, but also their subsequent updating and addition of other identified risks during the implementation of the project.

#§PRJ-MGT-PM§# #@FIN-MGT-FM@#

## 2.8 Cost effectiveness and financial management

### Cost effectiveness and financial management

*Describe the measures adopted to ensure that the proposed results and objectives will be achieved in the most cost-effective way.*

*⚠: Do NOT compare and justify the costs of the work package, but summarize briefly why your budget is cost effective.*

The costs of the project were determined based on the tendered construction budget of Phase I and then the investor budget of Phase II. phase, which was processed into project documentation for construction. Costs for the supply of audiovisual equipment were allocated separately from the construction budget. The costs of equipment (furniture) were determined based on similar contracts. The cost of delivery and installation of the organ was determined based on market research. The costs of construction preparation (surveys, consultations, legal services, etc.), costs of studies and project documentation and of the construction supervisor are based on concluded contracts for the work. Construction investment (II. construction phase) is now the subject of a tender procedure.

The final amount of costs will result from the procurement procedure, which is implemented in accordance with Act No. 134/2016 Coll., on the award of public contracts.

The price-forming factor of the project is, in the context of ordinary buildings, its specific purpose, i.e. a concert hall. Design of constructions and material solutions is based on the primary goal, which is to achieve top acoustics. This is then comprehensively reflected in the entire building (see building and room acoustics, measures against the spread of vibrations, etc.). Another factor influencing the amount of investment is the foundation of the building, which is based on the results of an engineering-geological survey, which revealed relatively complex foundation conditions, to which the designer was forced to respond in an adequate manner. The complexity of the structural solution (steel structure, reinforced concrete shell, facade, etc.) depends on the unique asymmetrical shape of the building, designed by Steven Holl Architects from New York and Architecture Acts from Prague.

The project also includes investments of a more significant financial scale, which are, however, associated with future savings in operating costs, an example is the construction of a system of geothermal wells and heat pumps for heating/cooling the building.

The project's cash flow is ensured and updated by the finance department in cooperation with the city's strategic development department. Based on the specification of the amount of the project budget, an increase in the loan from the EIB to EUR 84 million was requested. The loan agreement is in the state before signing the contract. The JTM grant can be provided in the amount of 25% of the loan amount. The City of Ostrava will finance the project in the amount of at least 10% of the total costs. The city's own resources are funds in the Fund for the construction of the Concert Hall. The fund is continuously replenished in the amount of at least CZK 100 million per year. The total costs and sources of financing are presented in chapter 2.3 Financial maturity.

An inflation clause is included in long-term contracts for work so that the contractor has correct information for determining the bid price. The costs associated with the application of the inflation clause are taken into account in the budget of the statutory city of Ostrava.

Although the contractor has not yet been selected and the final version of the budget is not known, we can say that based on the price offers received, the city has enough financial resources to finance the project.

#§FIN-MGT-FM§# #@RSK-MGT-RM@#

## 2.9 Communication, dissemination and visibility

### Communication, dissemination and visibility of funding

*Describe the dissemination and communication activities which are planned in order to promote the activities/results and maximise the impact (to whom, which format, how many, etc.). Clarify how you will reach the target groups, relevant stakeholders, policymakers and the general public and explain the choice of the dissemination channels.*

*Describe how visibility EU funding will be ensured (e.g. billboards, reports, websites, brochures, information leaflets, reports, factsheets, newsletters, press articles, presentations, etc.).*

The project is already consulted and communicated with the professional and lay public in the individual stages of preparation. The very design of the extension of the concert hall arose from an international architectural competition. After the end of the architectural competition, a public exhibition of all the competition proposals took place in the premises of the Municipal Studio of Planning and Architecture (MAPP), which was accompanied by a discussion with the public.

An important means of communication in relation to the public are the project's website and social networks, where news and interesting things related to the preparation of the project are published and there is, above all, space for answering questions.

Publications on the website of the Statutory City of Ostrava: <https://fajnova.cz/projekt/koncertni-sal-a-rekonstrukce-domu-kultury-mesta-ostravy/>

A separate website: <https://www.koncertnival.cz/>

Facebook: <https://www.facebook.com/koncertnivalostrava/>

Reports on the preparation of the project are already being published on an ongoing basis, e.g.: <https://www.ostrava.cz/cs/o-meste/aktualne/ostravsky-koncertni-sal-ma-sve-prvni-navstevniky-zatim-v-modelu>

<https://www.ostrava.cz/cs/o-meste/aktualne/ostrava-se-v-realizaci-koncertniho-salu-posunula-o-dalsi-krok-a-po-ziskanem-stavebnim-povoleni-hleda-zhotovitele-stavby>

On October 28, potential investors are introduced to the concert hall project as part of the city class transformation concept during the city's presentations at the investment opportunities fairs in Cannes (MIPIM) and Munich (EXPO REAL) and at other conferences, etc.

Since it is already a very interesting project in the media, which was even included in the ranking of the 10 most anticipated buildings in the world, articles about it are continuously published in the daily press, e.g. <https://ct24.ceskatelevize.cz/regiony/3154326-jedna-z-nejocekavanejsich-staveb-sveta-ostrava-ma-studii-futuristicke-koncertni-haly>

Information about the financing of the project from the EU – JTM will be provided on the project website as well as on all information materials intended for the public. At the location of the project, the public will be informed in the form of a billboard and a commemorative plaque.

All publicity conditions resulting from any grant and loan agreement will be observed in case of receiving support within the JTM.

#§COM-DIS-VIS-CDV§# #@SUS-CON-SC@#

## 2.10 Sustainability and continuation

### Sustainability, long-term impact and continuation (if relevant)

*Describe the follow-up of the project after the EU funding ends. How will the project impact be ensured and sustained?*

*What will need to be done? Which parts of the project should be continued or maintained? How will this be achieved? Which resources will be necessary to continue the project? How will the results be used?*

*Are there any possible synergies/complementarities with other (EU funded) activities that can build on the project results?*

After its completion, the outputs of the project will serve their purpose, i.e. especially for the organization of musical, cultural, social, and educational events for the general public not only from



the Czech Republic but also from abroad. Thanks to the implementation of the project, home space and facilities will also be created in accordance with the needs of the Janáček Philharmonic Orchestra.

In the future, the building's operation, including maintenance, will be the responsibility of the company established by the statutory city of Ostrava and 100% owned by the association Dům kultury města Ostrava s.r.o. Business companies of the Statutory City of Ostrava annually translate the plan of activities (including investment actions) for the following period and the requirements for their coverage from the city budget.

In the future, the operation of the building will be controlled centrally, through a BMS (building management system) at the level of regulation of heating, cooling, air conditioning, lighting, electronic fire and security systems, etc. This enables the optimization and reduction of building operation costs. The maintenance of the building will be dealt with in a similar way in relation to records and notices on the performance of revision activities/checks, records of energy consumption incl. detection of possible faults/leaks, etc.

Together with the transformation of the House of Culture of the city of Ostrava, the concert hall is the flagship of the current transformation of the city. Several projects will be implemented in the vicinity of the House of Culture and the future concert hall in the coming years, which will have a positive impact on the wider area. For example, the neighboring Orchard Dr. Milady Horáková, reconstruction of the tram line (noise reduction), two parking garages are being built in the immediate vicinity. Opposite the concert hall, the construction of a new building of the Moravian-Silesian Library, known as the "Black Cube", will begin, financed within the framework of JTM pillar I.

The project of transforming the adjacent street 28. října into a city boulevard, which runs through almost the entire territory of the city, is significant. One of the first stages is the modification of the space in front of the House of Culture.

At a distance of 450 m (1 tram stop), the Statutory City of Ostrava is preparing a project for the reconstruction of the Náměstí republiky interchange. The project includes the modification of the traffic solution of the location, including the aestheticization of stops, underpasses, and the surrounding public space. At the same time, there will be an improvement in the quality of transfer links between individual types of public transport, suburban connections, and passenger cars (P+R). Visitors to the concert hall will also use this interchange in the future.

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### **3. WORKPLAN, WORK PACKAGES, ACTIVITIES, RESOURCES AND TIMING**

#### **3.1 Work plan**

##### **Work plan**

*Provide a brief description of the overall structure of the work plan (list of work packages or graphical presentation (Pert chart or similar)).*

The implementation phase of the project includes the start of the physical works of both phases of the construction (both preparatory work on the territory and earthworks, as well as the actual start of the construction of the new concert hall building). These activities will also be accompanied by the creation of documentation of the actual execution of the building (both phases) and the subsequent approval of the completed buildings. Before handing over the finished work, a test operation will be carried out, which will ensure an optimal assessment of the fulfilment of the investor's requirements. The key activities of the implementation phase mainly include:

- start of the I. phase of the construction – land preparation works,
- documentation of the actual construction of the I. phase of the construction,
- approval of selected building objects and acceptance of the first phase of construction
- the start of II. construction phase – actual construction of the extension of the concert hall,
- documentation of the actual execution of the building II. construction phase,
- approval II. construction phase
- test operation run,
- handing over the completed work,
- preparation of permanent operation.

*Timetable*

**Timetable (projects of more than 2 years)**

*Fill in cells in beige to show the duration of activities. Repeat lines/columns as necessary.*

*Note: Use actual calendar years and quarters. In the timeline you should indicate the timing of each activity per WP. You may add additional columns if your project is longer than 6 years.*

#§WRK-PLA-WP§#

ACTIVITY	2023				2024				2025				2026				2027			
	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
	M 1-3	M 4-6	M 7-9	M 10-12	M 13-15	M 16-18	M 19-21	M 22-24	M 25-27	M 28-30	M 31-33	M 34-36	M 37-39	M 40-42	M 43-45	M 46-48	M 49-51	M 52-54	M 55-57	M 58-60
<b>WP1 Task 1.1 – Land preparation works (project implementation phase I)</b>			M1			M11														
						D1.1														
<b>WP2 Task 2.1 – Procurement for construction works (project implementation phase II)</b>			M1			M10														
<b>WP2 Task 2.2 – Construction works (project implementation phase II)</b>						M11														M52
																				D2.1
<b>WP3 Task 3.1 – Procurement for the audiovisual equipment</b>													M34			M40				
<b>WP3 Task 3.2 – Procurement for the organ</b>							M17		M22											
<b>WP3 Task 3.3 – Procurement for the supply of furniture</b>											M29		M34							
<b>WP3 Task 3.4 – Delivery of the audiovisual equipment</b>																			M49	
																			D3.1	
<b>WP3 Task 3.5 – Delivery of the organ</b>																				M52
																				D3.2

**WP3 Task 3.6 – Delivery and installation of the furniture**

M52  
D3.3

**WP4 Task 4.1 – Project management and communication**

M1

M19  
D4.1

M31  
D4.2

M43  
D5.3

M52  
D4.4

#§WRK-PLA-WP§#

#@ETH-ICS-EI@#

## 4. OTHER

### 4.1 Ethics and EU values

#### Ethics and EU values

*Describe ethics issues that may arise during the project implementation and the measures you intend to take to solve/avoid them.*

*Describe how you will ensure gender mainstreaming in the project activities.*

*Outline measures to be taken and the policies in place to guarantee full compliance with the EU values mentioned in Article 2 of the Treaty on the European Union and Article 21 of the EU Charter of Fundamental Rights.*

The principles set out in the EU Treaty (Article 2) and in the Charter of Fundamental Rights of the EU (Article 21) will be respected and observed in the project implementation phase and in its operation phase.

The outputs of the project will be made available to all persons/visitors/actors regardless of their gender, age, race, sexual orientation, disability, political or religious opinion or national origin.

The outputs of the project will also be made accessible to persons with reduced mobility and the disabled: All public parts of the Concert Hall extension are designed regarding persons with limited mobility and orientation. The paved access areas are complemented by guidelines and warning strips. The individual floors of the new building are connected by elevators from the entrance lobby.

During the implementation of the project, there is an almost equal representation of women and men in the project team. In the operational phase when new jobs are created, an equal distribution between women (16 workers) and men (16 workers) is assumed.

#§ETH-ICS-EI§# #@SEC-URI-SU@#

### 4.2 Security

#### Security

Not applicable.

## 5. DECLARATIONS

### Type of applicant

*Indicate the type of entity your organisation is.*

Which type of entity are you ( <i>only specific types of legal entities are eligible for JTM calls; see Call document</i> )?	Public body	<b>X</b>
If you are a private body with public service mission, explain and provide details and attach appropriate evidence in annex.	Private body with public service mission	..

The applicant is the Statutory City of Ostrava - a public entity

Do you have a decarbonisation plan?

**[YES]**

If yes, please annex it to the application and provide a hyperlink to where it is published.

The Sustainable Energy and Climate Action Plan (SECAP - Sustainable Energy and Climate Action Plan) proposes projects aimed at reducing energy consumption (savings, reducing environmental impacts, reducing CO2 emissions) while considering the possibilities of climate change adaptation measures, more on the website:

<https://zdravaova.cz/strategicke-dokumenty-3/>

<https://egc.ostrava.cz/category/energy-performance/subcategory-energy-performance/sustainable-energy-and-climate-action-plan-energy-performance-plan-energy-performance>

**Higher funding rate (if applicable)**

YES/NO

Do you fulfil the conditions set out in the Call document for a higher funding rate (project located in a less developed region)?

YES

If YES, explain and provide details.

The project will be implemented in a less developed region – Czech Republic, Moravian-Silesian Region.

**Blended finance loan application**

*This call is a blended financing call and grant applications can therefore only be awarded to beneficiaries that have also received EIB loan financing as described in the Call document.*

YES/NO

Please confirm that you will also submit a loan application for the project, in accordance with the conditions set out in the Call document.

YES

**Double funding**

**Information concerning other EU grants for this project**

*Please note that there is a strict prohibition of double funding from the EU budget.*

YES/NO

We confirm that to our best knowledge neither the project as a whole nor any parts of it have benefitted from any other EU grant (including EU funding managed by authorities in EU Member States or other funding bodies, e.g. EU Regional Funds, EU Agricultural Funds, etc). If NO, explain and provide details.

YES

We confirm that to our best knowledge neither the project as a whole nor any parts of it are (nor will be) submitted for any other EU grant (including EU funding managed by authorities in EU Member States or other funding bodies, e.g. EU Regional Funds, EU Agricultural Funds, etc). If NO, explain and provide details.

YES

The complex project "Concert Hall and Reconstruction of the House of Culture of the City of Ostrava" consists of two separate projects:

1. Ostrava Concert Hall (which is the subject of this request) a
2. Reconstruction of the House of Culture of the City of Ostrava.

To ensure the financing of the first project - the Ostrava Concert Hall, no requests for support from EU funds have been and will not be submitted.

### HISTORY OF CHANGES

VERSION	PUBLICATION DATE	CHANGE
1.1	13/03/2024	Initial version

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

Estimated EU contribution					
Estimated eligible lump sum contributions (per work package)					Maximum grant amount <sup>1</sup>
WP1 Project implementation phase I – Land preparation works	WP2 Project implementation phase II – Construction works	WP3 Acquisition of music equipment and furniture	WP4 Project management and communication		
Lump sum contribution	Lump sum contribution	Lump sum contribution	Lump sum contribution		
Forms of funding	a	b	c	d	e = a + b + c + d
1 - MO	1 300 000.00	18 198 000.00	1 500 000.00	2 000.00	21 000 000.00

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



FINANCIAL STATEMENT FOR THE ACTION FOR REPORTING PERIOD [NUMBER]

EU contribution												Requested EU contribution
Eligible lump sum contributions (per work package)												
WP1 [name]	WP2 [name]	WP3 [name]	WP4 [name]	WP5 [name]	WP6 [name]	WP7 [name]	WP8 [name]	WP9 [name]	WP10 [name]	WP [XX]		
<b>Forms of funding</b>	[ Lump sum contribution// Financing not linked to costs]	[ Lump sum contribution// Financing not linked to costs]	[ Lump sum contribution// Financing not linked to costs]	[ Lump sum contribution// Financing not linked to costs]	[ Lump sum contribution// Financing not linked to costs]	[ Lump sum contribution// Financing not linked to costs]	[ Lump sum contribution// Financing not linked to costs]	[ Lump sum contribution// Financing not linked to costs]	[ Lump sum contribution// Financing not linked to costs]	[ Lump sum contribution// Financing not linked to costs]	[ Lump sum contribution// Financing not linked to costs]	
<b>Status of completion</b>	COMPLETED	COMPLETED	COMPLETED	COMPLETED	COMPLETED	COMPLETED	COMPLETED	PARTIALLY COMPLETED	PARTIALLY COMPLETED	COMPLETED	NOT COMPLETED	
	a	b	c	d	e	f	g	h	i	j	k	$l = a + b + c + d + e + f + g + h + i + j + k$
<b>1 – [short name beneficiary]</b>												
<b>1.1 – [short name affiliated entity]</b>												
<b>2 – [short name beneficiary]</b>												
<b>2.1 – [short name affiliated entity]</b>												
<b>X – [short name associated partner]</b>												
<b>Total consortium</b>												

**The consortium hereby confirms that:**  
 The information provided is complete, reliable and true.  
 The lump sum contributions declared are eligible (in particular, the work packages have been completed and the work has been properly implemented and/or the results were achieved; see Article 6).  
 The proper implementation of the action/achievement of the results 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, 21 and 25).

## 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 project results) on the beneficiaries' **websites** or **social media accounts**
- for actions involving equipment, infrastructure or works, display public **plaques** or **billboards** as soon as the work on the action starts and a **permanent commemorative plaque** once it is finished, with the European flag and funding statement
- upload the public **project results** to the JTM Project Results platform, available through the Funding & Tenders Portal.

## **SPECIFIC RULES FOR CARRYING OUT THE ACTION (— ARTICLE 18)**

### **Durability**

Unless exempted by the granting authority, the beneficiaries must commit to continue to use and maintain after the end of the action equipment funded under this grant agreement „ 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
- the amount of the grant depends on the amount of the loan granted by the Implementing Partner (and will be reduced if the final amount of the loan is reduced)
- they must inform the granting authority both about the approval for financing, the entry into force of the financing agreement 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 financial close
- 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.