

JOINT PROCUREMENT AGREEMENT no1-15/88

TO SELECT THE AIGF CONSORTIA WHICH WILL SET UP, HOST AND OPERATE THE AIGFS AND FROM WHOM THE CONTRACTING PARTIES WILL ACQUIRE AI COMPUTE ACCESS TIME

This Joint Procurement Agreement (hereinafter, the “Agreement”) is entered into by and between:

The **European High Performance Computing Joint Undertaking** (hereinafter, “the EuroHPC Joint Undertaking” or “EuroHPC JU”), represented for the purposes of signature of this Agreement by its Executive Director, Anders Dam Jensen,

on the one hand,

and

the following contracting authorities from the Participating States to the EuroHPC JU (hereinafter, the “National Contracting Authorities”):

The **Ministry of Justice and Digital Affairs of Estonia**, represented by the Minister of Justice and Digital Affairs, Liisa-Ly Pakosta,

on the other hand,

In this Agreement, the EuroHPC JU and the National Contracting Authorities are referred to collectively as the “Contracting Parties” and individually as “Contracting Party”.

PREAMBLE

WHEREAS:

- (1) The EuroHPC JU was established by Council Regulation (EU) 2021/1173 of 13 July 2021¹ as amended by Council Regulation (EU) 2024/1732 of 17 June 2024² and Council Regulation (EU) 2026/150 of 16 January 2026³ (hereinafter referred to as the ‘Regulation’), the latter creating a new pillar of activities for the EuroHPC Joint Undertaking (EuroHPC JU), enabling it to perform activities for the implementation of Artificial Intelligence Giga Factories (hereinafter, “AIGFs”), while also accommodating for their specificities.
- (2) In accordance with Article 3(2), letter h) of the Regulation, one of the objectives to be pursued by the EuroHPC JU is to develop and operate the AI factories, and to support the establishment of, and access to, AIGFs and their services, with a view to building a dynamic, innovative, sustainable and resilient AI ecosystem across the Union and ensuring scientific and industrial leadership.
- (3) In this context, the Contracting Parties intend to pursue a joint procurement procedure within the meaning of Article 168(2) of Regulation (EU, Euratom) 2024/2509 on the financial rules applicable to the general budget of the Union⁴ (hereinafter referred to as the “Financial Regulation”), to select a number of AIGF Consortia whose proposals will be the highest ranked following the evaluation procedure that will set up, host and operate the AIGFs and from whom the Contracting Parties will acquire AI compute access time in accordance with the Regulation.
- (4) On the basis of the present Agreement, the EuroHPC JU will launch the Call for Tenders to select the AIGF Consortia which will set up, host and operate the AIGFs and from whom the Contracting Parties will jointly acquire AI compute access time and related services for the Union and the relevant National Contracting Authorities. The tender will be split in two (2) Lots as specified in Article 18, each of which shall reflect different scales of investment and compute capacity of the selected AIGF Consortia.
- (5) According to Article 12b(5) of the Regulation, the Union financial contribution shall cover up to 17 % to the capital expenditure (CAPEX) investments in the overall computing infrastructure of the AIGF. Alternatively, the Union contribution may take the form of a pre-agreed guaranteed purchase of access time to the AIGF (off-take model), equivalent in value up to 17 % of the CAPEX of the overall computing infrastructure of the AIGF. One or more

¹ Council Regulation (EU) 2021/1173 of 13 July 2021 on establishing the European High Performance Computing Joint Undertaking and repealing Regulation (EU) 2018/1488, OJ L 256, 19.7.2021, p. 3.

² Council Regulation (EU) 2024/1732 of 17 June 2024 amending Regulation (EU) 2021/1173 as regards a EuroHPC initiative for start-ups in order to boost European leadership in trustworthy artificial intelligence, OJ L, 2024/1732, 19.6.2024, ELI: <http://data.europa.eu/eli/reg/2024/1732/oj>

³ Council Regulation (EU) 2026/150 of 16 January 2026 amending Regulation (EU) 2021/1173 on establishing the European High Performance Computing Joint Undertaking, OJ L, 2026/150, 19.1.2026, ELI: <http://data.europa.eu/eli/reg/2026/150/oj>

⁴ Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast), OJ L, 2024/2509, 26.9.2024.

National Contracting Authorities from the Participating States shall at least match the Union contribution. The remaining investment as well as the operational expenditure (OPEX) of the AIGF shall be covered by the AIGF Consortium. In the case of multi-site single-country AIGF, the full Union contribution, with the corresponding AI compute access rights, may be allocated to the largest constituent site. In case of multi-site multi-country AIGF, the Union contribution may be allocated to AIGFs that meet the required scale and to one AIGF per each participating Member State.

(6) According to Article 12b(13) of the Regulation, the access time of the Union and the National Contracting Authorities from the Participating States in an AIGF shall be directly proportional to their respective financial contributions to the CAPEX of the computing infrastructure of the AIGF, or to the pre-agreed guaranteed purchase of access time to the AIGF.

(7) In accordance with Article 7(4)(a) of the Statutes of the EuroHPC JU as annexed to the Regulation, the Governing Board of the EuroHPC JU shall (i) approve the launch of the Call for Tenders, in accordance with the annual work programme; (ii) approve the selection of the AIGF Consortia which will establish and operate the AIGFs; (iii) determine the conditions of the Union's access time to the AIGF.

(8) After the award decision, AIGF Hosting Agreements will be signed by the EuroHPC JU with each selected AIGF Consortium. The AIGF Hosting Agreements will take the form of Framework Contracts, under which Specific Contracts will be signed for the purchase of AI compute access time.

(9) Nothing in this Agreement shall affect the rights and obligations of the Member States and of the Commission under the Treaties, and the achievement of the objectives of the European Union.

THE CONTRACTING PARTIES HAVE AGREED

on the terms below including the following Annexes:

Annex I -Declaration of absence of conflict of interests and protection of confidentiality to be given by member(s) of the evaluation committee as referred to in Article 12 (2) of this Agreement.

Annex II- Confirmation of completion of national procedures for the approval of this Agreement or the absence of a need for such procedures as referred to in Article 37(4) of this Agreement.

Annex III - Commitment to purchase a share of the AI compute access time from a selected AIGF Consortium as referred to in Article 18 of this Joint Procurement Agreement.

Title I

GENERAL PROVISIONS

Article 1

Subject matter

1. This Agreement is governed by Union law and relates to matters within the scope of the Treaties. It is intended to implement provisions of legislative acts, namely Article 12b of the Regulation through the joint procurement mechanism laid down in Article 168(2) of the Financial Regulation.
2. This Agreement sets out the provisions for the award of a Framework Contract by the Contracting parties on the basis of a joint procurement procedure launched to acquire AI compute access time and related services from the selected AIGF Consortia, which will set up, host and operate the AIGFs.
3. This Agreement lays down the practical arrangements governing the joint procurement procedure in accordance with Article 168(2) of the Financial Regulation.
4. By signing this agreement, the National Contracting Authorities, explicitly commit to, pursuant to the Commitment Letter of the respective National Contracting Authority, purchase AI compute access time from AIGF Consortia selected by the EuroHPC JU on the basis of a joint procurement procedure within their Member State territory or within the territory of one or more other Member States if such commitment has been signed in accordance with Annex III to this Agreement by a National Contracting Authority signing this Agreement.
5. This Agreement also covers ancillary matters such as (a) the management of the Framework Contract and related Specific Contracts resulting from the joint procurement procedure, (b) the responsibilities in case of a legal action arising from or in relation to the joint procurement procedure or the said Framework Contract, or (c) the management of any lack of compliance with this Agreement and (d) the amicable settlement of disputes between the Contracting Parties.
6. A person who is not a Contracting Party to this Agreement shall not be entitled to enforce or enjoy any rights or benefits of any term of this Agreement.

Article 2

Definitions

1. All terms in this Agreement derived from or defined in the Regulation, the Financial Rules of the EuroHPC JU, including the Financial Regulation if a reference is made to, shall have the same meaning as under those acts, unless otherwise specified herein.

2. For the purposes of this Agreement, any reference to the “call for expressions of interest” as set out in the Regulation shall be understood as referring to the Call for Tenders, and any reference to the “Hosting Agreement” in the Regulation shall be understood as referring to the Framework Contract as defined in paragraph 3.

3. For the purposes of this Agreement:

(a) “contractor” means an economic operator, referred to in Article 2(18) of the Financial Regulation, with whom a Framework Contract has been concluded following a joint procurement procedure conducted pursuant to this Agreement; or otherwise, the AIGF Consortium;

(b) “economic operator” means any natural or legal person as referred to in Article 2(25) of the Financial Regulation;

(c) “Financial Rules of the EuroHPC JU” means the rules laid down in the Decision of the Governing Board of the EuroHPC Joint Undertaking No 3/2020, approving the Financial Rules of the EuroHPC Joint Undertaking⁵;

(d) “Financial Regulation” means Regulation (EU, Euratom) 2024/2509 of the European Parliament and of Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast)⁶;

(e) “Framework Contract” means a framework contract referred to in Article 2(33) of the Financial Regulation, resulting from a joint procurement procedure conducted pursuant to this Agreement and concluded between an AIGF Consortium selected as the result of said joint procurement procedure, on the one side, and the EuroHPC JU acting in its own name and on its own behalf, and in the name and on behalf of the concerned National Contracting Authorities on the other side;

(f) “hosting site” is used to refer to the physical facilities where the AIGF hosting entity shall host and operate an AIGF and its services and which is established in a Participating State that is a Member State;

(g) ‘Participating State’ means a country that is a member of the EuroHPC Joint Undertaking;

(h) “Specific Contract” means a specific contract concluded between an AIGF Consortium selected as the result of the joint procurement procedure, on the one side, and the EuroHPC JU acting in its own name and on its own behalf, and in the name and on behalf of the concerned National Contracting Authorities on the other side, on the basis of the Framework Contract;

(i) “Treaty” or ‘TFEU’ means the Treaty on the Functioning of the European Union;

(j) “handling” information or documents means generating, processing, storing, transmitting or destroying information or documents;

(k) “persons working in connection with this Agreement” means any person working for a Contracting Party in connection with this Agreement regardless of whether or not they are employed by that Contracting Party;

⁵ Readopted by Decision of the Governing Board of the EuroHPC Joint Undertaking No 17/2021, approving the re-adoption of Governing Board Decisions adopted under the framework of Regulation (EU) 2018/1488 and its updated Rules of Procedure in the view of Regulation (EU) 2021/1173;
[Decision_03.2020_Adopting_Financial_Rules.pdf](#)

⁶ <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32024R2509>

- (l) “need-to-know basis” means the need of a person working in connection with this Agreement to have access to information under this Agreement in order to be able to perform a function or a task in connection with this Agreement;
- (m) “staff” means any person working or employed for a Contracting Party;
- (n) “Phase I” and “Phase II” – stages of implementation of the selected AIGF and purchase of AI compute access time therefrom, as detailed in Article 18;
- (o) “Medium-Scale AIGF” means an AIGF, which in Phase I deploys a minimum capacity of 25,000 H100-equivalent AI advanced chips and in Phase II scales to a minimum capacity of 75,000 H100-equivalent AI advanced chips;
- (p) “Large-Scale AIGF” means an AIGF, which in Phase I deploys a minimum capacity of 40,000 H100-equivalent AI advanced chips and in Phase II scales to a minimum capacity of 100,000 H100-equivalent AI advanced chips.
- (q) “Court of Justice” means the Court of Justice of the European Union;
- (r) “third party” means any natural or legal person, public entity or group thereof that is not a party to this Agreement.

Article 3

Rules governing the joint procurement procedure

1. The procedural rules of the EuroHPC JU, namely the Financial Rules of the EuroHPC JU⁷, including the Financial Regulation when reference is made to it, shall apply to the joint procurement procedure.
2. In case of conflict, the provisions of the Financial Rules of the EuroHPC JU shall prevail over respective provisions of this Agreement.
3. The Contracting Parties shall respect the principles of sound financial management, transparency, proportionality, equal treatment and non-discrimination in accordance with Union Law.

Article 4

Powers granted to the EuroHPC JU on behalf of the Contracting Parties

1. Where the EuroHPC JU acts pursuant to, in accordance with and for the purpose of implementing this Agreement, such acts shall bind all Contracting Parties, or, where applicable and as duly specified in such act, only those Contracting Parties that are concerned by that act.
2. Subject to the present Agreement and as further specified below and in accordance with Union law, the EuroHPC JU shall act in its own name and on its own behalf and in the name and on behalf of the National Contracting Authorities, as provided for in this Agreement, in:

⁷ [Decision_03.2020_Adopting_Financial_Rules.pdf](#)

- (a) the conduct of the joint procurement procedure including the signature of the Framework Contracts and related Specific Contracts with the AIGF Consortia selected as the result of such procedure as described in Title II of this Agreement. Specific Contracts for Phase II shall be signed only after the Participating State has provided prior written commitment of its contribution to Phase II.
 - (b) the management of the Framework Contracts and related Specific Contracts, including but not limited to the conduct of controls and audits, remedial measures (liquidated damages, reduction in price, suspension of payments, suspension of contract, termination) and recovery procedures, as well as the signature of any amendment that has been previously agreed between the Contracting Parties concerned. The EuroHPC JU shall consult the National Contracting Authorities concerned, to ensure proper coordination between parties.
3. The EuroHPC JU shall be the sole representative of the National Contracting Authorities in relation to the subject matter of this Agreement, including the joint procurement procedure and the implementation of the Framework Contracts and related Specific Contracts, vis-à-vis third parties such as economic operators, candidates or tenderers.
4. In case of a dispute with a contractor or a third party in relation to the joint procurement procedure or the implementation of the Framework Contracts and related Specific Contracts, each Contracting Party shall inform the other Contracting Parties as soon as possible of that dispute and share all related information and documentation related to that dispute.
5. The Contracting Parties authorise the EuroHPC JU to act as their sole representative in defending any legal proceedings brought by a contractor under a Framework Contract and related Specific Contracts or in relation with the previous procurement procedure.
6. The EuroHPC JU, as sole representative of the Contracting Parties, shall seek the opinion of and collaborate with the relevant National Contracting Authorities on the conduct of any legal proceedings as soon as it receives notice of such legal proceedings.
7. The Contracting Parties hereby authorise the EuroHPC JU to act as their sole representative in bringing any legal proceedings against a contractor under a Framework Contract and related Specific Contracts.
8. Before the initiation of such proceedings, the EuroHPC JU, as sole representative of the Contracting Parties, shall seek the opinion of the relevant National Contracting Authorities on the initiation and conduct of any legal proceedings covered by this paragraph without undue delay.
9. The EuroHPC JU may settle any disputes and legal proceedings brought under paragraphs 5 or 7 only after consensus on the terms of such settlement is reached between all relevant Contracting Parties and only after their prior written approval.
10. The EuroHPC JU may request the relevant National Contracting Authorities to assist it in its defense or pursuit of any legal proceedings. The relevant National Contracting Authorities shall use their best endeavors to provide such assistance and shall refrain from taking any action

that could jeopardize the defense or pursuit of any such legal proceedings.

11. The EuroHPC JU shall bear its own costs and expenses for conducting the legal proceedings and counterclaims referred to in paragraphs 5 and 7. Costs and expenses incurred by the National Contracting Authorities for providing their opinion or assistance on the conduct of these legal proceedings and counterclaims shall be borne by them.

12. Costs and damages imposed on the Contracting Parties as a result of a dispute with a contractor, including the costs of legal proceedings, shall be borne by each Contracting Party proportionately to its share of its financial contribution with regard to the respective AIGF project.

13. The EuroHPC JU, as sole representative of the Contracting Parties shall report, at least quarterly, to the relevant National Contracting Authorities, on any initiated legal proceedings and submit a risk assessment in that regard.

14. The authorisation granted to the EuroHPC JU is limited to the subject matter of this Agreement.

Article 5

Points of Contact

1. Each Contracting Party will designate a point of contact acting as an authorised representative to exchange any communication related to this Agreement.

2. Each Contracting Party will inform the other Contracting Parties of any change of its point of contact during the duration of this Agreement.

3. Meetings of the points of contact or other authorised representatives of the Contracting Parties will be held on a regular basis and at least quarterly to enable updates, reporting and exchange of views on any topic related to the Agreement and its implementation. The AIGF Consortia may also be invited at the request of the Contracting Parties.

Title II

PROCEDURE

Article 6

The role of the EuroHPC JU in the joint procurement procedure

1. The EuroHPC JU shall, as required under this Agreement, ensure the overall orientation,

preparation, organization and administration of the joint procurement procedure, and facilitate the amicable resolution of any dispute between the Contracting Parties arising out of this Agreement or from the joint procurement procedure.

2. The EuroHPC JU shall be in charge of managing the joint procurement procedure and the resulting Framework Contracts and related Specific Contracts in accordance with the Financial Rules of the EuroHPC JU, the Financial Regulation when reference is made to it, the Regulation and this Agreement. This includes:

- (a) Implementing the procurement procedure, including the evaluation phase;
- (b) Drafting the tender documents (including contract notice, invitation to tender, tender specifications and technical specifications, including exclusion, selection and award criteria, any descriptive document, in the case of a competitive dialogue procedure; the draft Framework Contract and related Specific Contracts) in accordance with applicable procedural rules and legal framework;
- (c) Fulfilling advertising and publicity requirements (publication of notices);
- (d) Drafting the necessary documentation and administrative correspondence in the name and on behalf of the Contracting Parties;
- (e) Carrying out the opening and evaluation of tenders, selecting and appointing the members of the evaluation committee and, if appropriate, external experts, keeping a record of the meetings of the opening and evaluation committee, producing relevant reports (including the evaluation report), communicating important documents;
- (f) Making appropriate arrangements for the handling of information or documents related to the joint procurement procedure or the resulting Framework Contracts and related Specific Contracts;
- (g) Notifying candidates or tenderers on the outcome and providing relevant information.
- (h) Suspension and cancellation of the procurement procedure.

Article 7

The procurement procedure

1. The procurement procedure shall be implemented as an open procedure in accordance with Article 167(1) (a) of the Financial Regulation and considering the provisions of Points 1(3), 33 and 34 of its Annex I, in accordance with the Financial Rules of the EuroHPC JU.

2. The resulting Framework Contracts per AIGF project shall be awarded in the form of two separate Lots, as specified in Article 18, within the same procedure, each of which shall reflect different scales of investment and compute capacity of the selected AIGF Consortia and in accordance with Article 18.

3. The resources required to manage the procurement procedure shall be borne by the EuroHPC JU.

Article 8

Content of Tender documents

1. The content of all tender documents relating to the joint procurement procedure shall be defined by the EuroHPC JU in accordance with the relevant provisions of its Financial Rules, the Financial Regulation when reference is made to it, and the Regulation.

2. The evaluation shall be based on the criteria defined in Article 12b (19) of the Regulation and as further set out in the tender documents.

Article 9

Launch of the procurement procedure

Once the tender documents are finalised by the EuroHPC JU, the Governing Board of the EuroHPC JU shall approve the launch of the Call for Tenders in accordance with Article 7(4a) (c) of the Statutes of the EuroHPC JU annexed to the Regulation, after which a procurement procedure may be launched.

Article 10

Publication of notices

1. The EuroHPC JU shall make sure that the contract notice and the award notice are published in the *Official Journal of the European Union* in compliance with its Financial Rules and on its own website and/or on another electronic tool, subject to compliance with the confidentiality provisions under Title IV below.

2. The EuroHPC JU may, if deemed appropriate, make the tender documents available to economic operators through the EU Funding & Tenders Portal⁸.
3. The National Contracting Authorities may also publish the contract notice and/or the award notice in their national journal, and/or related national portal(s), and/or on NCA's own website.

Article 11

Specific provisions regarding the opening of requests to participate and tenders

1. Requests to participate and tenders shall be opened by an opening committee appointed by the EuroHPC JU in accordance with its Financial Rules.
2. Each Contracting Party other than the EuroHPC JU may appoint one (1) observer to the opening committee to attend the opening of the tenders. The nomination shall be communicated to the EuroHPC JU at least three (3) working days before the opening date. The appointment shall be made on an individual basis and shall include the curriculum vitae of the proposed person, together with a signed declaration of absence of conflict of interest and of confidentiality.
3. Any observers shall neither participate in the deliberations of the authorised personnel of EuroHPC JU nor make known any views to the authorised personnel of EuroHPC JU.

Article 12

Evaluation Committee

1. The EuroHPC JU Executive Director shall select and appoint an Evaluation Committee for the evaluation of tenders in accordance with its Financial Rules and the Regulation. In particular, in accordance with Article 12b(19) of the Regulation, the evaluation will be done with the support of a panel of independent experts and of an accredited public or private financial institution appointed by the EuroHPC JU Executive Director.

In particular, the committee appointed by the EuroHPC JU Executive Director to carry out the evaluation of the tenders based on the award criteria listed in Article 12b(19) of the Regulation, shall consist of EuroHPC JU staff which will be supported by the following external experts

- an adequate number of technical experts selected for their specific expertise and know-how in relation to the call); and

⁸ [EU Funding & Tenders Portal](#).

- an adequate number of financial experts from an accredited public or private financial institution.

2. The members of the Evaluation Committee(s) and any external experts shall comply with Article 61 of the Financial Regulation and shall sign the Declaration of absence of conflict of interest and protection of confidentiality as provided for in Annex I.

3. Any report on the selection of candidates shall be prepared in accordance with the Financial Regulation and signed by the members of the Evaluation Committee responsible for the selection of the tenders. The outcome of the evaluation shall be an evaluation report drafted in accordance with the Financial Regulation and, in case of tenders' evaluation, containing the proposal to award the Framework Contracts. The evaluation report shall be dated and signed by the members of the Evaluation Committee responsible for the evaluation of the tenders.

4. The Executive Director of the EuroHPC JU shall communicate the evaluation report, containing the proposal to award the Framework Contracts, to the Governing Board of the EuroHPC JU for approval.

Article 13

Award of a Framework Contract

1. Based on the proposal to award the Framework Contracts presented by the EuroHPC JU, the Governing Board of the EuroHPC JU shall approve the selection of a ranked list of qualified AIGF Consortia for each lot, as specified in Article 18, which will establish and operate the AIGFs and from whom the Contracting Parties will acquire AI compute access time in accordance with Article 7(4a)(d) of the Statutes of the EuroHPC JU annexed to the Regulation.

2. Framework Contracts shall be implemented by Specific Contracts for the purchase of the related AIGF compute access time. The envisaged duration of the Framework Contract is of at least 78 months as of the date of signature and spans multiple Multiannual Financial Frameworks (MFF). The Specific Contracts shall be signed for the implementation of the Phases set out in Article 18 (3).

3. Considering the phased implementation approach and the currently available budget under the current MFF as provided for in Article 18, the Framework Contracts and Specific Contracts for Phase I with the highest ranked selected AIGF Consortia in each Lot will be signed until depletion of Union contribution available for Phase I under the current MFF per Lot.

4. Further Specific Contracts shall be signed under the conditions specified in the Framework Contract.

5. The remaining qualified AIGF Consortia from both Lot 1 and Lot 2 will be placed on a reserve list per Lot. The reserve lists will remain valid for 12 months from the date of its formal

approval by the Governing Board of the EuroHPC JU. The Governing Board of the EuroHPC JU may decide to extend the validity of the reserve lists by up to 12 months. The extended reserve lists will include those qualified AIGF Consortia which agree to maintain their offers for the extended period.

6. Should additional EU funds become available, the qualified AIGF Consortia from the reserve lists shall be offered a Framework Contract following strict top-down ranking order based exclusively on their final evaluation score across the 2 Lots. By exception to this priority based on the final score, if the available additional funds fall between EUR 100 million and EUR 200 million, the next highest-ranked Lot 1 project shall be selected, bypassing any higher-ranked Lot 2 project.

7. The Governing board may also decide to suspend or cancel the procurement procedure, if necessary, in accordance with Article 15.

Article 14

Information for candidates and tenderers

The EuroHPC JU shall notify all candidates or tenderers of the outcome of the procedure in accordance with the Financial Rules of the EuroHPC JU.

Article 15

Cancellation of the procurement procedure

The EuroHPC JU may, before the Framework Contracts are signed, in consultation with the National Contracting Authorities, cancel the procurement procedure or adopt a decision not to award one or more of the Framework Contracts without the candidates or tenderers being entitled to claim any compensation in accordance with the Financial Rules of the EuroHPC JU and article 174 of the Financial Regulation.

The decision shall be justified and brought to the attention of the candidates or tenderers as soon as possible.

Article 16

Specific provisions relating to the signature of the Framework Contracts and Specific Contracts for Phase I and entry into force

1. One Framework Contract, and one Specific Contract for Phase I will be concluded for

each selected AIGF project with the respective AIGF Consortium individually. Each Framework Contract and Specific Contract for Phase I, as well as subsequent Specific Contracts for next phases, will be concluded between the EuroHPC JU and the National Contracting Authority(-ies) of the Member State(s) where the AIGF will be located, on the one hand, and the selected AIGF Consortium, on the other hand. National Contracting Authorities which have committed, in Accordance with Annex III to this Agreement, to finance an AIGF located in the territory of a(nother) Member State shall also be parties to the respective Framework Contract and shall sign related Specific Contracts in accordance with their financial commitments.

2. The EuroHPC JU will sign each Framework Contract and Specific Contract for Phase I, as well as subsequent Specific Contracts for next phases, in its own name and on its own behalf, and in the name and on behalf of the relevant National Contracting Authorities (as authorized signatory) referred to in paragraph 1, in accordance with its Financial Rules. All relevant National Contracting Authorities referred to in paragraph 1 will receive a signed copy of the Framework Contract and Specific Contract for Phase I, as well as subsequent Specific Contracts for next phases to which they are Contracting Authorities.

The signing of the Framework Contract I shall be subject to the rules on standstill provided for in Article 178 of the Financial Regulation and Point 36 of the Annex I to the Financial Regulation.

3. In accordance with the Regulation, the Framework Contract and Specific Contracts shall be governed by Union law, as supplemented, for any matter not covered by the Regulation or by other Union legal acts, by the law of the Member State where the Hosting Entity of the specific AIGF is established. In case of the multi-site multi country AIGF, the Consortium agreement shall specify which Member State's law applies.

4. The Framework Contract shall contain an arbitration clause, within the meaning of Article 272 TFEU, granting jurisdiction over all matters covered by the Framework Contract and related Specific Contracts to the Court of Justice of the European Union.

Article 17

Specific provisions relating to contacts with economic operators, candidates or tenderers during the joint procurement procedure

1. Each National Contracting Authority shall ensure that, following the entry into force of this Agreement, where persons working in connection with this Agreement are approached by an economic operator, tenderer, or their representative concerning any matter pertaining to the joint procurement procedure it shall state that the EuroHPC JU is the sole contact point for economic operators, candidates or tenderers or their representatives, and refer any such person to the EuroHPC JU. Each National Contracting Authority shall simultaneously inform the EuroHPC JU of the details of the approach and the referral and shall not disclose any confidential information related to the procurement procedure.

After the launch of the joint procurement procedure, contact between economic operators, candidates, tenderers, or their representatives may only take place, by way of exception, under the conditions set out in Article 172 of the Financial Regulation and point 25.2 of Annex I to that Regulation.

2. The Contracting Parties retain the right to communicate with the economic operators, candidates, tenderers or their representatives in relation to procurement procedures outside the scope of this Agreement.

Title III

FINANCIAL PROVISIONS

Article 18

Financial Commitment

1. The EuroHPC shall purchase access time from a number of highest ranked AIGFs selected as the result of a joint procurement procedure with two distinct lots as follows:
 - Lot 1: aimed at the establishment of four (4) awarded AIGF consortia, each capable of deploying a Medium-Scale AIGF.
 - Lot 2: aimed at the establishment of three (3) awarded AIGF consortia, each capable of deploying a Large-Scale AIGF.
2. This purchase of AI compute access time by the Contracting Parties shall be implemented through the off-take model i.e. pre-agreed guaranteed purchase of AI compute access time to an AIGF.
3. The set up of the AIGF in each lot and purchase of AI compute access time is envisaged in phases and spans multiple MFFs. It shall be implemented as follows:
 - **Phase I (Initial Deployment):** Establishes the initial capacity of the AIGFs, with specific EU commitment per AIGF project for this phase to be defined on the basis of the EU budget available under the current MFF, at least matched by Member States/ Participating States funds.
 - **Phase II (Expansion):** Full-scale deployment to be financed subject to additional funds becoming available under the next MFF, at least matched by Member States/ Participating States funds subject to their availability.
4. Considering the phased approach set out in paragraph 3, the financial contribution for the purchase of AI compute access time shall be structured as follows:
 - a) The National Contracting Authority of a Member State/Participating State willing to participate in this initiative shall provide a Commitment Letter following the template of Annex III. The Commitment letter shall specify the amount of the national financial commitment for Phase I, and the lot from which the Member State/Participating State

commits to procure capacity, as well as, to the extent possible, the indicative amount of the potential national financial commitment for Phase II. The Commitment letter shall be submitted by the signing date this Joint Procurement Agreement and shall, in any event, become definitive no later than six (6) weeks prior to the end of the time-period for the submission of tenders.

The Commitment letter shall be published by the EuroHPC on its webpage.

The Union contribution available under the current MFF 2021-2027 for Phase I is set at EUR 1 billion, to be divided across the highest ranked selected AIGF proposals until depletion of funds and in accordance with this paragraph. The Union contribution shall be limited to up to EUR 100 million for each selected AIGF in Lot 1, and up to EUR 200 million for each selected AIGF in Lot 2, or an amount of 17% of the IT CAPEX of the respective selected AIGF project, whichever is lower. The Member State contributions will be at least matching the Union contribution.

b)

The total amount of the Union contribution tentatively foreseen for Phases I and II is estimated at **EUR 5 billion**. In each Phase, the Union contribution shall be limited to up to an amount of 17% of the IT CAPEX of the respective AIGF project.

The remaining amounts of Union contribution, indicatively estimated at **EUR 4 billion**, may be awarded after 31 December 2027 subject in particular to the adoption of the MFF for 2028-2034 and related funding programmes, any successor to the EuroHPC JU, the adoption of a financing decision and work programme, and the availability of the corresponding appropriations.

The estimated impact on expenditure for 2028 and beyond is added for illustrative purposes only and does not prejudice the next Multiannual Financial Framework. The source of financing and scope of Union financial commitment in the post-2027 period remain subject to the outcome of interinstitutional negotiations on the MFF 2028-2034 and thereafter shall be determined through the annual budgetary procedure. All appropriations as of 2028 are indicative.

c) The Framework Contract may include appropriate clauses for its early termination should its continuation not be possible under the MFF 2028-2034.

5. The activation of Phases beyond Phase I will be conditional on:

(a) the achievement of contractual objectives/obligations of the AIGF Consortia which will be specified in the Framework Contract and Specific Contract for Phase I, and

(ii) the availability of funds as per paragraph 4 (b) of this Article.

a. Where the aggregate financial commitments from all Participating States toward an AIGF located in a specific Member State exceed the Union contribution, the

Participating States may arrange to limit their respective financial contributions such that the total collective commitment does not exceed the Union contribution ; such reductions shall be agreed by the Participating States; in case where no agreement can be found the financial contribution of the Member State hosting the AIGF shall first be counted to match the EU contribution.

- b. In the case where Participating States decide to exceed the Union contribution for the purpose of securing additional AI compute access time, all those contributions exceeding the Union contribution have to abide by State aid rules. The financial contribution of the Member State hosting the AIGF shall first be counted to match the EU contribution. Contributions from other Participating States shall be applied thereafter.
6. A National Contracting Authority shall, by an administrative agreement with the EuroHPC JU, channel its respective financial contribution through the EuroHPC JU, which shall then manage and disburse these funds to the identified AIGF in the Member State's name and on its behalf. The administrative agreement shall be signed following the award decision and before the signature of the Framework Agreement and Specific Agreement for Phase I and shall lay down the coordination mechanism for payment of and reporting on financial contributions to the specific AIGF.

Title IV

PROVISIONS APPLICABLE TO THE HANDLING OF INFORMATION OR DOCUMENTS

Article 19

Sharing of information or documents

1. The Contracting Parties shall provide each other with the information or documents required for the purposes of carrying out their respective roles under this Agreement fully respecting the professional secrecy and confidentiality requirements.
2. The Contracting Parties shall agree on the (security) classification of documents before starting any procurement procedure.
3. EU Classified Information shall be protected in accordance with Council Decision of 23

September 2013 on the security rules for protecting EU classified information (2013/488/EU)⁹.

Article 20

Professional secrecy

1. Without prejudice to paragraph 2, persons working in connection with this Agreement shall be prohibited, even after their duties have ceased, from disclosing information of any kind covered by the obligation of professional secrecy within the meaning of Article 339 TFEU.
2. Information or documents covered by the obligation of professional secrecy handled by the Contracting Parties under this Agreement shall be communicated only according to the needs of persons working in connection with this Agreement on a strict “need to know” basis and only insofar as necessary to enable them to perform a function or a task in connection with this Agreement. Access shall not be authorised merely because a person occupies a particular position, however senior. Once the information or documents referred to in the first subparagraph have lawfully been made publicly available, the obligation of professional secrecy shall no longer apply.
3. Each Contracting Party shall be responsible for ensuring that all persons working for it in connection with this Agreement are legally bound to respect the obligations in paragraphs 1 and 2 during their employment and following the termination of their employment for a subsequent period of ten (10) years after the effective termination of their intervention.
4. Where persons working in connection with this Agreement are not employed by a Contracting Party, the Contracting Party that they are assisting shall enter into a contractual arrangement with the relevant employer by which the latter imposes the obligations in paragraphs 1 and 2 on itself, as well as on each of its employees for a subsequent period of ten (10) years after the effective termination of their intervention.

Article 21

Use of Information or Documents and Confidentiality

1. The Contracting Parties shall not use any information or document handled under this Agreement for purposes other than those pertaining to this Agreement.
2. To the extent possible under the applicable Union or national law, any Contracting Party considering the release of any information or document handled under this Agreement shall consult in writing the originator of the information or document in good time prior to releasing

⁹ OJ L 274, 15.10.2013, p. 1–50.

the information or document in question, and shall take the utmost account of the views of the originator.

3. Where prior consultation in accordance with the first subparagraph is not possible, the Contracting Party shall nonetheless inform the originator of the release including the factual and legal circumstances pertaining to it without undue delay.

4. Each Contracting Party shall be responsible for ensuring that all persons working for it in connection with this Agreement are legally bound to respect the obligations in paragraphs 1 and 2 during their employment and following the termination of their employment.

5. Where persons working in connection with this Agreement are not employed by a Contracting Party, the Contracting Party that they are assisting shall enter into a contractual arrangement with the relevant employer by which the latter imposes the obligations in paragraphs 1 and 2 on its employees.

Article 22

Measures for protecting information or documents handled under this Agreement

1. The EuroHPC JU shall propose specific handling instructions applicable to information or documents handled under this Agreement and security measures applicable to meetings of the opening or evaluation committees if and as appropriate.

2. The Contracting Parties undertake to preserve the confidentiality of any document, information or other material, in any format, disclosed in writing or orally relating to the subject of the Agreement.

3. Each Contracting Party must:

- (a) not use confidential information or documents for any purpose other than to perform its obligations under the contract without the prior written agreement of the other Contracting Party;
- (b) ensure the protection of such confidential information or documents with the same level of protection as its own confidential information and in any case with due diligence;
- (c) not disclose, directly or indirectly, confidential information or documents to third parties without the prior written agreement of the other Contracting Party, except where required by Union law.

4. A receiving Contracting Party shall notify the disclosing party if it is legally required to disclose any confidential information or learns of any unauthorized disclosure of confidential information. Upon request from the other party, the receiving party will return all copies and records of all confidential information or documents disclosed by the other party and will not retain any copies or records disclosed by the other party, except where required by Union law.

5. The parties shall be bound by the obligation referred to in the above paragraphs during the implementation of the Agreement and for as long as the AIGF remains under the (partial)

ownership of the EuroHPC JU and the relevant Participating State(s), and for a period of ten (10) years starting from the date of the termination of the present agreement, unless:

- (a) the concerned Contracting Party agrees to release the other Contracting Party from the confidentiality obligations earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the Contracting Party bound by that obligation;
- (c) the applicable law requires the disclosure of the confidential information or documents.

Article 23

Conflict of interest

1. Each Contracting Party shall be responsible for ensuring that all persons working for it in connection with this Agreement are not in a situation that might create a conflict of interest or otherwise compromise the impartiality or objectivity of their work in connection with this Agreement during their employment.
2. Where persons working in connection with this Agreement are not employed by a Contracting Party, the Contracting Party that they are assisting shall enter into a contractual arrangement with the relevant employer by which the latter imposes the obligations in paragraph 1 on its employees.

Article 24

Access to documents

Nothing in this Agreement shall preclude a Contracting Party from complying with provisions of Union or national law applicable to it regarding public access to documents, the protection of personal data or the protection of classified information.

Article 25

Compliance

1. Each Contracting Party shall be responsible to the other Contracting Parties for ensuring compliance with the provisions under this Title and for making good any damage caused by any breach of those provisions.

2. Each Contracting Party shall take appropriate measures in accordance with the rules, laws or regulations applicable to it, to:

- (a) prevent and detect the disclosure of information or documents covered by the obligation of professional secrecy and confidentiality handled under this Agreement to unauthorised persons;
- (b) comply with handling instructions relating to information or documents covered by the obligation of professional secrecy and confidentiality handled under this Agreement;
- (c) prevent, detect and eliminate conflicts of interests that may arise in the performance of this Agreement.

3. Each Contracting Party shall notify the other of any breach of this Title or where information or documents protected under this Title have been lost or inappropriately handled, without undue delay, upon becoming aware of such a breach, loss or inappropriate handling.

4. The Contracting Party concerned shall promptly investigate, in accordance with the rules, laws or regulations applicable to it, the breach, loss or inappropriate handling of the information or documents, where it is known or where there are reasonable grounds for suspecting that the information or documents covered by the obligation of professional secrecy handled under this Agreement may have been lost or inappropriately handled. It shall report to the other on the results of its investigation.

5. Without prejudice to the rules, laws or regulations applicable to them, the Contracting Parties shall co-operate with one another in the investigation of any breach of the provisions under this Title or where information or documents protected under this Title have been lost or inappropriately handled.

6. Without prejudice to the fifth paragraph, the Contracting Parties shall co-operate with one another in finding appropriate solutions to eliminate, remedy or mitigate the impact of any breach of the provisions under this Title.

7. Each Contracting Party shall remain responsible for eliminating, remedying or mitigating the impact of any breach of the provisions under this Title, even after having consulted the other.

Title V

FINAL PROVISIONS

Article 26

Duty of sincere co-operation

1. The Contracting Parties shall take all appropriate measures, whether general or particular, to ensure fulfilment of the obligations arising out of this Agreement or from any action taken under it. They shall abstain from any measure that could jeopardise the attainment of the objectives of the EuroHPC JU and the common objectives of the contracting Parties under this Agreement.
2. This Article is without prejudice to the right of Contracting Parties to carry out procurement procedures outside the scope of this Agreement, even where such procedures involve the procurement of supercomputers, AI factories or AIGF infrastructure which form the subject of a joint procurement procedure or a contract or involve economic operators or contractors who are tendering for, or have signed, a contract pursuant to a joint procurement procedure under this Agreement.

Article 27

Consequences of non-compliance

1. In the event of a failure to comply with this Agreement by any Contracting Party, the Contracting Parties shall use their best endeavours to promptly and jointly determine the means to redress the situation as soon as possible.
2. In the event of a disagreement between the Contracting Parties with regard to the interpretation or application of this Agreement, the Contracting Parties shall use their best endeavours to settle the matter by an amicable agreement.
3. If the processes set out in paragraphs 1 and 2 do not remedy the lack of compliance or settle the disagreement, the matter may be referred to the Court of Justice in accordance with Article 28.

Article 28

Competent court for hearing disagreements

1. Any failure to comply with this Agreement, or disagreement with regard to the interpretation or application of this Agreement between the Contracting Parties, which remains unresolved, may be brought before the Court of Justice:
 - a) by the Contracting Parties concerned, pursuant to Article 272 TFEU, where the unresolved matter is outstanding between the EuroHPC JU and one or more Member States (or other Contracting Parties);
 - b) by any Contracting Parties concerned that are, among others, Member States of the Union,

against any other Contracting Parties concerned that are Member States of the Union, pursuant to Article 273 TFEU, where the unresolved matter is outstanding between two or more Member States.

2. The Court of Justice shall have exclusive jurisdiction to decide upon any failure to comply with this Agreement or disagreement with regard to the interpretation or application of this Agreement.
3. The Court of Justice may award any remedy it deems appropriate in cases brought before it under this Article.

Article 29

Applicable law and severance

1. Matters or disputes arising within the subject matter of this Agreement shall be governed by applicable Union law, complemented where necessary by the law of Luxembourg.
2. If any one or more of the provisions of this Agreement should be or become fully or partly invalid, illegal or unenforceable in any respect under the applicable law, the validity, legality and enforceability of the remaining provisions contained therein shall not be affected or impaired thereby.

Article 30

Non-contractual liability and indemnity for actions for damages

1. Without prejudice to Articles 28 and 29, each Contracting Party shall, in accordance with Union law, make good any non-contractual damage to third parties or any damage caused to other Contracting Parties, arising out of this Agreement, caused by its authorities or by any persons working in connection with this Agreement for those authorities.

The EuroHPC JU's non-contractual liability arising out of this Agreement is governed by the second paragraph of Article 340 of the Treaty.

2. Without prejudice to Articles 28 and 29, where the EuroHPC JU, within its role as a representative of the Contracting Parties pursuant to Article 4, paragraphs 5 to 7, is required to compensate a third party or another Contracting Party for non-contractual damage arising out of or in connection with this Agreement caused in whole or in part by one or more Contracting Parties, that Contracting Party (-ies) shall indemnify the EuroHPC JU in full for the cost of making good any damage not caused by the EuroHPC JU, including the related costs of any legal proceedings or counter-claims. Where the Contracting Parties concerned cannot be identified, all Contracting Parties shall indemnify the EuroHPC JU for the cost of making good this damage, including the related costs of any legal proceedings. In such case, the share payable by each

Contracting Party concerned, including the share that remains borne by the EuroHPC JU, of the total cost of this compensation shall be equally divided amongst the Contracting Parties concerned

3. This Article shall not apply to contractual liability arising under the resulting Framework Contract and related Specific Contracts with the selected AIGFs Consortia.

Article 31

Value Added Tax (VAT) and other financial provisions

1. The EuroHPC JU shall make its best efforts so that its financial contribution to AIGF(s) Consortia awarded the Framework Contract and related Specific Contracts under this Agreement is exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Article 3 of Protocol (No. 7) on the privileges and immunities of the European Union, annexed to the Treaty on European Union and to the Treaty on the Functioning of the European Union.
2. Each Contracting Party will be responsible for the costs of its own contribution to this Agreement and related costs generated by it.
3. Each relevant Contracting Party that is party to a Framework Contract and related Specific Contracts in accordance with Article 16 (1) of the Agreement shall comply with all prices and terms of payment specified in the resulting Framework Contract and related Specific Contracts with the AIGF Consortia following their conclusion.

Article 32

Preamble and Annexes

1. This Agreement shall be interpreted in the light of its Preamble and Union Law, in particular, the Regulation and the Statutes of the EuroHPC JU annexed thereto.
2. The Annexes to this Agreement shall constitute an integral part thereof.

Article 33

Amendments

1. The Contracting Parties may propose amendments to this Agreement.

2. The Agreement may be amended at any time by the mutual written consent of the Contracting Parties. Any amendment to the Agreement shall be made in writing and shall be electronically signed.
3. Any request for amendment shall be duly justified and shall be sent to the other Contracting Parties in due time before it is due to take effect, except in cases duly substantiated by the Contracting Party requesting the amendment and accepted by the other Contracting Parties.
4. Amendments shall take effect on a date agreed by the Contracting Parties or, in the absence of such an agreed date, on the date on which the last Contracting Party signs the amendment.

Article 34

Term and termination

1. The Agreement shall continue to have effect until it is either replaced by another agreement in accordance with paragraph 2 or it is terminated in accordance with paragraph 3.
2. Upon a request presented by a simple majority of the Contracting Parties, the EuroHPC JU may develop a proposal either to replace this Agreement with another agreement or to terminate this Agreement. The EuroHPC JU proposal shall, if appropriate, be accompanied by a comprehensive plan for an orderly transition to an alternative framework and the continuation of the guarantees in the interim. Any agreement intended to replace this Agreement shall enter into force only once it has been signed by all Contracting Parties to this Agreement, unless otherwise expressly agreed by all such Contracting Parties.
3. This Agreement may only be terminated if agreed in writing unanimously by the Contracting Parties.
4. Termination of the Agreement shall not have financial consequences for any Contracting Party provided that it takes effect before the Call for Tenders is published. In case the Agreement is terminated after the Call for Tenders is launched but before the signature of the Framework Contract, the procedure will be cancelled in accordance with Article 15.
5. The termination shall not affect the contractual obligations of any Contracting Party under any Framework Contracts and related Specific Contracts that have been signed following the joint procurement procedure.

Article 35

Communication

1. All notices under this Agreement shall be valid if given in writing and sent to the following addresses:

- **EuroHPC JU:**

Address: 12E rue Guillaume Kroll, L-1882, Luxembourg

E-mail: gigafactories@eurohpc-ju.europa.eu

- **National Contracting Authority:**

Name of the NCA: Ministry of Justice and Digital Affairs of Estonia

Address: Suur-Ameerika 1, 10122, Tallinn, Estonia

E-mail: info@justdigi.ee

2. All communications concerning matters falling under this Agreement shall be in English.

Article 36

Signature and entry into force

1. This Agreement shall be established and executed in English.

2. Each Contracting Party shall sign one original copy of this Agreement.

3. The EuroHPC JU shall act as depository of the signed original copies of this Agreement.

4. The Agreement shall enter into force for the Contracting Parties on the day following the date on which the EuroHPC JU has received signed duplicates of this Agreement and its Annexes II and III from at least 7 Participating States.

5. Each subsequent National Contracting Authority that submits a signed duplicate of this Agreement, together with its Annexes II and III, shall be bound by this Agreement and by all acts adopted by the EuroHPC JU pursuant to, in accordance with, and for the purpose of implementing this Agreement, from the day following the date on which the EuroHPC JU receives the signed duplicate of this Agreement, together with its Annexes II and III. The Call for Tenders can only be launched upon entry into force of the Agreement. Participation in the

Call for Tenders shall be limited solely to those National Contracting Authorities that have submitted the signed duplicate of this Agreement and its Annexes II and III prior to the formal launch of the Call for Tenders upon decision of the EuroHPC JU Governing Board in accordance with Article 9.

SIGNATURES

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed this Agreement.

For The Ministry of Justice and Digital Affairs of Estonia For the EuroHPC JU

Liisa-Ly Pakosta, Minister

Anders Dam Jensen, Executive Director

Done in English

Done in English

in [], on the date

in [], on the date

Qualified electronic signature by: ANDERS

DAM JENSEN

Date 2026-07-16 07:24:06 UTC

ANNEXES

Annex I

Declaration of absence of conflict of interest and protection of confidentiality to be given by members of the evaluation committee(s) as referred to in Article 12 (2)

Title of contract:

Reference of the procurement procedure:

I, the undersigned....., having

been [appointed to the evaluation committee] [given the responsibility of assessing exclusion and selection criteria and/or award criteria] for the above-mentioned contract, declare that I am aware of Article 61 of the Financial Regulation¹⁰, which states that:

“1. Financial actors within the meaning of Chapter 4 of this Title and other persons, including national authorities at any level, involved in budget implementation under direct, indirect and shared management, including acts preparatory thereto, audit or control, shall not take any action which may bring their own interests into conflict with those of the Union. They shall also take appropriate measures to prevent a conflict of interests from arising in the functions under their responsibility and to address situations which may objectively be perceived as a conflict of interests.

2. Where there is a risk of a conflict of interests involving a member of staff of a national authority, the person in question shall refer the matter to his or her hierarchical superior. Where such a risk exists for staff covered by the Staff Regulations, the person in question shall refer the matter to the relevant authorising officer by delegation. The relevant hierarchical superior or the authorising officer by delegation shall confirm in writing whether a conflict of interests is found to exist. Where a conflict of interests is found to exist, the appointing authority or the relevant national authority shall ensure that the person in question ceases all activity in the matter. The relevant authorising officer by delegation or the relevant national authority shall ensure that any further appropriate action is taken in accordance with the applicable law.

¹⁰ Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast), OJ L, 2024/2509, 26.9.2024.

3. For the purposes of paragraph 1, a conflict of interests exists where the impartial and objective exercise of the functions of a financial actor or other person, as referred to in paragraph 1, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest. I hereby declare that, to my knowledge, I have no conflict of interest with the economic operators who have [applied to participate] [submitted a tender] for this contract, including persons or members of a consortium, or the subcontractors proposed.”

I hereby declare that, to my knowledge, I have no conflict of interest with the economic operators who have [applied to participate] [submitted a tender] for this contract, including persons or members of a consortium, or the subcontractors proposed.

I confirm that, if I discover during the evaluation that such a conflict exists, I will declare it immediately and resign from the committee.

I also confirm that I will keep all matters entrusted to me confidential. I will not communicate outside the committee any confidential information that is revealed to me or that I have discovered or any information relating to the views expressed during the evaluation. I will not make any adverse use of information given to me.

Signed:

Annex II

Confirmation of completion of national procedures for the approval of this Agreement or the absence of a need for such procedures as referred to in Article 36 (4)

European EuroHPC JU

12E rue Guillaume Kroll, L-1882, Luxembourg

E-mail : gigafactories@eurohpc-ju.europa.eu

Subject: Confirmation of completion of national procedures for the approval of the Joint Procurement Agreement to select the AIGF consortia which will set up, host and operate the AIGFs and from whom the Contracting Parties will acquire AI compute access time in accordance with the EuroHPC JU Regulation or confirmation of the absence of a need for such procedures in accordance with Article 34 (3) that Agreement

Dear Sir/Madam

We refer to Article 36 (5) of the above-mentioned Joint Procurement Agreement.

We hereby notify you that our national procedures for the approval of the above-mentioned Joint Procurement Agreement were completed on the 16th of June, 2026.

Yours faithfully

Liisa-Ly Pakosta

Minister

Ministry of Justice and Digital Affairs of Estonia

Suur-Ameerika 1, 10122, Tallinn Estonia

e-mail: info@justdigi.ee

Annex III

Commitment Letter

Commitment to purchase a share of the AI compute access time from the AIGF Consortium selected as referred to in Article 18 of the Joint Procurement Agreement

European EuroHPC JU

12E rue Guillaume Kroll, L-1882, Luxembourg

E-mail : gigafactories@eurohpc-ju.europa.eu

Subject: Commitment to purchase a share of the AI Compute access time from the selected AIGF

Dear Sir/Madam

We refer to Regulation (EU) 2021/1173 establishing the European High-Performance Computing Joint Undertaking (hereinafter “Joint Undertaking” or “EuroHPC JU”) as last amended on 20th January 2026¹¹ and in particular recital 13 and Article 12b (4) thereof, as well as to Articles 1 (4) and 18 of the above-mentioned Joint Procurement Agreement.

On this basis, Estonia hereby commits for Phase I up to EUR 20 million¹², *subject to adoption of its' national budget procedures in autumn 2026. Such commitment shall become definitive at the latest six weeks prior to the end of the time period for the submission of tenders, to purchase its share of AI compute access time from the highest ranked AIGF Consortium selected for funding / awarded the Framework Contract in the territory of Finland in the Lot ultimately determined by Finland*, following the outcome of the selection and award process to be performed by the EuroHPC JU in accordance with the Regulation and the Joint Procurement Agreement. Such commitment is conditional upon the relevant AIGF multi-country consortium including a physical constituent site located in the territory of Estonia, from which Estonia's AI compute access time will be directly acquired.

This commitment for Phase 1 shall take effect upon the selection of an AIGF consortium and

¹¹ Council Regulation (EU) 2026/150 of 16 January 2026 amending Regulation (EU) 2021/1173 on establishing the European High Performance Computing Joint Undertaking, OJ L, 2026/150, 19.1.2026, ELI: <http://data.europa.eu/eli/reg/2026/150/oj>

¹² The Member State shall inform the EuroHPC JU in writing of the commitment promptly after the adoption of the national budget in accordance with Article 35 of this Agreement.

award of a Framework Contract to it by the EuroHPC JU and shall be implemented in accordance with relevant contractual arrangements, including the Joint Procurement Agreement, the Framework Contract and related Specific Contracts, and any Administrative Arrangement signed with the EuroHPC JU for that purpose.

Yours faithfully,

Liisa-Ly Pakosta,
Minister
The Ministry of Justice and Digital Affairs of Estonia

Suur-Ameerika 1, 10122, Tallinn, Estonia
E-mail: info@justdigi.ee