



Education, Audiovisual and Culture Executive Agency

Europe for Citizens

GRANT DECISION FOR AN ACTION

**Decision Nr 2019 - 2118 / 057 - 001 of the
Education, Audiovisual and Culture Executive Agency
on the award of a grant to support**

Strand 1 – European Remembrance (REMEM)
Strand 2 - Democratic engagement and civic participation, Measures Civil Society Projects
(CIV), Networks of Towns (NT) and Town Twinning (TT)
within the Europe for Citizens Programme

The **Education, Audiovisual and Culture Executive Agency** (hereinafter referred to as "the Agency"), acting under powers delegated by the European Commission (hereinafter referred to as "the Commission"),

Having regard to the Treaty on the Functioning of the European Union;

Having regard to the COUNCIL REGULATION (EU) No 390/2014 OJ L 115/3 of 17/04/2014;
establishing the 'Europe for Citizens' programme for the period 2014-2020;

Whereas:

- (1) 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 PE/13/2018/REV/1 (OJ L 193, 30.7.2018, p. 1–222).
- (2) Commission Implementing Decision 2013/776/EU of 19 December 2013 establishing the "Education, Audiovisual and Culture Executive Agency"¹ and repealing Decision 2009/336/EC of 20 April 2009² setting up the Education, Audiovisual and Culture Executive Agency for the management of Community action in the fields of education, audiovisual and culture in application of Council Regulation (EC) No 58/2003³ provides that the Agency is responsible for the management of grants to be awarded under the Union programmes delegated to it, including the Europe for Citizens Programme;

¹ OJ L 343 of 19.12.2013, p. 46

² OJ L 101 of 21.04.2009, p. 26, as amended subsequently.

³ OJ L 11 of 16.01.2003, p. 1.

- (3) Commission Decision C(2018)7435 of 13 November 2018 amending Commission Decision C(2013)9189 of 18 December 2013 delegating powers to the Education, Audiovisual and Culture Executive Agency with a view to performance of tasks linked to implementation of Union Programmes in the fields of education, audiovisual and culture, comprising, in particular, implementation of appropriations entered in the general budget of the Union and the EDF allocations;
- (4) On 17/12/2018, the Agency published the call for proposals n° EACEA-51/2018 Europe for Citizens programme – actions grants 2019 (the "call") in order to support Strand 1: European Remembrance and Strand 2: Democratic engagement and civic participation within the framework of the Europe for Citizens Programme 2014-2020;
- (5) This Grant Decision is adopted following a call for proposals by which applicants have been informed of the model Grant Decision of the Agency and of the General Conditions. Submission of a grant application implies acceptance of the General Conditions annexed to this Grant Decision;
- (6) The addressee of this Grant Decision presented a grant application under this call for proposals (application No 615755-CITIZ-1-2019-2-SK-CITIZ-TT), wherein he declares that he has taken note of the conditions set out in the call, including the General Conditions of the model Grant Decision annexed to it, and accepts them;
- (7) The application fulfils the conditions set out in the abovementioned call for proposals and has been selected;
- (8) The 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 irregularities⁴ and Regulation (EU, EURATOM) No 883/2013 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF)⁵ provide for measures for the effective protection of the Union's financial interests;
- (9) The Agency, the Commission and the European Court of Auditors may check the use made of the grant at any time during the implementation of the action and during a period of five years following the date of payment of the balance or of three years following the payment of the balance in the case the maximum amount of the grant is not more than EUR 60 000.
- (10) Whereas the Commission has taken a decision No C(2013)7180 on 31.10.2013 authorizing the use of lump sums and reimbursement on the basis of unit costs to cover one or more different categories of eligible costs under the "Europe for Citizens" programme.
- (11) The generic term "*action*" used hereinafter in the Grant decision means the work programme of the beneficiary as described in Annex I.

HAS DECIDED AS FOLLOWS:

⁴ OJ L 292, 15.11.1996, p. 2-5.

⁵ OJ L 248, 18.09.2013 p. 1-22.

ARTICLE 1 – PURPOSE OF THE GRANT

A European Union grant is awarded to:

MUNICIPALITY OF TOMASOV

1 MAJA 5,

PO BOX

SK - 900 44 TOMASOV

hereinafter referred to as “the beneficiary”,

represented for the purposes of this Grant Decision by Istvan POMICHAL

for the action entitled #BFF ("the action") as described in Annex I, under the terms and conditions set out in the present Grant Decision, the General Conditions and the other Annexes to this Grant Decision.

The beneficiary shall implement the action, acting on its own responsibility.

ARTICLE 2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE GRANT DECISION

2.1 The Grant Decision shall take effect on the date of its notification to the beneficiary.

2.2 The action shall be carried out between 20-02-2020 and 20-11-2020.

ARTICLE 3 – MAXIMUM AMOUNT AND FORM OF GRANT

3.1 The maximum amount of the grant is EUR **24.190,00**.

3.2 The grant takes the form of:

(a) Reimbursement of eligible costs: not applicable

(b) a unit contribution (“unit contribution”) to cover the following categories of eligible costs:

- staff costs
- travel and overnight stay costs
- rental of room/interpretation/translation/technical resources
- communication/dissemination costs
- coordination costs.

(only applicable to Strand 1 – 'European Remembrance' (REMEM) and Strand 2 - Democratic engagement and civic participation, Measures 'Civil Society Projects' (CIV) and 'Networks of Towns' (NT))

(c) a lump sum contribution (“lump sum contribution”) to cover the following categories of eligible costs:

Option 1 *only applicable to Strand 1 – 'European Remembrance' (REMEM) and Strand 2 - Democratic engagement and civic participation, Measure 'Civil Society Projects' (CIV)*

related to the preparatory activities linked to the action:

- travel and overnight stay costs

- costs for research and IT tools

Option 2 *only applicable to Strand 2 - Democratic engagement and civic participation, Measure 'Town Twinning' (TT)*

related to the implementation of the action:

- travel and overnight stay costs

(d) flat-rate contribution: not applicable.

(e) Financing not linked to costs: not applicable.

ARTICLE 4 – REPORTING, REQUESTS FOR PAYMENTS AND SUPPORTING DOCUMENTS

4.1 Reporting periods

The *action* is divided into the following *reporting periods*:

- Reporting period 1: from 20-02-2020 to the end of the period set out in Article 2.2

4.2 Request for second pre-financing payment and supporting documents

Not applicable

4.3 Request for interim payment and supporting documents

Not applicable

4.4 Request for payment of the balance and supporting documents

The beneficiary must submit a request for payment of the balance within 60 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

(a) a final report on implementation of the *action* ('final technical report'), drawn up in accordance with Annex IV, containing:

(i) the information needed to justify the contribution requested on the basis of unit costs and lump sums (as provided for in Article 3.2(b) and (c);

(ii) information on subcontracting as referred to in General condition n° 11.1(d);

(b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by the beneficiary.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex V and detail the amounts for each of the forms of grant set out in Article 3.2 for the last reporting period;

The beneficiary must certify that the information provided in the request for payment of the balance is full, reliable and true.

The beneficiary must also certify that the costs incurred can be considered eligible in accordance with the Grant decision and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in General condition n° 27.

4.5 Information on cumulative expenditure incurred

Not applicable

4.6 Currency for requests for payment and financial statements and conversion into euro
Requests for payment and financial statements must be drafted in euros.

The beneficiary with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union* (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>), determined over the corresponding reporting period.

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm), determined over the corresponding reporting period.

The beneficiary with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

4.7 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements must be submitted in any of the EU official languages.

ARTICLE 5 — PAYMENTS AND PAYMENT ARRANGEMENTS

5.1 Payments to be made

The Agency must make the following payments to the beneficiary:

- one pre-financing payment (no pre-financing payment for Strand 2 Town Twinning (TT))
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article 4.4.

5.2 Pre-financing payment[s]

The aim of the pre-financing is to provide the beneficiary with a float. The pre-financing remains the property of the European Union ('the Union') until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Agency must make the pre-financing payment of 60% of the maximum amount specified in Article 3.1 to the beneficiary within 30 calendar days from the notification of the Grant decision, except if General condition n° 24.1 applies.

5.3 Interim payment[s]

Not applicable

5.4 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions for the implementation of the *action*.

If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with General condition n° 25, the payment of the balance takes the form of a recovery as provided for by General condition n° 26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with General condition n° 25, the Agency must pay the balance within 60 calendar days from when it receives the documents referred to in Article.4.4, except if General condition n° 24.1 or General condition n° 24.2 apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The Agency determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with General condition n° 25.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Commission or to an executive agency (under the EU or Euratom budget), up to the *maximum amount of the grant*.

5.5 Notification of amounts due

- (a) The Agency must send a *formal notification* to the beneficiary informing it of the amount due; and
- (b) specifying whether the notification concerns an interim payment or the payment of the balance.

For the payment of the balance, the Agency must also specify the final amount of the grant determined in accordance with General condition n° 25.

Not applicable for Strand 2 Town Twinning (TT)

5.6 Interest on late payment

If the Agency does not pay within the time limits for payment, the beneficiary is entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

Late-payment interest is not due if the beneficiary is a Member State of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Grant decision).

If the Agency suspends the time limit for payment as provided for in General condition n° 24.2 or if it suspends an actual payment as provided for in General condition n° 24.1, these actions may not be considered as cases of late payment.

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 5.8. The Agency does not consider payable interest when determining the final amount of grant within the meaning of General condition n° 25.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the beneficiary only if the beneficiary requests it within two months of receiving late payment.

5.7 Currency for payments

The Agency must make payments in euros.

5.8 Date of payment

Payments by the Agency are considered to have been carried out on the date when they are debited to its account.

5.9 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the Agency and/or the Commission bears the costs of transfer charged by its bank;
- (b) the beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

5.10 Payments to the beneficiary

The Agency must make payments to the beneficiary.

Payments to the beneficiary discharge the Agency from its payment obligation.

ARTICLE 6 — BANK ACCOUNT FOR PAYMENTS

All payments must be made to the beneficiary's bank account as indicated below:

Name of the bank: PRIMA BANKA SLOVENSKO, A.S.

Address of branch: 11, HODZOVA, SK ZILINA

Precise denomination of the account holder: OBECNY URAD TOMASOV

IBAN code: SK3456000000001801903001

ARTICLE 7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

7.1 Data controller

The entity acting as a data controller as provided for in General condition n° 7 is the Director of the Agency

7.2 Communication details of the Agency

Any communication addressed to the Agency must be sent to the following address:

Education, Audiovisual and Culture Executive Agency
Mr Gilles PELAYO
Unit Europe for Citizens
Office : SPA2 03/89
1, Avenue du Bourget
1049 Brussels
Belgium

e-mails: eacea-cl-remembrance@ec.europa.eu (European Remembrance)
eacea-cl-civilsociety@ec.europa.eu (Civil Society Projects)
EACEA-C1-TT-NT@ec.europa.eu (Networks of Towns & Town Twinning)

7.3 Communication details of the beneficiary

Any communication from the Agency to the beneficiary must be sent to the following address:

MUNICIPALITY OF TOMASOV ,
1 MAJA 5,

PO BOX
SK - 900 44 TOMASOV

ARTICLE 8 – ORDER OF PRECEDENCE AND ANNEXES

The Annex II "General Conditions" (hereinafter referred to as the "General Conditions") and the other Annexes to the present Grant Decision form an integral part of the present Grant Decision. The terms set out in this Grant Decision shall take precedence over those in the General Conditions. The terms of the General Conditions shall take precedence over the other Annexes.

ARTICLE 9 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In accordance with General condition n° 9.3, whereby the Agency and/or the Union acquires rights to use the results of the *action*, these results may be exploited using any of the following modes:

- (a) 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;
- (b) communication through press information services;

- (c) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- (d) edit or re-write in another way the results of the *action*, including shortening, summarising, modifying the content, correcting technical errors in the content
- (e) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the *action*;
- (f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the *action*;
- (g) prepare derivative works of the results of the *action*;
- (h) translate, insert subtitles in, dub the results of the *action* in:
 - all official languages of EU
- (i) license or sub-license to third parties, including if there are licensed *pre-existing rights*, any of the rights or modes of exploitation set out of in the points above

The beneficiary must ensure that the Agency and/or the Union has the rights of use specified in the General Conditions and in the points above for the whole duration of the industrial or intellectual property rights concerned.

ARTICLE 10 — INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

As an exception to General condition n° 25.3, the no-profit principle does not apply to the *action*.

ARTICLE 11 – GRANT REDUCTION IN THE CASE OF NON-COMPLIANCE WITH AN OBLIGATION UNDER THE GRANT DECISION AND FOR NON-, POOR, PARTIAL, OR LATE IMPLEMENTATION

1. For the purpose of poor, partial or late implementation as provided for in General condition n° 25.4, the assessment of the implementation of the project will be performed by the Agency, which will result in the award of a score comprised between 0% and 100%, where 0% is at the bottom of the rating scale (corresponding to the worst quality of implementation) and 100% is at the top (corresponding to the best quality of implementation).

2. The score awarded will take into account the existence and seriousness of non-, poor, partial or late implementation, and its impact on the achievement of the project. If the score is below 50%, the following reduction rates may be applied on the maximum amount of the grant provided for in the grant decision:

- 25% if the project scores at least 40% and below 50%, meaning that some objectives/results set in the application have not been reached, limiting the global result of the project;

- 35% if the project scores at least 30% and below 40% meaning that several important objectives/results set in the application have not been reached, the global result of the project has been affected and the project can be considered only partially achieved;
 - 55% if the project scores at least 20% and below 30% meaning that the majority of the objectives/results set in the application have not been reached, the global result of the project has been strongly affected and the project cannot be considered achieved;
 - 75% if the project scores below 20%, meaning that any objectives/results set in the application have not been reached and any substantial outcomes of the project have not been reached in a satisfactory way.
3. Without prejudice to the right to terminate the grant, the Agency may also apply a 20%-reduction rate on the maximum amount of the grant if an obligation under the Grant Decision has been breached, in particular in case of non-compliance with the obligation of visibility of Union funding set out in General condition n° 8 which constitutes a substantial obligation.

SIGNATURES



For the Agency

Gilles PELAYO
Head of Unit

Done at Brussels, 17.02.2020

Annex I	Description of the action
Annex II	General Conditions ("the General Conditions")
Annex III	Estimated budget
Annex IV	Model technical activity report
Annex V	Model financial statement (included in Annex IV)
Annex VI	Model terms of reference for the certificate on the financial statements: not applicable
Annex VII	Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable
Annex VIII	Model terms of reference for the operational verification report: not applicable

ANNEX I
DESCRIPTION OF THE ACTION

The grant awarded aims at implementing the activities as they are described in the application form:

Submitted by: MUNICIPALITY OF TOMASOV

For the project whose title is: #BFF

Registered by the Executive Agency under the reference number: 615755-CITIZ-1-2019-2-SK-CITIZ-TT

ANNEX II — GENERAL CONDITIONS

ANNEX III

ESTIMATED BUDGET OF THE ACTION

ANNEX III

ESTIMATED BUDGET OF THE ACTION

Project Reference Number	Total number of invited participants	Grant Requested	Maximum Grant Awarded
615755-CITIZ-1-2019-2-SK-CITIZ-TT	161-175	€24.190,00	€24.190,00

ANNEX IV

ACTIVITY REPORTS AND FINANCIAL STATEMENTS TO BE SUBMITTED

The request for payment of the balance has to be sent by means of electronic final report form (e-final report), which has to be accompanied by the following documents justifying the final determination of the unit contribution and lump sums financing:

- Declaration on honour;
- Financial final report – grant calculation sheet.

The acceptance of the final report is conditioned upon the publication of the project-related information on the website of the beneficiary in accordance with the requirements available in the website:

http://eacea.ec.europa.eu/europe-for-citizens/beneficiaries-space_en

