



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL FOR MOBILITY AND TRANSPORT

Directorate B - Investment, Innovative & Sustainable Transport  
The Director

## GRANT AGREEMENT UNDER THE CONNECTING EUROPE FACILITY (CEF)

### GRANT AGREEMENT No MOVE/B4/SUB/2020-123/SI2.852232

The **European Union**, represented by the European Commission ("the Commission"), represented for the purposes of signature of this Agreement by Mr Herald Ruijters, Director in charge of Investment, Innovative & Sustainable Transport of the Directorate General for Mobility and Transport (DG MOVE)

on the one part,

and

*1. Federal Republic of Germany*  
*represented by*  
*Federal Ministry of Transport and Digital Infrastructure*  
*represented by*  
***Bundesanstalt für Straßenwesen (BASt)***  
*Public Body*  
*Registration No: N.A.*  
*Brüderstraße 53, 51427 Bergisch Gladbach, Germany*  
*VAT No DE 121979420,*

*hereinafter referred to as "the coordinator", represented for the purposes of signature of this Agreement by Head of Administration, Dr. Lamers Kirstine*

*and the following other beneficiaries:*

- 2. Die Autobahn GmbH des Bundes (Die Autobahn)*** - established in Germany (DE-AB)
- 3. Bundesministerium für Klimaschutz, Umwelt, Energie, Mobilität, Innovation und Technologie (BMK)*** - established in Austria (AT)
- 4. Federale Overheidsdienst Mobiliteit en Vervoer (MOB)*** - established in Belgium (BE)
- 5. Flemish government, Departement Mobiliteit en Openbare Werken (MOW)*** - established in Belgium (BE-FL)
- 6. Road Infrastructure Agency (API)*** - established in Bulgaria (BG)
- 7. Ministry of the Sea, Transport and Infrastructure (MMPI)*** - established in Croatia (HR)
- 8. Public Works Department, Ministry of Transport, Communications and Works (PWD)*** -

*established in Cyprus (CY)*

9. **Česká republika – Ministerstvo dopravy (MDČR)** - established in Czech Republic (CZ)
10. **Danish Road Directorate (DRD)** - established in Denmark (DK-DRD)
11. **Estonian Transport Administration (ETA)** - established in Estonia (EE-ETA)
12. **Traffic Management Company Fintraffic Ltd** - established in Finland (FI)
13. **Ministère des Transports** - established in France (FR)
14. **Ministry of Transport and Infrastructure - Road Toll Service** - established in Greece (GR)
15. **EGNATIA ODOS SOCIETE ANONYME (EGNATIA ODOS A.E.)** - established in Greece (GR-EG)
16. **Ministry for Innovation and Technology (ITM)** - established in Hungary (HU)
17. **Department of Transport** - established in Ireland (IE)
18. **Ministero delle Infrastrutture e della Mobilità Sostenibili (MIMS)** - established in Italy (IT)
19. **Latvijas Valsts Celi (Latvian State Roads) (LVC (LSR))** - established in Latvia (LV-CELI)
20. **State Enterprise Lithuanian Road Administration (LRA)** - established in Lithuania (LT-LAKD)
21. **Ministry of Mobility and Public Works** - established in Luxembourg (LU)
22. **Ministerie van Infrastructuur en Waterstaat / Rijkswaterstaat (RWS)** - established in The Netherlands (NL)
23. **Authority for Transport in Malta (Transport Malta)** - established in Malta (MT)
24. **General Directorate for National Roads and Motorways (GDNRM)** - established in Poland (PL-GDNRM)
25. **Ministério das Infraestruturas e da Habitação** - established in Portugal (PT)
26. **Ministry of Transport and Infrastructure (MTI)** - established in Romania (RO)
27. **Ministry of Infrastructure of Republic of Slovenia (MZI)** - established in Slovenia (SI)
28. **Dirección General de Tráfico (DGT)** - established in Spain (ES)
29. **Swedish Transport Administration (TRV)** - established in Sweden (SE)
30. **National Highways Limited** - established in United Kingdom (NH)
31. **EUROPEAN ROAD TRANSPORT TELEMATICS IMPLEMENTATION COORDINATION ORGANISATION (ERTICO-ITS EUROPE)** - established in Belgium (ERTICO)
32. **Information Technology for Public Transport A.I.S.B.L. (ITxPT)** - established in Belgium (ITxPT)
33. **Union Internationale des Transports Publics (UITP)** - established in Belgium (UITP)

*duly represented by the coordinator by virtue of the mandates included in Annex IV for the signature of this Agreement,*

*hereinafter referred to collectively as "the beneficiaries", and individually as "beneficiary" for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,*

on the other part,

HAVE AGREED

to the Special Conditions (hereinafter referred to as "the Special Conditions") and the following Annexes:

- Annex I Description of the action
- Annex II General Conditions (hereinafter referred to as "the General Conditions")
- Annex III Estimated budget of the action
- Annex IV Mandates provided to the coordinator by the other beneficiaries
- Annex V Model technical report(s)
- Annex VI Model financial statement(s)
- Annex VII Model terms of reference for the certificate on the financial statements

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex II "General Conditions" shall take precedence over the other Annexes.



## **SPECIAL CONDITIONS**

### **TABLE OF CONTENT**

ARTICLE 1 –	SUBJECT MATTER OF THE AGREEMENT
ARTICLE 2 –	ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION
ARTICLE 3 –	MAXIMUM AMOUNT AND FORM OF THE GRANT
ARTICLE 4 –	ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS
ARTICLE 5 –	BANK ACCOUNT FOR PAYMENTS
ARTICLE 6 –	DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES
ARTICLE 7 –	ENTITIES AFFILIATED TO THE BENEFICIARIES
ARTICLE 8 –	IMPLEMENTING BODIES DESIGNATED BY THE BENEFICIARIES
ARTICLE 9 –	MONO-BENEFICIARY GRANT
ARTICLE 10 –	ADDITIONAL PROVISIONS ON REIMBURSEMENT OF COSTS DECLARED ON THE BASIS OF THE BENEFICIARY'S USUAL COST ACCOUNTING PRACTICES
ARTICLE 11 –	ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)
ARTICLE 12 –	OBLIGATION TO CONCLUDE AN INTERNAL CO-OPERATION AGREEMENT
ARTICLE 13 –	INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE
ARTICLE 14 –	INELIGIBILITY OF VALUE ADDED TAX
ARTICLE 15 –	SPECIAL PROVISIONS ON ELIGIBLE COSTS
ARTICLE 16 –	WAIVING OF THE OBLIGATION TO PROVIDE CERTIFICATES ON THE FINANCIAL STATEMENTS
ARTICLE 17 –	FINANCIAL SUPPORT TO THIRD PARTIES
ARTICLE 18 –	IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING
ARTICLE 19 –	SETTLEMENT OF DISPUTES WITH NON EU BENEFICIARIES
ARTICLE 20 –	BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS
ARTICLE 21 –	JOINT AND SEVERAL FINANCIAL LIABILITY FOR RECOVERIES

## ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the Programme Support Action entitled **Implementation of a Coordination mechanism to federate the National Access Points established under the ITS Directive (2010/40/EU)** ("the action"), action number **MOVE/B4/SUB/2020-123/ SI2.852232** as described in Annex I.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

## ARTICLE 2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION

- 2.1 The Agreement shall enter into force on the date on which the last party signs.
- 2.2 The action shall run from *1 April 2021* ("the starting date") until *31<sup>st</sup> December 2024* ("the completion date").

## ARTICLE 3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant for the action shall be of a **maximum amount of EUR 11,999,996 €**.

The grant shall take the form of the reimbursement of 85 % of the eligible costs of the Action ("reimbursement of eligible costs") which are actually incurred ("reimbursement of actual costs") by the beneficiary [and affiliated entities and implementing bodies] as direct costs.

The grant shall take the form of:

- (a) the reimbursement of 85% of the eligible costs of the Action ("reimbursement of eligible costs"), which are estimated at EUR **14,117,642 €** and which are:
  - (i) *actually incurred ("reimbursement of actual costs") direct costs for the beneficiaries and implementing bodies*
  - (ii) *reimbursement of unit costs: not applicable*
  - (iii) *reimbursement of lump sum costs: not applicable*
  - (iv) *reimbursement of flat-rate costs: not applicable*
  - (v) *reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable*
- (b) *A unit contribution: not applicable*
- (c) *A lump sum contribution: not applicable*
- (d) *A flat-rate contribution: not applicable*

## **ARTICLE 4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS**

### **4.1 Reporting periods and payments**

In addition to the provisions set out in Articles II.23 and II.24, the following reporting and payment arrangements shall apply:

#### **4.1.1 Reporting periods**

(a) The action is divided into the following reporting periods:

- Reporting period 1 from the starting date of the action to month 9;
- Reporting period 2 from month 10 to month 21;
- Reporting period 3 from month 22 to month 33;
- Last reporting period from month 34 to the completion date of the action.

In addition to the reporting requirements set out in Article II.23, the coordinator shall inform the Commission by 31 December each year about the cumulative expenditure incurred by the beneficiaries from the starting date set out in Article 2.2. This information is required for the Commission's accounting purposes and may not be used for determining the final amount of the grant.

(b) Within 60 days following the end of each of the above-mentioned reporting periods, the beneficiary should provide a Progress Report, covering:

- the progress in the implementation of the action;
- the contribution of the activities to the achievement of the objectives of the action, as described in Annex I;
- where applicable, the complementarity with other actions funded by EU, in the current and/or previous programming periods;
- where applicable, in line with Article 2.2 and Article 15, the first progress report shall also specifically indicate the activities started prior to the entry into force of this Agreement;
- information on any delays in the achievement of the objectives of the action, and mitigation actions undertaken;
- for information purposes, an individual financial statement, including a summary of the expenditure incurred by the beneficiary, and where applicable, by the affiliated entities and/or implementing bodies, and available funding balance, on the basis of the form in Annex VI;
- where applicable, main publication actions and environmental information.

(c) The final report will be submitted within 90 days following the completion date of the action as referred to in Article 2.2, together with the request for payment of balance and supporting documents in accordance with Article II.23.2.2.



#### **4.1.2 Payments**

30 calendar days upon receipt of the countersigned Agreement, the Commission shall make a pre-financing payment of 40% of the amount referred to in Article 3 to the coordinator in accordance with Article II.24.1.

At the end of reporting period 2, the coordinator shall submit a request for interim payment of maximum 40% of the amount referred to in Article 3, in accordance with Article II.23.2.1. The Commission shall make an interim payment to the coordinator in accordance with Article II.24.2.

At the end of the last reporting period, the coordinator shall submit the request for payment of the balance in accordance with Article II.23.2.2. The Commission shall make the payment of the balance to the coordinator in accordance with Article II.24.3.

#### **4.1.3 Ceiling for pre-financing and interim payments**

The total amount of pre-financing and interim payments shall not exceed 80% of the maximum grant amount set out in Article 3.

#### **4.2 Time limit for payments**

The time limit for the Commission to make the interim payment and the payment of the balance is 90 days.

#### **4.3 Language and submission means of requests for payment, reports and financial statements**

All requests for payments, reports and financial statements shall be submitted in English.

*Those documents or, if applicable, scanned copies of the original signed paper versions and electronic files, shall be sent via e-mail to the e-mail address specified in Article 6.2.*

### **ARTICLE 5 – BANK ACCOUNT FOR PAYMENTS**

All payments shall be made to the coordinator's bank account as indicated below:

Name of bank: Deutsche Bundesbank, Branch Saarbrücken  
Precise denomination of the account holder: Bundeskasse Trier  
Full account number (including bank codes): 59001020  
IBAN code: DE81590000000059001020  
Transfer Reference Code: 115880149233

## **ARTICLE 6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES**

### **6.1 Data controller**

The entity acting as a data controller according to Article II.6 shall be the Director of Directorate B - Investment, Innovative & Sustainable Transport of DG Mobility and Transport of the European Commission.

### **6.2 Communication details of the Commission**

Any communication related to the technical management of this Grant Agreement shall be addressed by email to the following address:

For the attention of Mr Kristian Hedberg

Head of Unit B4 - Sustainable and Intelligent Transport

Email: [MOVE-B4-SECRETARIAT@ec.europa.eu](mailto:MOVE-B4-SECRETARIAT@ec.europa.eu)

With copy to: [MOVE-ENER-FINANCES@ec.europa.eu](mailto:MOVE-ENER-FINANCES@ec.europa.eu)

Any communication related to payments shall be sent by email and post to the following address:

European Commission

Directorate-General for Mobility and Transport

Unit SRD.3 – Budget & Financial Management

Rue de Mot 24, 01/60

B-1049 Brussels

Belgium

Email: [MOVE-ENER-FINANCES@ec.europa.eu](mailto:MOVE-ENER-FINANCES@ec.europa.eu)

### **6.3 Communication details of the beneficiaries**

Any communication from the Commission to the beneficiaries shall be sent to the following address:

- Bundesanstalt für Straßenwesen (BASt):  
Mr Timo Hoffmann  
Section F5 Connected Mobility  
Brüderstrasse 53  
D-51427 Bergisch Gladbach  
GERMANY  
E-mail address: [HoffmannT@bast.de](mailto:HoffmannT@bast.de) and [NAPCORE@bast.de](mailto:NAPCORE@bast.de)





## ARTICLE 7 – ENTITIES AFFILIATED TO THE BENEFICIARIES

Not applicable.

## ARTICLE 8 - IMPLEMENTING BODIES DESIGNATED BY THE BENEFICIARIES

For the purpose of this Agreement, the following entities are considered as implementing bodies:

- *AustriaTech - Gesellschaft des Bundes für technologiapolitische Maßnahmen GmbH, designated by Bundesministerium für Klimaschutz, Umwelt, Energie, Mobilität, Innovation und Technologie (BMK);*
- *Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft (ASFINAG), designated by Bundesministerium für Klimaschutz, Umwelt, Energie, Mobilität, Innovation und Technologie (BMK);*
- *National Geographical Institute, designated by Federal Public Service Mobility and Transport (Belgium);*
- *Hrvatske ceste d.o.o. a limited liability company for management, construction and maintenance of state roads, designated by Ministry of the Sea, Transport and Infrastructure (Croatia);*
- *University of Cyprus, designated by Public Works Department, Ministry of Transport, Communications and Works (Cyprus);*
- *Ředitelství silnic a dálnic ČR, designated by Česká republika – Ministerstvo dopravy (Czech Republic);*
- *Finnish Transport and Communications Agency Traficom, designated by Traffic Management Company Fintraffic Ltd (Finland);*
- *Finnish Transport Infrastructure Agency, designated by Traffic Management Company Fintraffic Ltd (Finland);*
- *Cerema, designated by Ministère des Transports (France);*
- *Institut national de l'information géographique et forestière, designated by Ministère des Transports (France);*
- *Association des Sociétés Françaises d'Autoroutes, designated by Ministère des Transports (France);*
- *Centre for Research and Technology Hellas, designated by Ministry of Transport and Infrastructure - Road Toll Service (Greece);*
- *National Technical University of Athens, designated by Ministry of Transport and Infrastructure - Road Toll Service (Greece);*
- *Hungarian Public Roads, designated by Ministry for Innovation and Technology (Hungary);*
- *Transport Infrastructure Ireland, designated by Department of Transport (Ireland);*
- *National Transport Authority, designated by Department of Transport (Ireland);*
- *S.I.N.A. Società Iniziative Nazionali Autostradali S.p.A., designated by Ministero delle Infrastrutture e della Mobilità Sostenibili (MIMS) (Italy);*
- *Aiscat Servizi S.r.l., designated by Ministero delle Infrastrutture e della Mobilità Sostenibili (MIMS) (Italy);*
- *Autostrada del Brennero S.p.A., designated by Ministero delle Infrastrutture e della Mobilità Sostenibili (MIMS) (Italy);*
- *Autostrade per l'Italia S.p.A., designated by Ministero delle Infrastrutture e della*

- Mobilità Sostenibili (MIMS) (Italy);*
- *Autostrade TECH S.p.A., designated by Ministero delle Infrastrutture e della Mobilità Sostenibili (MIMS) (Italy);*
  - *Cefriel S.c.a.r.l., designated by Ministero delle Infrastrutture e della Mobilità Sostenibili (MIMS) (Italy);*
  - *QMap S.r.l., designated by Ministero delle Infrastrutture e della Mobilità Sostenibili (MIMS) (Italy);*
  - *Sinelec S.p.A., designated by Ministero delle Infrastrutture e della Mobilità Sostenibili (MIMS) (Italy);*
  - *S.p.A. Autovie Venete, designated by Ministero delle Infrastrutture e della Mobilità Sostenibili (MIMS) (Italy);*
  - *5T S.r.l., designated by Ministero delle Infrastrutture e della Mobilità Sostenibili (MIMS) (Italy);*
  - *DOVA, designated by Ministerie van Infrastructuur en Waterstaat / Rijkswaterstaat (RWS – The Netherlands);*
  - *Dienst Wegverkeer, designated by Ministerie van Infrastructuur en Waterstaat / Rijkswaterstaat (RWS – The Netherlands);*
  - *CROW, designated by Ministerie van Infrastructuur en Waterstaat / Rijkswaterstaat (RWS – The Netherlands);*
  - *Instituto da Mobilidade e dos Transportes, I.P., designated by Ministério das Infraestruturas e da Habitação (Portugal);*
  - *ARMIS - Sistemas de Informação, LDA., designated by Ministério das Infraestruturas e da Habitação (Portugal);*
  - *TISPT - Consultores em Transportes, Inovação e Sistemas, S.A., designated by Ministério das Infraestruturas e da Habitação (Portugal);*
  - *National Company for Road Infrastructure Administration (NCRIA), designated by Ministry of Transport and Infrastructure (MTI - Romania);*
  - *Romanian Road Authority (RRA), designated by Ministry of Transport and Infrastructure (MTI - Romania);*
  - *Intelligent Transport Systems Romania – ITS Romania, designated by Ministry of Transport and Infrastructure (MTI - Romania);*
  - *ELECTRONIC SOLUTIONS (ELSOL), designated by Ministry of Transport and Infrastructure (MTI - Romania);*
  - *Swedish Transport Agency, designated by Swedish Transport Administration (Sweden).*

## **ARTICLE 9 - MONO-BENEFICIARY GRANT**

Not applicable.

## **ARTICLE 10 – ADDITIONAL PROVISIONS ON REIMBURSEMENT OF COSTS DECLARED ON THE BASIS OF THE BENEFICIARY'S USUAL COST ACCOUNTING PRACTICES**

Not applicable.

## **ARTICLE 11 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS**

**(INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In addition to the provisions of Article II.8.3, the beneficiaries shall warrant that the Commission has the rights to:

- summarise the results of the action and distribute the summary;
- extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action.

**ARTICLE 12 – OBLIGATION TO CONCLUDE AN INTERNAL CO-OPERATION AGREEMENT**

Not applicable.

**ARTICLE 13 - INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE**

Not applicable.

**ARTICLE 14 - INELIGIBILITY OF VALUE ADDED TAX**

Not applicable.

**ARTICLE 15 - SPECIAL PROVISIONS ON ELIGIBLE COSTS**

By way of derogation to Article II.19.3, indirect costs are not eligible.

**ARTICLE 16 – WAIVING OF THE OBLIGATION TO PROVIDE CERTIFICATES ON THE FINANCIAL STATEMENTS**

Not applicable.

**ARTICLE 17 - FINANCIAL SUPPORT TO THIRD PARTIES**

Article II.11 is not applicable.

**ARTICLE 18 — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING**

Not applicable.

**ARTICLE 19 – SETTLEMENT OF DISPUTES WITH NON EU BENEFICIARIES**

Not applicable.

**ARTICLE 20 – BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS**

Not applicable.

**ARTICLE 21 – JOINT AND SEVERAL FINANCIAL LIABILITY FOR**

## RECOVERIES

Not applicable.

## SIGNATURES

For the coordinator  
Head of Administration,

Dr. Kirstine Lamers

*i.A. K. Lamers*

Done at

Date: *23.11.21*

In duplicate in English

For the European Commission  
Director of DG MOVE B

Mr Herald RUIJTERS

Done at Brussels,

Date:

Qualified electronic signature by:

HERALD HENRICUS GERARDUS

JOHANNES CHRISTIAAN MARIA RUIJTERS

Date: 2021-11-18 14:27:34 +01:00

*da*