



EUROPEAN CLIMATE, INFRASTRUCTURE AND ENVIRONMENT EXECUTIVE AGENCY (CINEA)

CINEA.B – Sustainable networks and investments
Head of Department

GRANT AGREEMENT

Project 101122891 — 22-EU-TG-eFTI4EU

PREAMBLE

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

on the one part,

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

and

on the other part,

1. 'the coordinator':

KLIIMAMINISTEERIUM (MoClimate), PIC 941609750, established in SUUR-AMEERIKA 1, TALLINN 10122, Estonia,

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

2. **DIGILOGISTIKA KESKUS (DLK)**, PIC 892290391, established in TEADUSPARGI 6/1, TALLINN 12618, Estonia,

3. **51BIZ LUXEMBOURG SARL (51Biz LUXEMBURG)**, PIC 951890877, established in MAISON 15, GREVENKNAPP 7433, Luxembourg,

4. **CIRCLE SPA (CIRCLE SPA)**, PIC 946059916, established in VIA G. BATTISTA PERGOLESI 26, MILANO 20124, Italy,

5. **BUNDESMINISTERIUM FÜR DIGITALES UND VERKEHR (BMDV)**, PIC 996530374, established in Robert-Schuman-Platz 1, Bonn 53175, Germany,

6. **BUNDESAMT FÜR LOGISTIK UND MOBILITÄT (BALM)**, PIC 884011344, established in WERDERSTRASSE 34, KÖLN 50672, Germany,

7. **LIIKENNE- JA VIESTINTÄVIRASTO (FI Transport&Co)**, PIC 900306956, established in KUMPULANTIE 9, HELSINKI 00520, Finland,

8. **SCHIENENINFRASTRUKTUR-DIENSTLEISTUNGS-GESELLSCHAFT MBH (SCHIG)**, PIC 887660387, established in JAKOV-LIND-STRASSE 2 STG 2,4 OG AUSTRIA CAMPUS 2, WIEN 1020, Austria,
9. **PORTS AND TERMINALS CVBA (PORTEXPERTISE)**, PIC 933959457, established in DR J GOOSSENAERTSSTRAAT AB 54, KALMTHOUT 2920, Belgium,
10. **Ministero delle Infrastrutture e dei Trasporti (MIT)**, PIC 996445790, established in Via Nomentana, 2, Roma 00161, Italy,
11. **INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P (IMT, I. P.)**, PIC 966290430, established in AVENIDA DAS FORCAS ARMADAS 40, LISBOA 1649 022, Portugal,
12. **NORDIC INVESTMENT BANK (Nordic Invest)**, PIC 894031056, established in FABIANINKATU 34, HELSINKI 00171, Finland,
13. **UAB NORMALIS TECH (NORM)**, PIC 886548088, established in JAUNIMO G. 16, INGALINA 30290, Lithuania,
14. **TRANSPORTO INOVACIJU ASOCIACIJA (TIA)**, PIC 885458875, established in GEDIMINO PR 9, VILNIUS LT01103, Lithuania,
15. **IMPRIMERIE NATIONALE (Groupe IN)**, PIC 911407345, established in 38 AVENUE DE NEW YORK, PARIS 75116, France,
16. **VALSTYBES IMONE KLAIPEDOS VALSTYBINIO JURU UOSTO DIREKCIJA (KLAIPEDA PORT)**, PIC 951975364, established in J JANONIO 24, KLAIPEDA 92251, Lithuania,
17. **LIETUVOS RESPUBLIKOS SUSISIEKIMO MINISTERIJA (LT MIN.TRANSP.)**, PIC 888880550, established in GEDIMINO PR. 17, VILNIUS 01505, Lithuania,
18. **SERVICE PUBLIC DE WALLONIE (SPW)**, PIC 999811884, established in Place de la Wallonie 1, Namur 5100, Belgium,
19. **LOGISTICS IN WALLONIA (LIW)**, PIC 963728466, established in RUE DE L'AEROPORT 52 / 10, GRACE-HOLLOGNE 4460, Belgium,

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

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

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

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

The Agreement is composed of:

Preamble

Terms and Conditions (including Data Sheet)

Annex 1 Description of the action¹

Annex 2 Estimated budget for the action

Annex 2a Additional information on unit costs and contributions (if applicable)

Annex 3 Accession forms (if applicable)²

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

Annex 4 Model for the financial statements

Annex 5 Specific rules (if applicable)

¹ Template published on [Portal Reference Documents](#).

² Template published on [Portal Reference Documents](#).

³ Template published on [Portal Reference Documents](#).

TERMS AND CONDITIONS

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DATA SHEET

1. General data

Project summary:

Project summary
<p>The project eFTI4EU will encourage Member States to join forces, face the upcoming eFTI requirements, and work jointly on common specifications and take advantage of a well harmonized European wide eFTI exchange environment according to the Regulation EU No 2020/1056 on electronic Freight Transport Information (eFTI Regulation). EFTI4EU project will support the process of implementation of the eFTI Regulation in digitalizing freight transport and logistics by contributing to the implementation of a seamless paperless information exchange between businesses and authorities and developing systems/IT platforms to be used by the competent authorities to access and process information electronically on a non-discriminatory basis and in accordance with Regulation EU 2020/1056 on electronic Freight Transport Information (eFTI). The overall objectives of the Project are fully aligned with the aim of eFTI Regulation EU No 2020/1056, namely: - to encourage the digitalization of freight transport and logistics - to reduce administrative costs, improve enforcement capabilities of competent authorities, and - to enhance the efficiency and sustainability of transport. In detail the project comprises the following: Studies: ● Provision of national and regional eFTI roadmaps ● Participation in the horizontal alignment work package to promote harmonization of eFTI development and interoperability between Member States. This also covers the specification and the common co-development of eFTI reference implementations (eFTI platform and eFTI Gate) ● Communication and dissemination, knowledge sharing activities in the MS to promote eFTI Pilots: ● Development and piloting of an eFTI gate aligned with the jointly specified and developed reference implementation, which could lead to a system that becomes operational in 2025 ● eFTI gate pilots cover the following communication paths: ○ eFTI gate to competent authorities ○ eFTI gate to eFTI platforms ○ eFTI gate to other eFTI gates ○ eFTI gate to other linked systems</p>

Keywords:

- eFTI, interoperability, DTLF, eFTI gates, trusted networks of platforms, National Access Points/ eFTI Gate, building blocks, eFTI Network Corridors from North to South and across,

Project number: 101122891

Project name: electronic Freight Transport Information for Europe

Project acronym: 22-EU-TG-eFTI4EU

Call: CEF-T-2022-SIMOBGEN

Topic: CEF-T-2022-SIMOBGEN-eFTI-WORKS

Type of action: CEF Infrastructure Projects

Granting authority: European Climate, Infrastructure and Environment Executive Agency

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

Project starting date: fixed date: 1 April 2023

Project end date: 31 March 2026

Project duration: 36 months

Consortium agreement: Yes

2. Participants

List of participants:

Nº	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
1	COO	MoClimate	KLIIMAMINISTEERIUM	EE	941609750	1 000 000.00	500 000.00
2	BEN	DLK	DIGILOGISTIKA KESKUS	EE	892290391	710 000.00	355 000.00

N°	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
3	BEN	51Biz LUXEMBURG	51BIZ LUXEMBOURG SARL	LU	951890877	590 280.00	295 140.00
4	BEN	CIRCLE SPA	CIRCLE SPA	IT	946059916	710 000.00	355 000.00
4.1	AE	CCEU	CIRCLE CONNECTING EU S.R.L.	IT	889903609	415 000.00	207 500.00
5	BEN	BMDV	BUNDESMINISTERIUM FÜR DIGITALES UND VERKEHR	DE	996530374	2 400 000.00	1 200 000.00
6	BEN	BALM	BUNDESAMT FÜR LOGISTIK UND MOBILITÄT	DE	884011344	3 000 000.00	1 500 000.00
7	BEN	FI Transport&Co	LIIKENNE- JA VIESTINTAVIRASTO	FI	900306956	4 970 000.00	2 485 000.00
8	BEN	SCHIG	SCHIENENINFRASTRUKTUR-DIENSTLEISTUNGS-GESELLSCHAFT MBH	AT	887660387	800 000.00	400 000.00
8.1	AE	BMK	BUNDESMINISTERIUM FÜR KLIMASCHUTZ, UMWELT, ENERGIE, MOBILITÄT, INNOVATION UND TECHNOLOGIE	AT	999633695	0.00	0.00
9	BEN	PORTEXPERTISE	PORTS AND TERMINALS CVBA	BE	933959457	971 500.00	485 750.00
10	BEN	MIT	Ministero delle Infrastrutture e dei Trasporti	IT	996445790	15 000.00	7 500.00
10.1	AE	RAM SPA	RETE AUTOSTRADE MEDITERRANEE PER LA LOGISTICA LE INFRASTRUTTURE ED I TRASPORTI SOCIETÀ PER AZIONI	IT	937468917	710 000.00	355 000.00
11	BEN	IMT, I. P.	INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P	PT	966290430	1 500 000.00	750 000.00
12	BEN (IO)	Nordic Invest	NORDIC INVESTMENT BANK	FI	894031056	285 000.00	142 500.00
13	BEN	NORM	UAB NORMALIS TECH	LT	886548088	200 000.00	100 000.00
14	BEN	TIA	TRANSPORTO INOVACIJA ASOCIACIJA	LT	885458875	180 000.00	90 000.00
15	BEN	Groupe IN	IMPRIMERIE NATIONALE	FR	911407345	5 495 844.00	2 747 922.00
15.1	AE	French Ministry	MINISTERE DE LA TRANSITION ECOLOGIQUE ET DE LA COHESION DES TERRITOIRES	FR	996384874	1 000 000.00	500 000.00
16	BEN	KLAIPEDA PORT	VALSTYBES IMONE KLAIPEDOS VALSTYBINIO JURU UOSTO DIREKCIJA	LT	951975364	1 500 000.00	750 000.00
17	BEN	LT MIN.TRANSP.	LIETUVOS RESPUBLIKOS SUSISIEKIMO MINISTERIJA	LT	888880550	0.00	0.00
18	BEN	SPW	SERVICE PUBLIC DE WALLONIE	BE	999811884	1 850 000.00	925 000.00
19	BEN	LIW	LOGISTICS IN WALLONIA	BE	963728466	50 000.00	25 000.00
Total						28 352 624.00	14 176 312.00

Coordinator:

- KLIIMAMINISTEERIUM (MoClimate)

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

Total eligible costs (BEN and AE)	Funding rate (%)	Maximum grant amount (Annex 2)	Maximum grant amount (award decision)
28 352 624.00	70, 50, 50	14 176 312.00	14 176 312.00

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

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

Cost eligibility options:

- Standard supplementary payments
- Average personnel costs (unit cost according to usual cost accounting practices)
- Country restrictions for subcontracting costs
- Travel and subsistence:
 - Travel: Actual costs
 - Accommodation: Actual costs
 - Subsistence: Actual costs
- Equipment: full costs only
- Costs for providing financial support to third parties (actual cost; max amount for each recipient: EUR 60 000.00)
- Indirect cost flat-rate: 0% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any)
- VAT: No
- Country restrictions for eligible costs
- Other ineligible costs

Budget flexibility: Yes (no flexibility cap)

4. Reporting, payments and recoveries

4.1 Continuous reporting (art 21)

Deliverables: see Funding & Tenders Portal Continuous Reporting tool

4.2 Periodic reporting and payments

Reporting and payment schedule (art 21, 22):

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

Prefinancing payments and guarantees:

Prefinancing payment		Prefinancing guarantee		
Type	Amount	Guarantee amount	Division per participant	
Prefinancing 1 (initial)	7 088 156.00	n/a	1 - MoClimate	n/a
			2 - DLK	n/a
			3 - 51Biz LUXEMBURG	n/a
			4 - CIRCLE SPA	n/a
			4.1 - CCEU	n/a
			5 - BMDV	n/a
			6 - BALM	n/a
			7 - FI Transport&Co	n/a
			8 - SCHIG	n/a
			8.1 - BMK	n/a
			9 - PORTEXPERTISE	n/a
			10 - MIT	n/a
			10.1 - RAM SPA	n/a
			11 - IMT, I. P.	n/a
			12 - Nordic Invest	n/a
			13 - NORM	n/a
			14 - TIA	n/a
			15 - Groupe IN	n/a
			15.1 - French Ministry	n/a
16 - KLAIPEDA PORT	n/a			
17 - LT MIN.TRANSP.	n/a			
18 - SPW	n/a			
19 - LIW	n/a			

Reporting and payment modalities (art 21, 22):

Mutual Insurance Mechanism (MIM): No

Restrictions on distribution of initial prefinancing: The prefinancing may be distributed only if the minimum number of

beneficiaries set out in the call conditions (if any) have acceded to the Agreement and only to beneficiaries that have acceded.

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

No-profit rule: Yes

Late payment interest: ECB + 3.5%

Bank account for payments:

EE891010220034796011

Conversion into euros: Double conversion

Reporting language: Language of the Agreement

4.3 Certificates (art 24):

Certificates on the financial statements (CFS):

Conditions:

Schedule: interim/final payment, if threshold is reached

Standard threshold (beneficiary-level):

- financial statement: requested EU contribution to costs \geq EUR 325 000.00

4.4 Recoveries (art 22)

First-line liability for recoveries:

Beneficiary termination: Beneficiary concerned

Final payment: Coordinator

After final payment: Beneficiary concerned

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

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

Joint and several liability of affiliated entities — n/a

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

Suspension and termination:

Additional suspension grounds (art 31)

Additional termination grounds (art 32)

Applicable law (art 43):

Standard applicable law regime: EU law + law of Belgium

Dispute settlement forum (art 43):

Standard dispute settlement forum:

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

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

6. Other

Specific rules (Annex 5): Yes

Standard time-limits after project end:

Confidentiality (for X years after final payment): 5

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

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

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

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

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

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

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

ARTICLE 2 — DEFINITIONS

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

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

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

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

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

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

Affiliated entities (AE) — Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046⁴ which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).

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

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

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

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

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

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

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

Fraud — Fraud within the meaning of Article 3 of EU Directive 2017/1371⁵ and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995⁶, as well as any other wrongful or criminal deception intended to result in financial or personal gain.

Irregularities — Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95⁷.

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

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

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

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The grant is awarded for the action **101122891 — 22-EU-TG-eFTI4EU** ('action'), as described in Annex 1.

ARTICLE 4 — DURATION AND STARTING DATE

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

CHAPTER 3 GRANT

ARTICLE 5 — GRANT

5.1 Form of grant

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

⁶ OJ C 316, 27.11.1995, p. 48.

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

The grant is an action grant⁸ which takes the form of a budget-based mixed actual cost grant (i.e. a grant based on actual costs incurred, but which may also include other forms of funding, such as unit costs or contributions, flat-rate costs or contributions, lump sum costs or contributions or financing not linked to costs).

5.2 Maximum grant amount

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

5.3 Funding rate

The funding rate for costs is 50% of the eligible costs for studies (if any), 70% of the eligible costs for works in outermost regions (if any) and 50% of the eligible costs for the other cost categories.

Contributions are not subject to any funding rate.

5.4 Estimated budget, budget categories and forms of funding

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

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

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

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

5.5 Budget flexibility

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

However:

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

⁸ For the definition, see Article 180(2)(a) EU Financial Regulation 2018/1046: ‘**action grant**’ means an EU grant to finance “an action intended to help achieve a Union policy objective”.

⁹ See Article 125 EU Financial Regulation 2018/1046.

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

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS

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

6.1 General eligibility conditions

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

- (a) for actual costs:
 - (i) they must be actually incurred by the beneficiary
 - (ii) they must be incurred in the period set out in Article 4 (with the exception of costs relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)
 - (iii) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
 - (iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation
 - (v) they must be identifiable and verifiable, in particular recorded in the beneficiary's accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary's usual cost accounting practices
 - (vi) they must comply with the applicable national law on taxes, labour and social security and
 - (vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency
- (b) for unit costs or contributions (if any):
 - (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
 - (ii) the units must:
 - be actually used or produced by the beneficiary in the period set out in Article 4 (with the exception of units relating to the submission of the final periodic report, which may be used or produced afterwards; see Article 21)
 - be necessary for the implementation of the action and
 - (iii) the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20)

- (c) for flat-rate costs or contributions (if any):
- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
 - (ii) the costs or contributions to which the flat-rate is applied must:
 - be eligible
 - relate to the period set out in Article 4 (with the exception of costs or contributions relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)
- (d) for lump sum costs or contributions (if any):
- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
 - (ii) the work must be properly implemented by the beneficiary in accordance with Annex 1
 - (iii) the deliverables/outputs must be achieved in the period set out in Article 4 (with the exception of deliverables/outputs relating to the submission of the final periodic report, which may be achieved afterwards; see Article 21)
- (e) for unit, flat-rate or lump sum costs or contributions according to usual cost accounting practices (if any):
- (i) they must fulfil the general eligibility conditions for the type of cost concerned
 - (ii) the cost accounting practices must be applied in a consistent manner, based on objective criteria, regardless of the source of funding
- (f) for financing not linked to costs (if any): the results must be achieved or the conditions must be fulfilled as described in Annex 1.

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

6.2 Specific eligibility conditions for each budget category

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

Direct costs

A. Personnel costs

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

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

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

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

The daily rate must be calculated as:

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

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

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

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

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

If the beneficiary uses average personnel costs (unit cost according to usual cost accounting practices), the personnel costs must fulfil the general eligibility conditions for such unit costs and the daily rate must be calculated:

- using the actual personnel costs recorded in the beneficiary's accounts and excluding any costs which are ineligible or already included in other budget categories; the actual personnel costs may be adjusted on the basis of budgeted or estimated elements, if they are relevant for calculating the personnel costs, reasonable and correspond to objective and verifiable information

and

- according to usual cost accounting practices which are applied in a consistent manner, based on objective criteria, regardless of the source of funding.

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

- (a) work under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed) and

(b) the result of the work belongs to the beneficiary (unless agreed otherwise).

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

A.4 The work of **SME owners** for the action (i.e. owners of beneficiaries that are small and medium-sized enterprises¹⁰ not receiving a salary) or **natural person beneficiaries** (i.e. beneficiaries that are natural persons not receiving a salary) may be declared as personnel costs, if they fulfil the general eligibility conditions and are calculated as unit costs in accordance with the method set out in Annex 2a.

B. Subcontracting costs

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

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

The beneficiaries must ensure that the subcontracted work is performed in the eligible countries or target countries set out in the call conditions — unless otherwise approved by the granting authority.

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

C. Purchase costs

Purchase costs for the action (including related duties, taxes and charges) are eligible if they fulfil the general eligibility conditions and are bought using the beneficiary's usual purchasing practices — provided these ensure purchases with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

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

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

- engaged in an economic activity, irrespective of their legal form (including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity) and
- employing fewer than 250 persons (expressed in 'annual working units' as defined in Article 5 of the Recommendation) and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

C.1 Travel and subsistence

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

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

C.2 Equipment

Purchases of **equipment, infrastructure or other assets** specifically for the action (or developed as part of the action tasks) may be declared as full capitalised costs if they fulfil the cost eligibility conditions applicable to their respective cost categories.

'Capitalised costs' means:

- costs incurred in the purchase or for the development of the equipment, infrastructure or other assets and
- which are recorded under a fixed asset account of the beneficiary in compliance with international accounting standards and the beneficiary's usual cost accounting practices.

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

C.3 Other goods, works and services

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

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

D. Other cost categories

D.1 Financial support to third parties

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

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

- (a) for grants (or similar):

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

D.2 Studies

Costs for studies are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred and comply with the conditions set out in Points A-C for the underlying types of costs (personnel, subcontracting, purchase).

D.3 Synergetic elements

Costs for synergetic elements related to another sector of the CEF Programme (transport, energy or digital) are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred and allow to significantly improve the socio-economic, climate or environmental benefits of the action.

Such costs are eligible only up to 20% of the beneficiaries' total eligible costs.

D.4 Works in outermost regions

Costs for works in outermost regions are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred, comply with the conditions set out in Points A-C for the underlying types of costs (personnel, subcontracting, purchase) and relate to works that are carried out in an outermost region within the meaning of Article 349 of the Treaty on the Functioning of the EU (TFEU)).

D.5 Land purchase

Costs for land purchase are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions and are calculated on the basis of the costs actually incurred.

Such costs are eligible only up to 10% of the beneficiaries' total eligible costs.

Indirect costs

E. Indirect costs

Indirect costs will be reimbursed at the flat-rate of 0% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any).

Contributions

Not applicable

6.3 Ineligible costs and contributions

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

- (a) costs or contributions that do not comply with the conditions set out above (Article 6.1 and 6.2), in particular:
 - (i) costs related to return on capital and dividends paid by a beneficiary
 - (ii) debt and debt service charges
 - (iii) provisions for future losses or debts
 - (iv) interest owed
 - (v) currency exchange losses
 - (vi) bank costs charged by the beneficiary's bank for transfers from the granting authority
 - (vii) excessive or reckless expenditure
 - (viii) VAT (always ineligible)
 - (ix) costs incurred or contributions for activities implemented during grant agreement suspension (see Article 31)
 - (x) in-kind contributions by third parties
- (b) costs or contributions declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following cases:
 - (i) Synergy actions: not applicable
 - (ii) if the action grant is combined with an operating grant¹¹ running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant
- (c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant)

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

- (d) costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies
- (e) other :
 - (i) costs or contributions for activities that do not take place in one of the eligible countries or target countries set out in the call conditions — unless approved by the granting authority
 - (ii) costs or contributions declared specifically ineligible in the call conditions.

6.4 Consequences of non-compliance

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

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

CHAPTER 4 GRANT IMPLEMENTATION

SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS

ARTICLE 7 — BENEFICIARIES

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

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

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

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

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

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

- (a) Each beneficiary must:
 - (i) keep information stored in the Portal Participant Register up to date (see Article 19)

- (ii) inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 19)
 - (iii) submit to the coordinator in good time:
 - the prefinancing guarantees (if required; see Article 23)
 - the financial statements and certificates on the financial statements (CFS) (if required; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
 - the contribution to the deliverables and technical reports (see Article 21)
 - any other documents or information required by the granting authority under the Agreement
 - (iv) submit via the Portal data and information related to the participation of their affiliated entities.
- (b) The coordinator must:
- (i) monitor that the action is implemented properly (see Article 11)
 - (ii) act as the intermediary for all communications between the consortium and the granting authority, unless the Agreement or granting authority specifies otherwise, and in particular:
 - submit the prefinancing guarantees to the granting authority (if any)
 - request and review any documents or information required and verify their quality and completeness before passing them on to the granting authority
 - submit the deliverables and reports to the granting authority
 - inform the granting authority about the payments made to the other beneficiaries (report on the distribution of payments; if required, see Articles 22 and 32)
 - (iii) distribute the payments received from the granting authority to the other beneficiaries without unjustified delay (see Article 22).

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

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

Moreover, coordinators which are ‘sole beneficiaries’¹² (or similar, such as European research

¹² For the definition, see Article 187(2) EU Financial Regulation 2018/1046: “Where several entities satisfy the criteria

infrastructure consortia (ERICs)) may delegate the tasks set out in Point (b)(i) to (iii) above to one of their members. The coordinator retains sole responsibility for compliance with the obligations under the Agreement.

The beneficiaries must have **internal arrangements** regarding their operation and co-ordination, to ensure that the action is implemented properly.

If required by the granting authority (see Data Sheet, Point 1), these arrangements must be set out in a written **consortium agreement** between the beneficiaries, covering for instance:

- the internal organisation of the consortium
- the management of access to the Portal
- different distribution keys for the payments and financial responsibilities in case of recoveries (if any)
- additional rules on rights and obligations related to background and results (see Article 16)
- settlement of internal disputes
- liability, indemnification and confidentiality arrangements between the beneficiaries.

The internal arrangements must not contain any provision contrary to this Agreement.

ARTICLE 8 — AFFILIATED ENTITIES

The following entities which are linked to a beneficiary will participate in the action as ‘affiliated entities’:

- **CIRCLE CONNECTING EU S.R.L. (CCEU)**, PIC 889903609, linked to CIRCLE SPA (CIRCLE SPA)
- **BUNDESMINISTERIUM FUER KLIMASCHUTZ, UMWELT, ENERGIE, MOBILITAET, INNOVATION UND TECHNOLOGIE (BMK)**, PIC 999633695, linked to SCHIENENINFRASTRUKTUR-DIENSTLEISTUNGS-GESELLSCHAFT MBH (SCHIG)
- **RETE AUTOSTRADE MEDITERRANEE PER LA LOGISTICA LE INFRASTRUTTURE ED I TRASPORTI SOCIETA PER AZIONI (RAM SPA)**, PIC 937468917, linked to Ministero delle Infrastrutture e dei Trasporti (MIT)
- **MINISTERE DE LA TRANSITION ECOLOGIQUE ET DE LA COHESION DES TERRITOIRES (French Ministry)**, PIC 996384874, linked to IMPRIMERIE NATIONALE (Groupe IN)

Affiliated entities can charge costs and contributions to the action under the same conditions as the beneficiaries and must implement the action tasks attributed to them in Annex 1 in accordance with Article 11.

for being awarded a grant and together form one entity, that entity may be treated as the **sole beneficiary**, including where it is specifically established for the purpose of implementing the action financed by the grant.”

Their costs and contributions will be included in Annex 2 and will be taken into account for the calculation of the grant.

The beneficiaries must ensure that all their obligations under this Agreement also apply to their affiliated entities.

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

Breaches by affiliated entities will be handled in the same manner as breaches by beneficiaries. Recovery of undue amounts will be handled through the beneficiaries.

If the granting authority requires joint and several liability of affiliated entities (see Data Sheet, Point 4.4), they must sign the declaration set out in Annex 3a and may be held liable in case of enforced recoveries against their beneficiaries (see Article 22.2 and 22.4).

ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

9.1 Associated partners

Not applicable

9.2 Third parties giving in-kind contributions to the action

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

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

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

9.3 Subcontractors

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

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

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

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

9.4 Recipients of financial support to third parties

If the action includes providing financial support to third parties (e.g. grants, prizes or similar forms of

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

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

ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

10.1 Non-EU participants

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

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC¹³
- for the controls under Article 25: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

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

10.2 Participants which are international organisations

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

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

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

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

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

10.3 Pillar-assessed participants

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

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

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

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

and use the following specific rules, for:

- recoveries (Article 22): in case of financial support to third parties, there will be no recovery if the participant has done everything possible to retrieve the undue amounts from the third party receiving the support (including legal proceedings) and non-recovery is not due to an error or negligence on its part
- checks, reviews, audits and investigations by the EU (Article 25): will be conducted taking into account the rules and procedures specifically agreed between them and the framework agreement (if any)
- impact evaluation (Article 26): will be conducted in accordance with the participant’s internal rules and procedures and the framework agreement (if any)
- grant agreement suspension (Article 31): certain costs incurred during grant suspension are eligible (notably, minimum costs necessary for a possible resumption of the action and costs relating to contracts which were entered into before the pre-information letter was received and which could not reasonably be suspended, reallocated or terminated on legal grounds)

- grant agreement termination (Article 32): the final grant amount and final payment will be calculated taking into account also costs relating to contracts due for execution only after termination takes effect, if the contract was entered into before the pre-information letter was received and could not reasonably be terminated on legal grounds
- liability for damages (Article 33.2): the granting authority must be compensated for damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement only if the damage is due to an infringement of the participant's internal rules and procedures or due to a violation of third parties' rights by the participant or one of its employees or individual for whom the employees are responsible.

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

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

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

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

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

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

- processed lawfully, fairly and in a transparent manner in relation to the data subject
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date

- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the personal data.

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

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

SECTION 2 RULES FOR CARRYING OUT THE ACTION

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

11.1 Obligation to properly implement the action

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

11.2 Consequences of non-compliance

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

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

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

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

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

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

12.2 Consequences of non-compliance

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

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

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

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

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

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

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

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

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

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

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

The confidentiality obligations no longer apply if:

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

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

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444¹⁴ and its implementing rules).

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

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

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

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

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

13.3 Consequences of non-compliance

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

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

ARTICLE 14 — ETHICS AND VALUES

14.1 Ethics

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

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

14.2 Values

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

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

14.3 Consequences of non-compliance

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

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

ARTICLE 15 — DATA PROTECTION

15.1 Data processing by the granting authority

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

For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725¹⁵.

¹⁵ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies

15.2 Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679¹⁶).

They must ensure that personal data is:

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

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

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

15.3 Consequences of non-compliance

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

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

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

16.1 Background and access rights to background

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

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

and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

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

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

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

16.2 Ownership of results

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

‘Results’ means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

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

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

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

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

(h) **processing**, analysing, aggregating the materials, documents and information received and **producing derivative works**.

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

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

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

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

16.4 Specific rules on IPR, results and background

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

16.5 Consequences of non-compliance

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

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

ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

17.1 Communication — Dissemination — Promoting the action

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

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

17.2 Visibility — European flag and funding statement

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



Funded by the
European Union



Co-funded by the
European Union



Funded by the
European Union



Co-funded by the
European Union

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

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

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

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

17.3 Quality of information — Disclaimer

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

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

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

17.4 Specific communication, dissemination and visibility rules

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

17.5 Consequences of non-compliance

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

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

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

18.1 Specific rules for carrying out the action

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

18.2 Consequences of non-compliance

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

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

SECTION 3 GRANT ADMINISTRATION

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

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

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

19.2 Participant Register data updates

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

19.3 Information about events and circumstances which impact the action

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

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

(b) **circumstances** affecting:

- (i) the decision to award the grant or
- (ii) compliance with requirements under the Agreement.

19.4 Consequences of non-compliance

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

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

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

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

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

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

Moreover, the following is needed for specific budget categories:

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

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

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

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

20.2 Consequences of non-compliance

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

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

ARTICLE 21 — REPORTING

21.1 Continuous reporting

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

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

21.2 Periodic reporting: Technical reports and financial statements

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

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

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

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

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

The financial part of the periodic report includes:

- the financial statements (individual and consolidated; for all beneficiaries/affiliated entities)
- the explanation on the use of resources (or detailed cost reporting table, if required)
- the certificates on the financial statements (CFS) (if required; see Article 24.2 and Data Sheet, Point 4.3).

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

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

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

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

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

21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

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

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

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

21.4 Reporting language

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

21.5 Consequences of non-compliance

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

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

ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE

22.1 Payments and payment arrangements

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

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

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

The cost of payment transfers will be borne as follows:

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

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

22.2 Recoveries

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

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

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

In case of enforced recoveries (see Article 22.4):

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

22.3 Amounts due

22.3.1 Prefinancing payments

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

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

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

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

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

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

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

22.3.2 Amount due at beneficiary termination — Recovery

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 1 — Calculation of the total accepted EU contribution

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

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

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

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

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

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

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

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

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

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

22.3.3 Interim payments

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the interim payment ceiling

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the interim payment ceiling

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

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

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

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

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

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the maximum grant amount

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

Step 3 — Reduction due to the no-profit rule

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

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

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the eligible costs approved by the granting authority (as compared to the amount calculated following Steps 1 and 2 minus the contributions).

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

$$\left. \begin{array}{l} \{\text{final grant amount} \\ \text{minus} \\ \{\text{prefinancing and interim payments made (if any)}\} \} \end{array} \right\}$$

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

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

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

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

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

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

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

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

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

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

If — after the final payment (in particular, after checks, reviews, audits or investigations; see

Article 25) — the granting authority rejects costs or contributions (see Article 27) or reduces the grant (see Article 28), it will calculate the **revised final grant amount** for the beneficiary concerned.

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

Step 1 — Calculation of the revised total accepted EU contribution

Step 1 — Calculation of the revised total accepted EU contribution

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

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

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

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

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

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

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

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

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

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

22.4 Enforced recovery

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

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

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

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

- (b) by drawing on the financial guarantee(s) (if any)
- (c) by holding other beneficiaries jointly and severally liable (if any; see Data Sheet, Point 4.4)
- (d) by holding affiliated entities jointly and severally liable (if any, see Data Sheet, Point 4.4)
- (e) by taking legal action (see Article 43) or, provided that the granting authority is the European Commission or an EU executive agency, by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2018/1046.

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

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366¹⁷ applies.

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

22.5 Consequences of non-compliance

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

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

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

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

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

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

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

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

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

ARTICLE 23 — GUARANTEES

23.1 Prefinancing guarantee

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

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

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

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

They will be released within the following month.

23.2 Consequences of non-compliance

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

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

ARTICLE 24 — CERTIFICATES

24.1 Operational verification report (OVR)

Not applicable

24.2 Certificate on the financial statements (CFS)

If required by the granting authority (see Data Sheet, Point 4.3), the beneficiaries must provide

certificates on their financial statements (CFS), in accordance with the schedule, threshold and conditions set out in the Data Sheet.

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

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

- (a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC¹⁸ (or for public bodies: by a competent independent public officer)
- (b) the verification must be carried out according to the highest professional standards to ensure that the financial statements comply with the provisions under the Agreement and that the costs declared are eligible.

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

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

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

Beneficiaries which use unit, flat rate or lump sum costs or contributions according to usual costs accounting practices (if any) may submit to the granting authority, for approval, a certificate on the methodology stating that their usual cost accounting practices comply with the eligibility conditions under the Agreement.

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

- (a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC¹⁹ (or for public bodies: by a competent independent public officer)
- (b) the verification must be carried out according to the highest professional standards to ensure that the methodology for declaring costs according to usual accounting practices complies with the provisions under the Agreement.

If the certificate is approved, amounts declared in line with this methodology will not be challenged subsequently, unless the beneficiary concealed information for the purpose of the approval.

24.4 Systems and process audit (SPA)

Not applicable

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

¹⁹ Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

24.5 Consequences of non-compliance

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

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

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

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

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

25.1.2 Project reviews

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

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

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

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

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

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

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

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

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

Project reviews (including project review reports) will be in the language of the Agreement.

25.1.3 Audits

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

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

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

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

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

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

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

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

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

Audits (including audit reports) will be in the language of the Agreement.

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

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

25.3 Access to records for assessing simplified forms of funding

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

25.4 OLAF, EPPO and ECA audits and investigations

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

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013²⁰ and No 2185/96²¹
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

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

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

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

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

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

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

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

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

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

25.5.2 Extension from other grants

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

- (a) the beneficiary concerned is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and

²⁰ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18/09/2013, p. 1).

²¹ Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15/11/1996, p. 2).

- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — within the time-limit for audits set out in the Data Sheet (see Point 6).

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

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

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

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

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

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

On the basis of this, the granting authority will analyse the impact and decide on the implementation (i.e. start rejection or grant reduction procedures, either on the basis of the revised financial statements or the announced/alternative method/rate or a mix of those; see Articles 27 and 28).

25.6 Consequences of non-compliance

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

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

ARTICLE 26 — IMPACT EVALUATIONS

26.1 Impact evaluation

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

Such evaluations may be started during implementation of the action and until the time-limit set out

in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiaries and will be considered to start on the date of the notification.

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

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

26.2 Consequences of non-compliance

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

CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

SECTION 1 REJECTIONS AND GRANT REDUCTION

ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS

27.1 Conditions

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

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

Ineligible costs or contributions will be rejected.

27.2 Procedure

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

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

27.3 Effects

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

ARTICLE 28 — GRANT REDUCTION

28.1 Conditions

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

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

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

28.2 Procedure

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

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

28.3 Effects

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

SECTION 2 SUSPENSION AND TERMINATION

ARTICLE 29 — PAYMENT DEADLINE SUSPENSION

29.1 Conditions

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

- (a) the required report (see Article 21) has not been submitted or is not complete or additional information is needed
- (b) there are doubts about the amount to be paid (e.g. ongoing audit extension procedure, queries

about eligibility, need for a grant reduction, etc.) and additional checks, reviews, audits or investigations are necessary, or

- (c) there are other issues affecting the EU financial interests.

29.2 Procedure

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

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

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

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

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

ARTICLE 30 — PAYMENT SUSPENSION

30.1 Conditions

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

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

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

30.2 Procedure

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

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

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

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

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

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

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

ARTICLE 31 — GRANT AGREEMENT SUSPENSION

31.1 Consortium-requested GA suspension

31.1.1 Conditions and procedure

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

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

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

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

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

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

31.2 EU-initiated GA suspension

31.2.1 Conditions

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

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant
- (c) other:
 - (i) linked action issues: not applicable
 - (ii) due to major delays, the objectives of the action risk to no longer be achieved

31.2.2 Procedure

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

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

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

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

Once the conditions for resuming implementation of the action are met, the granting authority will formally notify the coordinator a **lifting of suspension letter**, in which it will set the suspension end date and invite the coordinator to request an amendment of the Agreement to set the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see

Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the lifting of suspension letter. This date may be before the date on which the letter is sent.

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

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

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

ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION

32.1 Consortium-requested GA termination

32.1.1 Conditions and procedure

The beneficiaries may request the termination of the grant.

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

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

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

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

32.1.2 Effects

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

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

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

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

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

32.2 Consortium-requested beneficiary termination

32.2.1 Conditions and procedure

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

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

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

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

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

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

32.2.2 Effects

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

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

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

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

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

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

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

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

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

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

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

32.3 EU-initiated GA or beneficiary termination

32.3.1 Conditions

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

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40)
- (b) a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)
- (c) following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (d) implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (e) a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)
- (f) a beneficiary (or person with unlimited liability for its debts) is in breach of social security or tax obligations
- (g) a beneficiary (or person having powers of representation, decision-making or control, or person

essential for the award/implementation of the grant) has been found guilty of grave professional misconduct

- (h) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
- (i) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)
- (j) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.)
- (k) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings from other grants to this grant; see Article 25)
- (l) despite a specific request by the granting authority, a beneficiary does not request — through the coordinator — an amendment to the Agreement to end the participation of one of its affiliated entities or associated partners that is in one of the situations under points (d), (f), (e), (g), (h), (i) or (j) and to reallocate its tasks, or
- (m) other:
 - (i) linked action issues: not applicable
 - (ii) due to major delays, the objectives of the action can no longer be achieved

32.3.2 Procedure

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

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

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

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

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

32.3.3 Effects

(a) for **GA termination**:

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

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

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

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

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

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

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

(b) for **beneficiary termination**:

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

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

The granting authority will calculate the amount due to the beneficiary on the basis of the

report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

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

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

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

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

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

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

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

SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS

ARTICLE 33 — DAMAGES

33.1 Liability of the granting authority

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

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

33.2 Liability of the beneficiaries

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

The liability does not extend to indirect or consequential losses or similar damage (such as loss of

profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 135 to 145 EU Financial Regulation 2018/1046 and Articles 4 and 7 of Regulation 2988/95²²).

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

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

‘Force majeure’ means any situation or event that:

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

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

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

CHAPTER 6 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Forms and means of communication — Electronic management

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

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

²² Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

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

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

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

36.2 Date of communication

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

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

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

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

36.3 Addresses for communication

The Portal can be accessed via the Europa website.

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

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

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

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

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

Annex 2 takes precedence over Annex 1.

ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES

In accordance with Regulation No 1182/71²³, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

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

‘Days’ means calendar days, not working days.

ARTICLE 39 — AMENDMENTS

39.1 Conditions

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

Amendments may be requested by any of the parties.

39.2 Procedure

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

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

The request for amendment must include:

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

The granting authority may request additional information.

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

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

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

ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

²³ Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).

40.1 Accession of the beneficiaries mentioned in the Preamble

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

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

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

40.2 Addition of new beneficiaries

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

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

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

Additions are also possible in mono-beneficiary grants.

ARTICLE 41 — TRANSFER OF THE AGREEMENT

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

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

- the reasons why
- the accession form (see Annex 3) signed by the new beneficiary directly in the Portal Amendment tool and
- additional supporting documents (if required by the granting authority).

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

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

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

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

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

ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

43.1 Applicable law

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

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

43.2 Dispute settlement

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

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

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

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

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

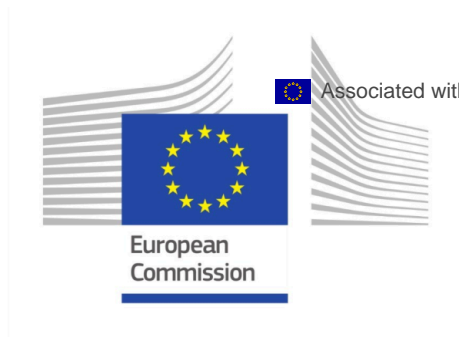
ARTICLE 44 — ENTRY INTO FORCE

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

SIGNATURES

For the coordinator

For the granting authority



ANNEX 1



Connecting Europe Facility (CEF)

Description of the action (DoA)

Part A

Part B

DESCRIPTION OF THE ACTION (PART A)

COVER PAGE

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

PROJECT	
<i>Grant Preparation (General Information screen) — Enter the info.</i>	
Project number:	101122891
Project name:	electronic Freight Transport Information for Europe
Project acronym:	22-EU-TG-eFTI4EU
Call:	CEF-T-2022-SIMOBGEN
Topic:	CEF-T-2022-SIMOBGEN-eFTI-WORKS
Type of action:	CEF-INFRA
Service:	CINEA/B/02
Project starting date:	fixed date: 1 April 2023
Project duration:	36 months

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Staff effort	13
List of deliverables	14
List of milestones (outputs/outcomes)	21
List of critical risks	23

PROJECT SUMMARY

Project summary

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

Use the project summary from your proposal.

The project eFTI4EU will encourage Member States to join forces, face the upcoming eFTI requirements, and work jointly on common specifications and take advantage of a well harmonized European wide eFTI exchange environment according to the Regulation EU No 2020/1056 on electronic Freight Transport Information (eFTI Regulation). EFTI4EU project will support the process of implementation of the eFTI Regulation in digitalizing freight transport and logistics by contributing to the implementation of a seamless paperless information exchange between businesses and authorities and developing systems/IT platforms to be used by the competent authorities to access and process information electronically on a non-discriminatory basis and in accordance with Regulation EU 2020/1056 on electronic Freight Transport Information (eFTI).

The overall objectives of the Project are fully aligned with the aim of eFTI Regulation EU No 2020/1056, namely:

- to encourage the digitalization of freight transport and logistics
- to reduce administrative costs, improve enforcement capabilities of competent authorities, and
- to enhance the efficiency and sustainability of transport.

In detail the project comprises the following:

Studies:

- Provision of national and regional eFTI roadmaps
- Participation in the horizontal alignment work package to promote harmonization of eFTI development and interoperability between Member States. This also covers the specification and the common co-development of eFTI reference implementations (eFTI platform and eFTI Gate)
- Communication and dissemination, knowledge sharing activities in the MS to promote eFTI

Pilots:

- Development and piloting of an eFTI gate aligned with the jointly specified and developed reference implementation, which could lead to a system that becomes operational in 2025
- eFTI gate pilots cover the following communication paths:
 - eFTI gate to competent authorities
 - eFTI gate to eFTI platforms
 - eFTI gate to other eFTI gates
 - eFTI gate to other linked systems

LIST OF PARTICIPANTS

PARTICIPANTS

Grant Preparation (Beneficiaries screen) — Enter the info.

Number	Role	Short name	Legal name	Country	PIC
1	COO	MoClimate	KLIIMAMINISTEERIUM	EE	941609750
2	BEN	DLK	DIGILOGISTIKA KESKUS	EE	892290391
3	BEN	51Biz LUXEMBURG	51BIZ LUXEMBOURG SARL	LU	951890877
4	BEN	CIRCLE SPA	CIRCLE SPA	IT	946059916
4.1	AE	CCEU	CIRCLE CONNECTING EU S.R.L.	IT	889903609

PARTICIPANTS					
<i>Grant Preparation (Beneficiaries screen) — Enter the info.</i>					
Number	Role	Short name	Legal name	Country	PIC
5	BEN	BMDV	BUNDESMINISTERIUM FÜR DIGITALES UND VERKEHR	DE	996530374
6	BEN	BALM	BUNDESAMT FÜR LOGISTIK UND MOBILITÄT	DE	884011344
7	BEN	FI Transport&Co	LIIKENNE- JA VIESTINTAVIRASTO	FI	900306956
8	BEN	SCHIG	SCHIENENINFRASTRUKTUR-DIENSTLEISTUNGS-GESELLSCHAFT MBH	AT	887660387
8.1	AE	BMK	BUNDESMINISTERIUM FÜR KLIMASCHUTZ, UMWELT, ENERGIE, MOBILITÄT, INNOVATION UND TECHNOLOGIE	AT	999633695
9	BEN	PORTEXPERTISE	PORTS AND TERMINALS CVBA	BE	933959457
10	BEN	MIT	Ministero delle Infrastrutture e dei Trasporti	IT	996445790
10.1	AE	RAM SPA	RETE AUTOSTRADE MEDITERRANEE PER LA LOGISTICA LE INFRASTRUTTURE ED I TRASPORTI SOCIETÀ PER AZIONI	IT	937468917
11	BEN	IMT, I. P.	INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P	PT	966290430
12	BEN	Nordic Invest	NORDIC INVESTMENT BANK	FI	894031056
13	BEN	NORM	UAB NORMALIS TECH	LT	886548088
14	BEN	TIA	TRANSPORTO INOVACIJA ASOCIACIJA	LT	885458875
15	BEN	Groupe IN	IMPRIMERIE NATIONALE	FR	911407345
15.1	AE	French Ministry	MINISTÈRE DE LA TRANSITION ÉCOLOGIQUE ET DE LA COHESION DES TERRITOIRES	FR	996384874
16	BEN	KLAIPEDA PORT	VALSTYBES IMONĖ KLAIPĖDOS VALSTYBINIO JURU UOSTO DIREKCIJA	LT	951975364
17	BEN	LT MIN.TRANSP.	LIETUVOS RESPUBLIKOS SUSISIEKIMO MINISTERIJA	LT	888880550
18	BEN	SPW	SERVICE PUBLIC DE WALLONIE	BE	999811884
19	BEN	LIW	LOGISTICS IN WALLONIA	BE	963728466

LIST OF WORK PACKAGES

Work packages						
<i>Grant Preparation (Work Packages screen) — Enter the info.</i>						
Work Package No	Work Package name	Lead Beneficiary	Effort (Person-Months)	Start Month	End Month	Deliverables
WP1	WP 1: Horizontal Work	5 - BMDV	0.00	1	36	D1.1 – D1.1 Roadmap Workplan for MS including templates D1.2 – D1.2 eFTI System overview and interface specification D1.3 – D1.3 National eFTI Roadmaps D1.4 – D1.4 eFTI System specifications (preliminary Versions) D1.5 – D1.5 Reference implementation development plan D1.6 – D1.6 eFTI Gate service and content specification D1.7 – D1.7 Roadmap Status Report D1.8 – D1.8 eFTI exchange environment test plan D1.9 – D1.9 Legal implementation and certification strategy plan D1.10 – D1.10 eFTI Gate Strategy and Governance Model D1.11 – D1.11 eFTI System specifications (final Versions)
WP2	WP 2: National and Corridor Pilots	7 - FI Transport&Co	0.00	6	33	D2.1 – D2.1 eFTI4EU pilot plan D2.2 – D2.2 Reference implementation release nr. 05 description and system test summary D2.3 – D2.3 Reference implementation release nr. 09 description and pilot result summary

Work packages						
<i>Grant Preparation (Work Packages screen) — Enter the info.</i>						
Work Package No	Work Package name	Lead Beneficiary	Effort (Person-Months)	Start Month	End Month	Deliverables
WP3	WP 3: Communication, Dissemination & Capacity Building	4 - CIRCLE SPA	0.00	1	36	D3.1 – D3.1 Detailed Communication Plan D3.2 – D3.2 Mid-Term Communication Report D3.3 – D3.3 Final Communication Report
WP4	WP 4: Project management and coordination	1 - MoClimate	0.00	1	36	D4.1 – D4.1 Progress Report D4.2 – D4.2 Progress Report

Work package WP1 – WP 1: Horizontal Work

Work Package Number	WP1	Lead Beneficiary	5. BMDV
Work Package Name	WP 1: Horizontal Work		
Start Month	1	End Month	36

Objectives
<p>WP1 is the common harmonization work package for the participating Member States (MS) to identify, by means of country's specific roadmaps, inter alia, the inventory of requirements for national eFTI implementation, resource needs (financial and technical) and requirements for the long-term operation of the eFTI exchange environment.;</p> <p>WP1 will:</p> <ul style="list-style-type: none"> • analyze the Delegated Act (DA) and Implementing Act (IA) proposed by the European Commission (EC) and jointly translate them into harmonized technical specifications, thus providing Member States with solid specifications, e.g. for the development/tendering of an eFTI gate (the technical interfaces that enable the exchange of data between eFTI platforms and user applications of competent authorities), as per Article 3(4) of Regulation (EU) 2020/1056 of the European Parliament and of the Council of 15 July 2020 on electronic freight transport information; • develop national and cross-border test strategies to test the eFTI exchange environment; • develop a strategy for an open-source reference implementation of an eFTI gate; • develop an agreed governance model that describes general rules for eFTI gates and the maintenance of the specifications.

Description
<p>WP1 consist of the following tasks:</p> <p>Task 1.1 Authorities' Road map (requirements and preparatory works)</p> <p>Within the framework of Task 1.1, the participating Member States will first identify the existing systems, requirements for national eFTI implementation, resource needs (financial and technical), pilots planned during the project and requirements for the long-term operation of the eFTI exchange environment to document these in so-called national roadmaps (D1.2). In eFTI4EU, the term roadmap is used as a synonym for a project plan for the introduction of eFTI in the Member States. It is not necessarily a description of the implementation steps for eFTI, but rather an analysis of the strategic, organizational, technical, legal and financial framework conditions in the MS, which serve to develop eFTI gates specifically according to the requirements of the EU and the Member States. This should create a solid information basis for eFTI4EU to analyze the starting point for the implementation of the eFTI exchange environment. For this purpose, a work plan (D1.1) will be developed with support of the participating MS, in which the requirements for the roadmaps will be documented. In addition, a corresponding roadmap structure will be developed in the form of a template. This should help to collect the information in a harmonized way and facilitate an analysis afterwards. The overall MS summary of the individual country-specific roadmaps will be made in a Roadmap Status Report (D1.3). Here, an analysis of the commonalities and differences in the MS will be carried out, which represents a benchmark for the harmonization range that will be available for the implementation of the eFTI exchange environment and thus for the provision of interoperability.</p> <p>Task 1.2 Interoperability of eFTI exchange environment (planning, reference specification, testing)</p> <p>Task 1.2 will analyze the DA and IA introduced by the EU Commission and jointly translate them into harmonized technical specifications. In addition, initial findings from the national roadmaps will be incorporated in parallel and the use of e.g., EU Building Blocks will be discussed, such as eDelivery or similar existing, fully specified solutions. The use of such solutions would indeed be a time saver for the project, as they could be implemented immediately in WP2.</p> <p>The approach in Task 1.2 is to start with a systems overview and interface specification (D1.4). This includes a cross pilot system architecture and an identification of interfaces to be considered (and harmonized) based on the architecture, which will be specified in the first eFTI Implementing (IA). The next step is to evaluate if any of existing national systems can take on the role of an eFTI gate (also making some adaptations, if needed), or if the eFTI gate should be built from scratch (as a new component in the overall architecture). The resulting system dependencies (all IT applications in a specific Member State that needs interface with eFTI gate) will be described in system specifications (D1.5). These also take into account requirements of the eFTI stakeholders, including detailed application scenarios and usability requirements as well as relevant service level and interoperability key performance indicators (KPI), which will be validated in the WP2</p>

laboratory tests and pilot projects. According to the findings and experience gained from the implementation (WP2), the specifications of the eFTI exchange environment, including the functional and technical interfaces between the eFTI Gates, the national Authority Access Points (AAP) and the eFTI Platforms will be further improved and adapted until the end of the project, so that a tested version of the specifications (D1.6) will be available at the end of the project.

The aim of this task is to provide member states with solid specifications, e.g., for the development/tendering of an eFTI gate. On the other hand, the specifications as a whole will be used to produce a development plan for the reference implementation (D1.7) (a common basis that will be adapted to the requirements that are specific for each Member State). This plan involves the definition of development steps that must be carried out to reach the targeted eFTI gate development, be it the adaptation of an existing system or the creation of a new one. The eFTI gate reference implementation will be jointly developed (co-developed) and tested by the financially involved eFTI4EU partners in WP2 and made available together with the data model and the requirement specifications to all Member States as open-source code that can be modified, licensed, re-licensed or used without restrictions. Based on the above system specifications, national and cross-border test strategies for testing the eFTI exchange environment will be developed, which will be summarized in an eFTI exchange environment test plan (D1.8). Here, too, it would be possible to benefit from existing test plans or test opportunities already developed for EU building blocks (e.g. eDelivery).

Task 1.3 eFTI Gate Strategy and Governance (Common Rule Set)

Task 1.3 aims to develop an agreed governance model (D.1.9) that describes common rules for eFTI gates (e.g., rules for onboarding of eFTI platforms, rights and duties) and the maintenance of specifications. It should enable Member States to monitor the technological-sociological system landscape and develop viable plans for the governance of the reference implementation description, which can be made available to the market as open documentation. This includes an identification of possible governance actors, their roles and relationships within the value chain structure.

The project partners will be responsible for jointly developing, testing and piloting the eFTI gate reference implementation, which needs to meet the rules on harmonized data exchange and interoperability laid down in the first eFTI DA and IA.

The reference implementation here is defined as a generic definition and pilot implementation of a generic solution architecture. It is essential that the data sharing between the eFTI Gates is harmonized, that MS agree on a trust architecture (identities, authentication and authorization), so that MS agree on a common process and service repository and a common search and index mechanism. The reference architecture must comply with the EU implementing regulations, but also be flexible enough so that each MS can keep on using their existing IT systems.

National pilots, which use the reference implementation as pattern for their national eFTI gate implementation, need to perform tests following national and cross-border supply chain use cases where the exchange of data within an eFTI exchange environment is required. Therefore, it is essential that the data sharing between the eFTI Gates is (a) harmonized, that MS agree on (b) a trust architecture (identities, authentication and authorization), and (c) agree on a common process and service repository and (d) a common search and index mechanism. The reference implementation as pattern facilitates this by aiming at the same time in complying with the EU implementing regulations and allows sufficient flexibility so that each Member State can use the eFTI gate reference implementation and adapt it to its existing IT eco-system.

Task 1.4 eFTI Gate Content and Accessibility (e.g., Metadata, Access Management)

Task 1.4 is dedicated to the inside of the eFTI gate reference implementation, i.e. an eFTI Gate service and content specification (D1.10) will functionally describe the relevant eFTI Gate services (e.g. internal/ external authentication, eFTI platform-related services, eFTI Gate-to-eFTI Gate services, logging, search mechanism, etc.) and specify the relevant registries (eFTI platform metadata, links, etc.).

Task 1.5 Legal implementation and Certification-related affairs and rules

Task 1.5 will address the legal implementation of eFTI components, taking into account the certification requirements and rules that will be established for eFTI components. A strategy plan for legal implementation and certification (D1.11) will therefore collect and document national strategies and processes for each MS regarding the legal implementation of eFTI gates and the implementation of national certification processes for eFTI gates and platforms.

Work package WP2 – WP 2: National and Corridor Pilots

Work Package Number	WP2	Lead Beneficiary	7. FI Transport&Co
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Work Package Name	WP 2: National and Corridor Pilots		
Start Month	6	End Month	33

Objectives

- Objective 1 is to test and pilot in real world conditions the main use cases of eFTI gates against the reference model developed in WP1:
 - Test and pilot eFTI gate to competent authorities' data exchange
 - Test and pilot eFTI gate to eFTI platforms data exchange
 - Test and pilot eFTI gate to other eFTI gates data exchange
 - Test and pilot eFTI gate to other liked systems data exchange
- Objective 2 is to cover all main transport modes in pilots (maritime, air, rail and road) and with these study transport mode specific eFTI data exchanges
- Objective 3 is to cover the whole eFTI architecture from Economic Operators to Competent Authorities in pilots
- Objective 4 is to pilot the above mentioned targeted pilots (i.e., objectives 1-3) in national and where applicable in international/corridor context

Description

WP2 is based on the previous piloting experience derived from the CEF funded projects FENIX (2018-EU-TM-0077-S) and FEDeRATED (2018-EU-TM-0119-S), where pre-eFTI piloting was already made. The purpose of the WP 2 pilots is to cover full eFTI architecture and its components. And hence, to provide concrete experience and lessons learned from real life use cases and to adapt those into the WP2 eFTI Gate reference implementation solution. By doing this co-developed open source eFTI Gate reference implementation, Member States will be able to implement their interoperable operative eFTI Gates on time. Pilot results and findings will be disseminated both on national and international level among eFTI stakeholders. WP2 target is to cover several eFTI Gate use cases and test these in different MSs and international corridors, so that the eFTI4EU project covers main test use cases for eFTI Gates and complies with the set KPIs defined for this.

WP2 consist of the following tasks:

Task 2.1 Pilot collaboration and knowledge sharing

The broad target of the Project Partners is to reach close working relationship with all engaged Member States to better understand their needs, so that parallel national eFTI development projects can be supported with more accurate definition, co-development and governance model. I.e., the eFTI4EU project will provide guidance and architecture manual for MSs how to establish interoperable and a functioning system for eFTI implementation. This work will be started already in WP1, and Task 2.1 will continue this and link it to the pilots and testing aspects. The WP2 will focus on multi-country, multi-operator, cross-border eFTI use case scenarios and it will provide feedback and information for reference model development. Due to the short time that the project and the Member States have for implementation of eFTI, WP 2 will emphasize an agile co-development approach between Member States. In this incremental development process, the Project Partners target to gain rapid progress and level ground for the eFTI gate reference implementation. The development process is also linked to the general EU eFTI delegated acts development and potential CEF calls (2023-2024), where eFTI4EU project could release nr. 05 version (intermediate version) of eFTI gate reference model for those MSs, which were not ready to participate in 2022-2023 CEF funding. The system development start from release number 0 and ready system equals to 1.0. Within this project produced release 0.5 can be seen as a mid-term solution and 0.9 is the solution, which covers all main features, ready to be transferred to the operative system if wanted. Hence, the eFTI4EU will facilitate the eFTI entry for Member States in the project, including those that are not direct beneficiaries.

Task 2.2 Pilot planning

The co-development, planning and collaboration will be done with the lead of a few forerunning Partners (Task 2.2), who will help to create the eFTI Gate reference technology and show its potential benefits in national and cross border pilots, with respect to multimodal transportation. The lead partners for co-development are Estonia, Finland and Germany, with support of other participant MSs.

Task 2.3 System development, testing and piloting

Testing will start under Task 2.3 with sample and simulation of data. Task 2.3 aims to get a functional solution as soon as possible and then further develop and test it in real life pilots (Task 2.4), involving economic operators and authorities.

Task 2.4 Cross-border testing and pilots

National and corridor pilots with various eFTI use cases will be made together with economic operators representing different transport modes. For the corridor pilots, the TEN-T network is followed, and pilots should be designed to verify real commercial transportation along the corridors. In the North, North Sea – Baltic corridor and stakeholders along it will be engaged to pilots and the same will be done in the South on the Scandinavian Mediterranean corridor. The corridor covers road, rail and maritime transportation and all these will be integrated to pilots. EFTI4EU will cover all 9 Core Network Corridors (CNCs). The corridor approach will be used to integrate both national and international transportations and to test the whole message channel from information enquiry of Competent Authority (CA) to the data sharing of Economic Operator (EO) and how to enable information exchange between MS eFTI Gates. Target is to pilot different real life use cases in close collaboration with EOs and potential existing eFTI platforms. If commercial solutions are not available similar test solutions will be used to simulate the data exchange between EO and CA. With these pilots eFTI4 EU project team wants to ensure the DTLF requirement compliance of the developed eFTI gate reference model its capability in real world environment. At the same time pilots will enable opportunity to communicate and collect feedback from EOs and other relevant stakeholders. The purpose of the pilots is to cover full eFTI architecture and its components. And hence, to provide concrete experience and lessons learned from real world use cases and to adapt those into the reference solution, so that Member States are able to implement their operative eFTI Gates on time.

Target is to cover several eFTI Gate use cases and test these in different MSs and international corridors, so that in total the eFTI4EU project covers 4 main test use cases for eFTI GATES:

1. Test and pilot eFTI gate to competent authorities' data exchange (Pilot Group 1)
2. Test and pilot eFTI gate to eFTI platforms data exchange (Pilot Group 2)
3. Test and pilot eFTI gate to other eFTI gates data exchange (Pilot Group 3)
4. Test and pilot eFTI gate to other systems data exchange (Pilot Group 4)

1) Pilot Group 1 - eFTI Gate to CA will focus on pilots how to enable data and information exchange between the system and CAs. It will cover identification, authentication and authorization testing for several CA profiles with respect to their data enquiries. In addition, the pilots between eFTI-Gate and competent authorities holds the pilots and solutions to manage and coordinate the competent authority platforms and the eFTI-Gates coordination.

2) Pilot Group 2 - The pilots between eFTI-Gates and eFTI platforms will entail the testing of eFTI-Gates connectivity and data exchange, the metadata registries and search mechanism operations nationally and across borders. Some of the testing entails testing the push of metadata and unique links to the eFTI Gate. Some of the testing is coordinated highlighting border crossing use cases. In general, these tests highlight the data exchange between the EOs and eFTI Gates.

3) Pilot Group 3 - Pilots of eFTI-Gate to eFTI-Gate holds the international corridor testing of the entire eFTI exchange environment in exchanging and passing on the query between eFTI Gates and CAs. These pilots will emphasize the interoperability between national systems.

4) Pilot Group 4 - Final use case category focuses on the interoperability and connection between eFTI Gates and other linked systems, such as Information Management System for Official Controls (IMSOC) and European Maritime Single Window (EMSW). Under this pilot the aim is to study and test how these systems together can help CAs and EOs to digitalize their logistics processes and tasks.

For all the pilots, the aim in WP 1 with WP 2 support is to jointly develop a control and monitoring system with a set of KPIs, which can be used to enable verification and evaluation of the pilot results and output. Co-development and piloting will result in deliverables as set below. The scope of co-development and piloting is defined by the number of use cases and budget of the participating MS. Based on these evaluations the Project Coordination Committee needs to approve the eFTI gate reference model (I.e. release 0.5 and release 0.9), which can be further developed and finally presented as a desired eFTI gate reference model of the eFTI4EU project. The eFTI gate reference model, should be easily adopted and transferred to the operational eFTI systems of MSs. Each use case is associated with a specific set of requirements and interoperability, technical-level and service-level KPIs, that cover all transport modes and focus on capability and usage of eFTI Gates. However, pilots will cover the whole eFTI message channel from the Economic Operator to eFTI platform and from there to eFTI Gate and further on to Competent Authorities, with respect to metadata, information enquiry and data sharing identification-authentication-authorization aspects and linked systems when alternating between different modes of transport and when crossing internal EU borders. In parallel with pilots, an important part of WP2 is also a co-development of eFTI gate reference model between MSs. Co-development means actual shared architecture and development actions. WP2's aim is to develop simplified systems, which will succeed in all above mentioned eFTI Gate use cases and can be approved by MSs, but without operative Generic User Interfaces (GUIs) and operation models.

Iteration is necessary in co-development to ensure that potential improvements are applied to the components of the reference implementation through feedback so that regression testing can be performed to ensure that the basic target KPIs are achieved. It is also necessary to provide feedback to WP1 so that improvements can be incorporated into the specifications or governance processes as appropriate.

Task 2.5 Pilot results and analysis

Pilot results and findings will be disseminated both on national and international level among eFTI stakeholders (Task 2.5).

Work package WP3 – WP 3: Communication, Dissemination & Capacity Building

Work Package Number	WP3	Lead Beneficiary	4. CIRCLE SPA
Work Package Name	WP 3: Communication, Dissemination & Capacity Building		
Start Month	1	End Month	36

Objectives

The WP3 will create the project dissemination and communication activities aiming to implement the dissemination of the project goals, eFTI gate reference implementation, test reports, pilot results, achievements, and other outputs and establish also capacity building activities.

Description

WP3 is set in two layers:

1. Communication layer

- A set of communication / information / training tools (including an eFTI hub, where the specifications and reference implementations on eFTI will be published on dedicated websites;
- A set of national events in which MSs will communicate eFTI to Economic Operators and to a broader public;
- A set of European workshops for very specific detailed issues;
- 3 eFTI conferences (one per year).

2. eFTI Capacity Building layer

- A series of workshops / on-site visits in which more advanced countries could transfer their knowledge and expertise to less advanced ones. This should include lessons learnt including onboarding trainings (webinars) in collaboration with the European Commission and the member states, associations and other projects;
- A set of training courses to be delivered (for example monthly for CAs and EOs, also open to MSs not involved in the project), including knowledge sharing regarding implementation of open-source software and a learning material library and video repository to support member state and regional dissemination.

Work package WP4 – WP 4: Project management and coordination

Work Package Number	WP4	Lead Beneficiary	1. MoClimate
Work Package Name	WP 4: Project management and coordination		
Start Month	1	End Month	36

Objectives


WP 4 covers the management and coordination activities of eFTI4EU project required throughout its duration. Adequate administrative and technical organization structures, control procedures, quality and risk management, monitoring and auditing processes will be designed and followed as part of this activity. The results of this activity include the elaboration of a Project Management Plan, the Periodic reports, Financial Statements and delivery of the Final Reports (both financial and technical) for the Project.

Description
<p>The aim of this WP 4 is to cover the management tasks of the Project. These include adequate coordination actions, control procedures, quality management, risk management, monitoring mechanisms and publicity actions.</p> <p>WP4 objectives are:</p> <ul style="list-style-type: none"> • Efficient management of the project, fulfilment of all administrative and financial requirements in full compliance with contractual requirements • Communication with the Member States Ministries, CINEA, the EC and between local decision makers & stakeholders (Port Authorities and logistic operators) • Set-up of the kick-off and regular project meetings. Organising the different projects meetings at regular intervals • Quality assurance of activities' execution • Technical control of all activities ensuring the quality of work and the timely production of the deliverables. • Risk Management <p>In detail, the WP4 Project Management, will be responsible for the overall project coordination, management and reporting. Additionally, the interface to the European Commission will be taken over by the Project Management.</p> <p>Task 4.1 Project Management and Controlling is the main task of the Project management team being secretariat activities to ensure that the project is managed and running according to the requirements of the Grant Agreement, Governance Handbook and the Consortium Agreement between the consortium partners and the EU Commission. This task includes:</p> <ul style="list-style-type: none"> • preparation, consolidation, finalization and submission of the financial reports, monitoring the expenses versus the budget; • review and monitor the project status and milestones; • consolidation of the project's annual work program from all activities; • plan, manage and monitor incoming and outgoing deliverables of the project; • change management aspects: anticipate, evaluate, and manage changes in project structure, project participation by all partners, budget allocation changes, leadership appointments;. appointments; etc.; • escalation management, being the process of moving open issues of the project to a higher level for timely resolution as per decision levels as set by the organization chart; • risk management: create, monitor and update risk management plan + identify and mitigate project risks; • quality management: set up and monitor quality assurance process regarding the project's deliverables and reports; • setup, generate and manage procedures, preparation of meeting minutes, templates and tools to support above tasks (including the initial creation of an eFTI4EU "brand" with logo, design, color scheme etc.); • setup, operation and management of a project management/document/collaboration platform; • provision of a virtual meeting (and webinar) solution to enable planned and ad-hoc virtual meetings of project partners (internally and with external partners). <p>All applicants will be active in this Work Package to fulfil their obligations related to their respective financial reporting and general project management tasks.</p> <p>Task 4.2 Project Coordination Committee Support. Project Management Office (PMO) will support the Project Coordination Committee operationally and strategically in their tasks in cooperation with the European Commission services. The task therefore takes over the secretariat function. This includes the coordination of the topics to be discussed and the preparation of the meetings.</p> <p>Task 4.3 Identification of actions needed. PMO will identify needs and future required actions for the progress of the project. This will be done by collecting unprocessed requirements from the working groups. These can be new challenges not yet foreseen or ideas for innovations that appear during the project's implementation. On this basis, recommendations can be made for future projects or necessary measures in the current project. In addition, in the case of serious unforeseen issues that have a major impact on the project, this task will develop solution strategies that will be presented to the Project Coordination Committee for decision. In this way, this task essentially contributes to risk management.</p>

STAFF EFFORT

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

LIST OF DELIVERABLES

Deliverables						
<i>Grant Preparation (Deliverables screen) — Enter the info.</i>						
<i>The labels used mean:</i>						
<i>Public — fully open ( automatically posted online)</i>						
<i>Sensitive — limited under the conditions of the Grant Agreement</i>						
<i>EU classified — RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision 2015/444</i>						
Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D1.1	D1.1 Roadmap Workplan for MS including templates	WP1	5 - BMDV	R — Document, report	SEN - Sensitive	3
D1.2	D1.2 eFTI System overview and interface specification	WP1	5 - BMDV	R — Document, report	SEN - Sensitive	7
D1.3	D1.3 National eFTI Roadmaps	WP1	5 - BMDV	R — Document, report	SEN - Sensitive	11
D1.4	D1.4 eFTI System specifications (preliminary Versions)	WP1	5 - BMDV	R — Document, report	SEN - Sensitive	12
D1.5	D 1.5 Reference implementation development plan	WP1	5 - BMDV	R — Document, report	SEN - Sensitive	14
D1.6	D1.6 eFTI Gate service and content specification	WP1	5 - BMDV	R — Document, report	SEN - Sensitive	14
D1.7	D1.7 Roadmap Status Report	WP1	5 - BMDV	R — Document, report	SEN - Sensitive	17
D1.8	D1.8 eFTI exchange environment test plan	WP1	5 - BMDV	R — Document, report	SEN - Sensitive	20
D1.9	D1.9 Legal implementation and certification strategy plan	WP1	5 - BMDV	R — Document, report	SEN - Sensitive	26
D1.10	D1.10 eFTI Gate Strategy and Governance Model	WP1	5 - BMDV	R — Document, report	SEN - Sensitive	29

Deliverables						
<i>Grant Preparation (Deliverables screen) — Enter the info.</i>						
<i>The labels used mean:</i>						
<i>Public — fully open (⚠ automatically posted online)</i>						
<i>Sensitive — limited under the conditions of the Grant Agreement</i>						
<i>EU classified — RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision 2015/444</i>						
Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D1.11	D1.11 eFTI System specifications (final Versions)	WP1	5 - BMDV	R — Document, report	SEN - Sensitive	31
D2.1	D2.1 eFTI4EU pilot plan	WP2	7 - FI Transport&Co	R — Document, report	SEN - Sensitive	11
D2.2	D2.2 Reference implementation release nr. 05 description and system test summary	WP2	7 - FI Transport&Co	R — Document, report	SEN - Sensitive	21
D2.3	D2.3 Reference implementation release nr. 09 description and pilot result summary	WP2	7 - FI Transport&Co	DEM — Demonstrator, pilot, prototype	SEN - Sensitive	33
D3.1	D3.1 Detailed Communication Plan	WP3	1 - CCEU	R — Document, report	SEN - Sensitive	3
D3.2	D3.2 Mid-Term Communication Report	WP3	1 - CCEU	R — Document, report	SEN - Sensitive	15
D3.3	D3.3 Final Communication Report	WP3	1 - CCEU	R — Document, report	SEN - Sensitive	30
D4.1	D4.1 Progress Report	WP4	1 - MoClimate	R — Document, report	SEN - Sensitive	14
D4.2	D4.2 Progress Report	WP4	1 - MoClimate	R — Document, report	SEN - Sensitive	26

Deliverable D1.1 – D1.1 Roadmap Workplan for MS including templates

Deliverable Number	D1.1	Lead Beneficiary	5. BMDV
Deliverable Name	D1.1 Roadmap Workplan for MS including templates		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	3	Work Package No	WP1

Description
Detailed workplan and template to provide a harmonized structure for the national roadmaps

Deliverable D1.2 – D1.2 eFTI System overview and interface specification

Deliverable Number	D1.2	Lead Beneficiary	5. BMDV
Deliverable Name	D1.2 eFTI System overview and interface specification		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	7	Work Package No	WP1

Description
Architectural system overview on the eFTI exchange environment and identification of relevant interfaces

Deliverable D1.3 – D1.3 National eFTI Roadmaps

Deliverable Number	D1.3	Lead Beneficiary	5. BMDV
Deliverable Name	D1.3 National eFTI Roadmaps		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	11	Work Package No	WP1

Description
National eFTI roadmap for each participating MS

Deliverable D1.4 – D1.4 eFTI System specifications (preliminary Versions)

Deliverable Number	D1.4	Lead Beneficiary	5. BMDV
Deliverable Name	D1.4 eFTI System specifications (preliminary Versions)		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	12	Work Package No	WP1

Description
Functional description of all (standard) systems involved in the eFTI exchange environment and description of the respective requirements according to provided eFTI DA and IA and relevant control use cases including appropriate technical, service-level and interoperability KPI targets Amended final versions of the eFTI System specifications after implementation and test experiences

Deliverable D1.5 – D 1.5 Reference implementation development plan

Deliverable Number	D1.5	Lead Beneficiary	5. BMDV
Deliverable Name	D 1.5 Reference implementation development plan		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	14	Work Package No	WP1

Description
Definition of development phases for the co-development of the reference implementation

Deliverable D1.6 – D1.6 eFTI Gate service and content specification

Deliverable Number	D1.6	Lead Beneficiary	5. BMDV
Deliverable Name	D1.6 eFTI Gate service and content specification		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	14	Work Package No	WP1

Description
Functional description of relevant eFTI Gate services (e.g., internal/external authentication, eFTI platform related services, eFTI Gate to eFTI Gate services, logging, search mechanism etc.) and specification of relevant registries (eFTI Platforms Metadata, links, etc.)

Deliverable D1.7 – D1.7 Roadmap Status Report

Deliverable Number	D1.7	Lead Beneficiary	5. BMDV
Deliverable Name	D1.7 Roadmap Status Report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	17	Work Package No	WP1

Description
Summary on national roads maps: Analysis of commonalities and differences

Deliverable D1.8 – D1.8 eFTI exchange environment test plan

Deliverable Number	D1.8	Lead Beneficiary	5. BMDV
Deliverable Name	D1.8 eFTI exchange environment test plan		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	20	Work Package No	WP1

Description
Definition of national and cross-border test cases for the eFTI exchange environment

Deliverable D1.9 – D1.9 Legal implementation and certification strategy plan

Deliverable Number	D1.9	Lead Beneficiary	5. BMDV
Deliverable Name	D1.9 Legal implementation and certification strategy plan		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	26	Work Package No	WP1

Description
Definition of national strategies and processes for each MS with regard to the legal introduction of eFTI Gates and the introduction of national certification processes for eFTI Gates and platforms

Deliverable D1.10 – D1.10 eFTI Gate Strategy and Governance Model

Deliverable Number	D1.10	Lead Beneficiary	5. BMDV
Deliverable Name	D1.10 eFTI Gate Strategy and Governance Model		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	29	Work Package No	WP1

Description
Common rules for eFTI Gates (e.g., rules for onboarding of eFTI platforms, rights and duties) and maintenance

Deliverable D1.11 – D1.11 eFTI System specifications (final Versions)

Deliverable Number	D1.11	Lead Beneficiary	5. BMDV
Deliverable Name	D1.11 eFTI System specifications (final Versions)		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	31	Work Package No	WP1

Description
.

Deliverable D2.1 – D2.1 eFTI4EU pilot plan

Deliverable Number	D2.1	Lead Beneficiary	7. FI Transport&Co
Deliverable Name	D2.1 eFTI4EU pilot plan		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	11	Work Package No	WP2

Description
Detailed description and work plan for all national and cross-border pilots and pre-testing.

Deliverable D2.2 – D2.2 Reference implementation release nr. 05 description and system test summary

Deliverable Number	D2.2	Lead Beneficiary	7. FI Transport&Co
Deliverable Name	D2.2 Reference implementation release nr. 05 description and system test summary		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	21	Work Package No	WP2

Description
Documented description of reference implementation and test results including recommendations and updated test plan.

Deliverable D2.3 – D2.3 Reference implementation release nr. 09 description and pilot result summary

Deliverable Number	D2.3	Lead Beneficiary	7. FI Transport&Co
Deliverable Name	D2.3 Reference implementation release nr. 09 description and pilot result summary		
Type	DEM — Demonstrator, pilot, prototype	Dissemination Level	SEN - Sensitive
Due Date (month)	33	Work Package No	WP2

Description
Documented description of reference implementation and pilot and test results including recommendations for MS eFTI implementation.

Deliverable D3.1 – D3.1 Detailed Communication Plan

Deliverable Number	D3.1	Lead Beneficiary	1. CCEU
Deliverable Name	D3.1 Detailed Communication Plan		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	3	Work Package No	WP3

Description
Description and detailed planning

Deliverable D3.2 – D3.2 Mid-Term Communication Report

Deliverable Number	D3.2	Lead Beneficiary	1. CCEU
Deliverable Name	D3.2 Mid-Term Communication Report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	15	Work Package No	WP3

Description

Intermediate Report on Communication activities

Deliverable D3.3 – D3.3 Final Communication Report

Deliverable Number	D3.3	Lead Beneficiary	1. CCEU
Deliverable Name	D3.3 Final Communication Report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	30	Work Package No	WP3

Description

Final Report on Communication activities

Deliverable D4.1 – D4.1 Progress Report

Deliverable Number	D4.1	Lead Beneficiary	1. MoClimate
Deliverable Name	D4.1 Progress Report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	14	Work Package No	WP4

Description

The report will be prepared using the respective template provided in the portal. It will detail the actual progress of the project, per WP, for the period from M1 until M12. It will also refer to the main implementation issues, milestones, events or factors that affected the progress of the project. Finally, it will also include the planned progress per WP until the end of the project.

Deliverable D4.2 – D4.2 Progress Report

Deliverable Number	D4.2	Lead Beneficiary	1. MoClimate
Deliverable Name	D4.2 Progress Report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	26	Work Package No	WP4

Description

The report will be prepared using the respective template provided in the portal. It will detail the actual progress of the project, per WP, for the period from M13 until M24. It will also refer to the main implementation issues, milestones, events or factors that affected the progress of the project. Finally, it will also include the planned progress per WP until the end of the project.

LIST OF MILESTONES

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
1	Kick-Off meeting	WP1	5-BMDV	Kick-Off Meeting minutes with eFTI4EU partners to initiate the work on WP1 and in particular prepare the work in Task 1.1 and 1.2. with validation by the Project Board	1
2	Roadmap Workplan templates	WP1	5-BMDV	National Roadmap for each participating MS, including roadmap templates and the timeframe with validation by the Project Board	3
3	Progress on technical specifications to comply with eFTI requirements	WP1	5-BMDV	Interim report on technical specifications needed (at least for an eFTI Gate) to translate eFTI Implementing Act and related technical annexes into workable functional specifications that can be used for public procurement. To comply to eFTI requirements (=D1.5) with validation by the Project Board	13
4	Roadmap report ready	WP1	5-BMDV	Roadmap Status Report (Summary on national road maps: Analysis of commonalities and differences) with validation by the Project Board	17
5	End of technical specifications to comply with eFTI requirements	WP1	5-BMDV	Final report on technical specifications to comply with eFTI requirements (=D1.6) with its validation by the Project Board	32
6	eFTI Gate reference implementation release nr. 05	WP2	7-FI Transport&Co	eFTI Gate reference implementation model release nr. 05 and its approval by the Project Board	21
7	Demo-Day on end-of-testing and eFTI implementation	WP2	7-FI Transport&Co	Minutes of the public meeting (also available online) to show the eFTI developments and	26

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
				integrations carried out by eFTI4EU partners on production environment	
8	End of the development and integration of the eFTI components	WP2	7-FI Transport&Co	Final version on the eFTI gate components and its approval by the Project Board	31
9	eFTI Gate reference implementation release nr. 09	WP2	7-FI Transport&Co	eFTI Gate reference model release nr. 09 documentation approved by the Project Board	33
10	Kick off of the digital communication campaigns	WP3	1-CCEU	Project publications on internet and social network	6
11	WP 3 Intermediate Assessment	WP3	1-CCEU	Evaluation of the different tools and events and corrective actions Publication of Mid-Term Communication Report	20
12	WP 3 Final Assessment	WP3	1-CCEU	Evaluation of the different tools and events. Publication Final Communication Report	35
13	Project status meeting	WP4	1-MoClimate	Project status meeting minutes	14
14	Progress status meeting	WP4	1-MoClimate	Project status meeting minutes	26

LIST OF CRITICAL RISKS

Critical risks & risk management strategy			
<i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
1	Partner/Member State (MS) leaves the eFTI4EU project, political climate changes Impact = Medium, Chance = Low	WP4, WP1, WP3, WP2	Participation in eFTI4EU is a high-level decision for all participants. As internal communication and coordination is organized properly and partners are actively involved via WP4, problems can be detected, discussed and resolved within the project at a very early stage.
2	Unforeseen difficulties for the eFTI4EU Partners/MS (political, economic, technical, financial, organisational) Impact = Medium, Chance = Medium	WP4, WP1, WP3, WP2	The eFTI4EU Coordinator and the PCC are in contact with the Partner/MS on a regular basis to inform each other about problems and progress where needed. In case of major difficulties, the coordinator is therefore informed in due time to inform the related MS and to elaborate on alternative concepts to achieve the eFTI4EU objectives. In the case of new technical challenges Task 4.3 will address those and prepare solution options to decide in the project coordination committee.
3	Milestones are not met Impact = High, Chance = Medium	WP4, WP1, WP3, WP2	An appropriate project monitoring according to the project Handbook is set up to detect deviations from plans in a timely manner. Critical deviations will be limited, and alternatives will be prepared and put in place. Official and formal risk management procedures will be activated and performed by the coordinator until the risk is under control again. CINEA will be continually informed about risks occurring to minimise the impact.
4	Delays with regard to the eFTI time plan of the European Commission, DA or IA not adopted Impact = High, Chance = Medium	WP4, WP1, WP3, WP2	Delays regarding the eFTI time plan, in particular about the provision of the planned DA and IA will have a direct impact on specifications or the planning and development of reference implementations and pilots within the MS and last but not least to availability of operational eFTI environment in August 2025. The project coordination committee will consult CINEA and the European Commission to find a proper solution (e.g., project extension, specific degree of implementation, etc.).
5	COVID pandemic extends for a longer period Impact = Medium, Chance = Low	WP4, WP1, WP3, WP2	Stakeholder engagement and fall-back to digital/virtual way of project management risk management will be put in place.
6	Not all stakeholders consulted - Not enough focus on the important stakeholders. Impact -medium, Chance = medium	WP4, WP1, WP3, WP2	For all the business process, make a list of actor types involved in these processes such as enforcing authorities, transport operators, IT developers, prof. organisations, make sure that they or their interest groups are consulted and/or involved. Make a stakeholder analysis.

Critical risks & risk management strategy			
<i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
			For each concept, topic or projects and for each actor type define their attitude against these concept, topic or projects by making a power/ interest matrix. No effort goes to low power - low interest stakeholders and the high interest - high power stakeholders are actively managed.
7	Dissemination and communication not tailored to the target audience Impact -medium, Chance = low WP4	WP4	From previous stakeholder analysis target by topic the message to the audience. Define in a stakeholder management plan or communication plan.
8	Availability of resources is limited, not sufficient Impact -medium, Chance = medium	WP4, WP1, WP3, WP2	The project team has a back-up of most important profiles, The direct/indirect (through subcontracting) involvement of renowned organizations includes back-up procedures as to resources. Covid measures are common practice now.
9	Resistance regarding data sharing and nondisclosure of data formats Impact -high, Chance = medium	WP2	Close stakeholder cooperation to create mutual trust and willingness to share data
10	Conflicts in consortium Impact -medium, Chance = low	WP4, WP1, WP3, WP2	Experienced project coordination committee member and clearly defined project and organisation management structure; transparent project management & implementation; open discussion with partners to address problem
11	Insufficient alignment between project scope and DTLF and DTLF's subgroup, eFTI regulation Impact -medium, Chance = low	WP1, WP2	The consortium includes partners that actively participate in DTLF ever since its foundation (2014), having a profound understanding of existing Databases, IT architecture, applications, it gaps and fits, and participates in discussions related to drafting DTLF III and eFTI II-regulation. The consortium includes also the leading consultant supporting DGMOVE for the IAs DAs release
12	Insufficient testing and capacity (expertise, infrastructure) Impact -medium, Chance = medium	WP2	Besides the rich experience of consortium partners there is a testing environment available to allow extensive testing, valorisation. Testing is as much as possible part of training sessions, but also a sufficient number of additional testers are available.



Connecting Europe Facility (CEF)

Description of the action (DoA)

Part B

Version 1.0
28 September, 2023



PROJECT	
<i>Grant Preparation (General Information screen) — Enter the info.</i>	
Project number:	101122891
Project name:	electronic Freight Transport Information for Europe
Project acronym:	22-EU-TG-eFTI4EU
Call:	CEF-T-2022-SIMOBGEN
Topic:	CEF-T-2022-SIMOBGEN-eFTI-WORKS
Type of action:	CEF-INFRA
Service:	CINEA/B/02
Project starting date:	fixed date: 1 April 2023
Project duration:	36 months

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TECHNICAL DESCRIPTION (PART B).....ERROR! BOOKMARK NOT DEFINED.

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 B. General Description of the Project and Location 3

 C. Justification for the Project 5

 D. Overall objectives 6

 E. Specific objectives and how they will be met 6

ANNEXES..... 8

0. PROJECT DESCRIPTION

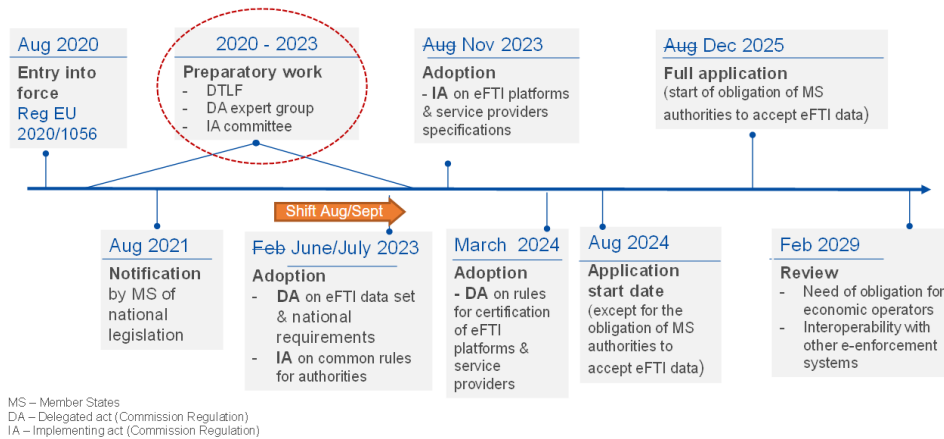
Project description, scope and objectives
<p>A. <u>Global Project and wider context</u></p> <p>The efficiency of freight transport and logistics is vital for the growth and competitiveness of the Union’s economy, the functioning of the internal market and the social and economic cohesion of all regions of the Union.</p> <p>The overall aim of Regulation EU No 2020/1056 on electronic Freight Transport Information (in short “eFTI”) are:</p> <ul style="list-style-type: none"> ● to encourage the digitalization of freight transport and logistics ● to reduce administrative costs, improve enforcement capabilities of competent authorities, ● and to enhance the efficiency and sustainability of transport. <p>The movement of goods, including waste and dangerous goods, is accompanied by a large amount of information which is still exchanged mainly in paper format among businesses, and between businesses and competent authorities. The use of paper documents represents a significant administrative burden for logistics operators and an additional cost for logistics operators and related industries (such as trade and manufacturing), in particular for SMEs, and has a negative impact on the environment.</p> <p>The objective of the Global Project is the full adoption of eFTI Regulation by Member States in all modes of transport.</p> <p>The global and wider context is to be found in the implementation by Member States of the eFTI Regulation, the competent authorities will be required to accept information made available electronically, that is whenever economic operators are obliged to make information available as proof of compliance with requirements laid down in Union legal acts covered by the Regulation.</p> <p>Based on the work done so far, in 2023 the Delegated Act (DA) on eFTI Data Set and Subsets, the Implementing Act on common rules for authorities and the Implementing Act (IA) on requirements for eFTI platforms and service providers will be published by the European Commission. In 2024, the rules on certification of eFTI platforms and service providers will be set upon a dedicated Delegated Act. By August 2025 all EU Member States need to have proper aligned systems in place,</p>

which allow their competent authorities to accept electronic freight information presented by economic operators via certified eFTI-platforms, e.g., when a transport is checked.

This project is the first action of the Global Project and will assist the Member States in preparing for the full implementation of the eFTI regulation, by:

- supporting Member States, Competent Authorities and Economic Operators towards and harmonised eFTI implementation
- translating Delegated Acts and Implementing Acts in a common reference implementation
- supporting the creation of and effective eFTI environment
- delivering robust pilots

The global project follows the timeline of eFTI implementation as set forward by the European Commission (EC), as depicted below.



B. General Description of the Project and Location

The project eFTI4EU starts between the provision of the eFTI implementing and delegated acts and the final interoperable implementation of the technical systems. It will encourage Member States to join forces, face the upcoming eFTI requirements, work jointly on common specifications and take profit of a well harmonised European wide eFTI exchange environment according to the regulation.

The project will support the process of implementation of the eFTI regulation in digitalizing freight transport and logistics. It will contribute to the implementation of a seamless paperless information exchange between businesses and authorities. The project will develop systems/IT platforms to be used by the competent authorities to access and process information electronically on a non-discriminatory basis and in accordance with Regulation EU 2020/1056 on electronic Freight Transport Information (eFTI).

Within this project and its WPs eFTI4EU Partners and associated partners will join forces to:

WP1 Horizontal Work:

- collect authorities' road maps and support the exchange and common understanding of requirements; preparatory works to implement eFTI
- cooperate with European or corridor-specific initiatives related to specific transport modes or goods. For example, Inland Navigation
- analyse and implement B2A (national and cross-border) eFTI processes on functional level and in a harmonised way
- initiate a comprehensive cross-member state co-development of the eFTI exchange environment to ensure interoperability
- think beyond implementation and develop eFTI Gate strategy and governance (e.g., maintenance and service level agreements)
- to enable day-to-day operations by addressing topics like legal implementation, certification, and accessibility

WP2 National and Corridor Pilots:

- focus on capability and usage of eFTI Gates
- integrate national and corridor B2A eFTI processes on functional level for all transport modes
- enable pilot planning, collaboration, testing (in particular with regards to interoperability) and knowledge sharing

WP3 Communication, Dissemination & Capacity Building:

- Building capacity and disseminate the result and accelerate the eFTI implementation effort for other member states that are not joining this project
- involve external stakeholders to promote eFTI (in particular economic operators which should make use of the opportunity of digitalised transport information)

WP4 Project Management and coordination:

- ensure the smooth (administrative) progress of the project and fulfil the planned activities with the possibility to meet unforeseen challenges

As expected, outcomes and results of the Project, the participants will take profit of:

- pioneering information and knowledge about eFTI
- shared resources, co-creation and co-development for eFTI
- profound information and lessons learnt about eFTI architecture and pilots
- reference architecture to support eFTI implementation

In detail the project (that is a study including pilots) comprises the following:

Studies:

- Provision of national eFTI roadmaps
- Participation in the horizontal alignment work package to promote harmonisation of eFTI development and interoperability between Member States. This also covers the specification and the common co-development of eFTI reference implementations (eFTI platform and eFTI Gate)
- Communication and dissemination, knowledge sharing activities in the MSs to promote eFTI

Pilots:

- Development and piloting of an eFTI gate aligned with the jointly specified and developed reference implementation, which could lead to a system that becomes operational in 2025
- eFTI gate pilots cover the following communication paths:
 - eFTI gate to competent authorities
 - eFTI gate to eFTI platforms
 - eFTI gate to other eFTI gates
 - eFTI gate to other linked systems

The project will be implemented by the following project partners:

- Nine (9) Member States as full beneficiaries (Estonia, Germany, Finland, France, Italy, Portugal, Austria, Lithuania, Belgium); they are participating with their Ministry in charge of the eFTI implementation and / or with internal Agencies acting on their behalf and /or in cooperation with selected IT companies for the pilot development. These partners are:

EE KLIIMAMINISTEERIUM
 DE BUNDESMINISTERIUM FÜR DIGITALES UND VERKEHR
 DE BUNDESAMT LOGISTIK UND MOBILITÄT
 FI LIIKENNE JA VIESTINTÄVIRASTO
 AT SCHIENENINFRASTRUKTUR-DIENSTLEISTUNGSGESELLSCHAFT MBH
 AT BUNDESMINISTERIUM FUER KLIMASCHUTZ, UMWELT, ENERGIE, MOBILITAET,
 INNOVATION UND TECHNOLOGIE
 IT MINISTERO DELLE INFRASTRUTTURE E DEI TRASPORTI IT RETE AUTOSTRADE
 MEDITERRANEE PER LA LOGISTICA LE INFRASTRUTTURE ED I TRASPORTI
 SOCIETA PER AZIONI
 PT INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P
 FR MINISTERE DE LA TRANSITION ECOLOGIQUE ET DE LA COHESION DES
 TERRITOIRES
 LT LIETUVOS RESPUBLIKOS SUSISIEKIMO MINISTERIJA
 LT VALSTYBES IMONE KLAIPEDOS VALSTYBINIO JURU UOSTO DIREKCIJA
 BE SERVICE PUBLIC DE WALLONIE
 BE LOGISTICS IN WALLONIA

- Three (3) Member States participating as observers (Ireland, Spain and the Netherlands). These partners are:

DEPARTMENT OF TRANSPORT (IRELAND)
 MINISTERIO DE TRANSPORTES, MOVILIDAD (SPAIN)
 MINISTRY OF INFRASTRUCTURE AND WATER MANAGEMENT (NETHERLANDS)

- Four (4) eFTI Consultant Companies with top level expertise in eFTI:

EE DIGILOGISTIKA KESKUS
 LU 51BIZ LUXEMBOURG SARL
 BE PORTS AND TERMINALS CVBA
 IT CIRCLE CONNECTING EU

- Three (3) IT companies providing software development for the pilots in their countries:

IT CIRCLE SPA

FR IMPRIMERIE NATIONALE
LT UAB NORMALIS TECH

- Two (2) other beneficiaries for the specific eFTI implementation in Lithuania:

LT TRANSPORTO INOVACIJU ASOCIACIJA
LT VALSTYBES IMONE KLAIPEDOS

- One (1) international interministerial cooperation partnership (Northern Dimension Partnership for Transportation and Logistics (NDPTL)) working under the international organisation Nordic Investment Bank (NIB). NDPTL is a transboundary initiative and network of transport Ministries in northern Europe (in its current format consisting of the nine partners: Estonia, Finland, Germany, Latvia, Lithuania, Norway, Poland, Sweden and the European Commission. The key focus areas of recent NDPTL work include digitalization and green transition in transport. NDPTL has a secretariat, hosted by the Nordic Investment Bank (NIB). As NDPTL Secretariat does not have legal identity, NIB acts on behalf of NDPTL based on the NDPTL Secretariat Agreement -concluded between NIB and the participating countries. The role of NDPTL in the EFTI4EU project includes engaging and involving relevant public bodies from those NDPTL countries, which are not direct project partners in project activities (Latvia, Poland, Norway & Sweden). In addition, the NDPTL network, consisting of regular meetings of representatives of Transport/Foreign Affairs Ministries & DGs - the nine partners mentioned above, will facilitate intergovernmental dialogue on, and dissemination of, project activities and results.

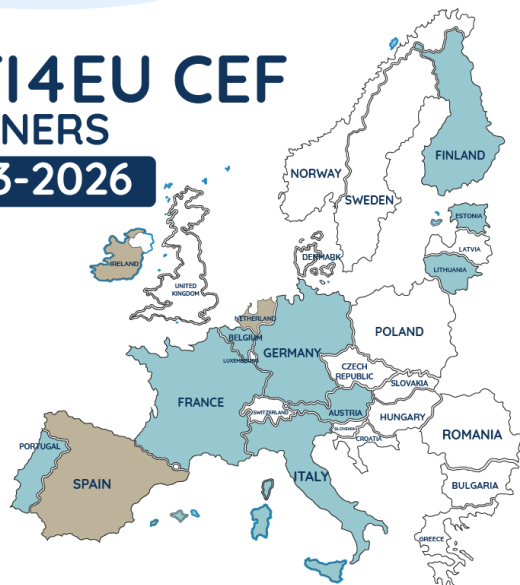
Location

The scope of the eFTI4EU project includes all 27 Member States, different modes of transports (road, rail, inland navigation, air and maritime) and administrations that are impacted by the EU 2020/1056 regulation. This will be achieved by a European eFTI reference architecture and its cross-border pilots. Ultimately, the project will support the vision of generating digital and vibrant eFTI Core Network Corridors across the EU.

The project will be executed in 9 EU Member States (Estonia, Germany, Finland, France, Italy, Portugal, Austria, Lithuania, Belgium) with cross border pilots that will also be exploited in all the 9 Core Network Corridors.

eFTI4EU CEF PARTNERS 2023-2026

 PARTNER
 OBSERVER



eFTI4EU Project Partners



TEN T Corridors

C. Justification for the Project

Through the eFTI Regulation EU 2020/1056, the EU wants to boost and harmonise the digitalization of logistics and transport. For companies eFTI provides a good opportunity to move from paper documents to digital data exchange and hence streamline their own processes. Based on industry comments the savings can be above EUR 10 per digital cargo document from the process point of view.

While the deadline to implement eFTI is getting closer (operational in August 2025) all authorities in the EU Member States need to speed up and prepare to meet the upcoming requirements in a rather quick manner - e.g., they need to join together and agree on rules to manage cross-border eFTI dataset requests, set up their data exchange readiness and instruct local/international eFTI platforms on the connectivity.

In other words, based upon the regional differences, existing or new platforms and ecosystems have to be integrated or made interoperable across the EU in such a way that all competent authorities could equally well exchange the required data - a task that a single Member States (MS) cannot solve alone.

The questions of Member States currently are:

- On which (certified) eFTI Platform can an authority find the appropriate eFTI Data Set in case of a check?
- How can an authority trust and verify transport information that is presented in an electronic format?
- How can an economic operator trust and verify that a public officer has the mandate to request transport information?
- How to define the rules and set up national query systems to fit all international destinations for queries?
- How (if) should a MS set up an eFTI Gate without “discovering” its rules on its own?
- How to set up a well-functioning eFTI architecture and eFTI Gate?
- How can economic operators be encouraged to accept and use the implementation of eFTI?
- How does the budget and funding calculation timeline for MS look like (individual implementation roadmaps)?

To face this challenge Digital Transport and Logistic Forum Experts join together with various national and regional authorities they already cooperate with.

The foundation of the project will be based on the eFTI Regulation and the related IAs and Das that will serve as starting points for all the project activities.

The project follows the vision of eFTI that this task can be efficiently managed by an architecture comprising a federated, coordinated (harmonised) and trusted eFTI network. Therefore, e.g., existing systems (UNECE eDGTI dangerous goods system), EU building blocks and proven practices of previous CEF and Horizon projects (e.g., FENIX, FEDeRATED,

DIGINNO Proto, etc.) could be reused and, if necessary, adapted to fulfil the eFTI requirements (Delegated Acts - DAs- and Implementing Acts - IAs).

In order to get an overview of the current state of eFTI development in the Member States, the project supports the creation of individual roadmaps for all participating Member States, which serve for further cooperation and as a foundation for joint specifications.

Following the project vision, a trusted network of eFTI Gates or similar services have to be developed. For that, the project envisages support in planning, organising and coordinating harmonised rules for platforms and components. The national ecosystems which manage the data exchange between eFTI Gate and eFTI Platforms can be different and to some extent the functional and technical national or regional eFTI Gate structure could be different. Yet, they all have to communicate with each other in cases of authority queries on eFTI datasets. Eventually new mechanisms could be built on jointly evolved building blocks. Jointly developed and used building blocks will be tested and piloted to ensure interoperability.

Frontrunner MS will do first developments / implementations and perform (cross-border) interoperability pilots and checks. For the harmonised eFTI data exchange common open-source solutions or modules will be specified and used. This requires a common understanding of rules and specifications to be followed.

The project will be carried out in compliance with relevant Union and national laws, in particular with Union legal acts on the environment, climate protection, safety, security, competition, state aid, public procurement, public health and accessibility.

eFTI4EU project aims at development of all the components of the systems/IT platforms to be used by the competent authorities to access and process information electronically in accordance with the provisions of the eFTI Regulation and its implementing and delegated acts, including:

- Pilot testing of exchanges with IT platforms of the economic operators (when adapted to meet the specifications for eFTI platforms in line with eFTI implementing and delegated acts)
- Knowledge and good practice sharing with other Member States, including technical implementation guides
- Communication measures aimed at awareness raising and training of responsible officials in the competent authorities concerned

Digital platforms developed under eFTI4EU aim to be accessible for use by all operators on a non-discriminatory basis.

The studies conducted will be an effort to fill the gaps and align specifications across borders, while the pilots serve as contact points and possible testbeds for the Member States and European Commission, the businesses and platforms that are to be developed within and aside the project. Both the organisations in Member States of the project implementation and in the Member States outside this project are welcome to reap the practical benefits of the pilots while they are being developed and while these are being implemented.

The output of the project and its deliverables are direct tools and input for policy making, development and pooling of best practices on eFTI and digitalisation of transport and trade data through the application date of eFTI on August 2025, including the period after reflecting the assessment of the Regulation and the identified needs for amendments or further specifications for the next stages of decision-making related to the full FTI implementation in segments that might – for example - need a longer transition period.

D. Overall objective

The Project's overall objectives are in line with the overall aim of the Regulation EU No 2020/1056, commonly known as "eFTI electronic Freight Transport Information."

These objectives include:

- Promoting the digitalization of freight transport and logistics.

Decreasing administrative expenses and strengthening the enforcement capabilities of competent authorities. - Enhancing the efficiency and sustainability of transportation.

E. Specific objectives and how they will be met

The **specific objectives** are:

- to identify, by means of country-specific roadmaps, inter alia, the inventory of existing reusable systems, requirements for national eFTI implementation, resource needs (financial and technical) and requirements for the long-term operation of the eFTI exchange environment
- to analyse the DA and IA proposed by the EU Commission and jointly translate them into harmonised technical specifications, thus providing Member States with solid specifications, e.g., for the development/tendering of an eFTI gate
- to develop national and cross-border test strategies to test the eFTI exchange environment

- to develop a strategy for an open-source reference implementation of an eFTI gate
- to develop an agreed governance model that describes general rules for eFTI gates and the maintenance of the specifications
- to test and pilot
 - o eFTI gate to competent authorities' data exchange,
 - o eFTI gate to eFTI platforms data exchange,
 - o eFTI gate to other eFTI gates data exchange,
 - o eFTI gate to other liked systems data exchange.
- to support a wide communication, awareness raising, and cross fertilisation and capacity building activities supporting a harmonised eFTI development including:
 - o a set of communication /information / training tools,
 - o a set of national events in which MSs will communicate eFTI to EOs and to a broader public,
 - o a set of European workshops for very specific detailed issues,
 - o 3 yearly eFTI conferences,
 - o a series of workshops / on-site visits,
 - o onboarding trainings (webinars) and a set of training courses.

This will be organised in 4 Work Packages (listed below) with specific outcomes as described in the DoA Part A:

WP1 Horizontal Work

WP2 National and Corridor Pilots

WP3 Communication, Dissemination & Capacity Building

WP4 Project Management and coordination

ANNEXES

LIST OF ANNEXES

1. Subcontracting table

ANNEX 1 - SUBCONTRACTING TABLE

Subcontracting <i>Give details on subcontracted action tasks (if any).</i> <i>Subcontracts must be awarded using your usual purchasing practices – provided that they ensure best value for money and no conflict of interests. If you are a ‘contracting authority/entity’ within the meaning of the EU Directives on public procurement, you must also comply with the applicable national law on public procurement.</i> <i>Note: The coordinator remains fully responsible for the coordination tasks, even if they are delegated to someone else. Coordinator tasks cannot be subcontracted.</i>			
Task number to be subcontracted (follow the numbering in the grant agreement)	Name of task to be subcontracted	Description (Describe briefly the part of the task to be subcontracted and indicate the BEN/AE (affiliated entity) responsible)	Estimated Costs (EUR)
WP 1	Overall package lead	The collection and evaluation of information, participation in EU IT-technical working groups, analysis and evaluation of EU working papers and proposals regarding German implementation conditions, impact assessments, preparation of the situation in Germany about the state of preparation of the authorities, estimation of the costs for the BMDV and the German authorities. BEN: 06. DE BLM Bundesamt Logistik und Mobilität 05. DE BMDV BUNDESMINISTERIUM FÜR DIGITALES UND VERKEHR	400,000
Task 1.1, Task 1.2, Task 1.3, Task 1.4 (WP 1)	Task 1.1 Authorities’ Road map (requirements and preparatory works) Task 1.2 Interoperability of eFTI exchange environment (planning, reference specification, testing) Task 1.3 eFTI Gate Strategy and Governance (Common Rule Set) Task 1.4 eFTI Gate Content and Accessibility (e.g., Metadata, Access Management)	Subcontracting costs for development of IT applications related to the pilots in WP 2. The amount is for development of Functional and Technical design of reference architecture. BEN: 01. EE MAJANDUS JA KOMMUNIKATSIOONIMINISTEERIUM 02. EE Digilogistika Keskus 03. LU 51biz Luxembourg 04. IT Circle Spa 04.1. IT Circle Connecting EU 05. DE BMDV BUNDESMINISTERIUM FÜR DIGITALES UND VERKEHR 06. DE BLM Bundesamt Logistik und Mobilität 07. FI Transport & CO LIIKENNE JA VIESTINTAVIRASTO 08. AT SCHIG Schieneninfrastruktur-Dienstleistungsgesellschaft MBH 09. BE Ports and Terminals (PortExpertise) 11. PT INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P 12. FI Nordic Investment Bank 14. LT TIA Transport Innovation Association 15. FR Groupe IN Imprimerie Nationale SA 16 LT Valstybes Imone Klaipedos State Enterprise Klaipeda 18. BE SPW Service Public de Wallonie AE: 15.1. FR Ministère de la transition écologique 10.1 IT RAM RETE AUTOSTRADE MEDITERRANEE PER LA LOGISTICA	3,153,083
Task 1.1, task 1.5 (WP 1)	Task 1.1 Authorities roadmap Task 1.5 Legal implementation and Certification-related affairs and rules	Subcontracting cost for Legal expert on Member States’ legislation BEN: 01. EE MAJANDUS JA KOMMUNIKATSIOONIMINISTEERIUM 05. DE BMDV BUNDESMINISTERIUM FÜR DIGITALES UND VERKEHR 06. DE BLM Bundesamt Logistik und Mobilität 07. FI Transport & CO LIIKENNE JA VIESTINTAVIRASTO 08. AT SCHIG Schieneninfrastruktur-Dienstleistungsgesellschaft MBH 11. PT INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P 14. LT TIA Transport Innovation Association 15. FR Groupe IN Imprimerie Nationale SA 16 LT Valstybes Imone Klaipedos State Enterprise Klaipeda 18. BE SPW Service Public de Wallonie	20,000

		<p>AE:</p> <p>15.1. FR Ministère de la transition écologique</p> <p>10.1 IT RAM RETE AUTOSTRADE MEDITERRANEE PER LA LOGISTICA</p>	
Task 1.1 (WP 1), Task 2.3 (WP 2)	Task 1.1 Authorities roadmap Task 2.3 System development	<p>Subcontracting cost for Cyber security expert(s)</p> <p>BEN:</p> <p>01. EE MAJANDUS JA KOMMUNIKATSIOONIMINISTEERIUM</p> <p>02. EE Digilogistika Keskus</p> <p>03. LU 51biz Luxembourg</p> <p>04. IT Circle Spa</p> <p>04.1. IT Circle Connecting EU</p> <p>05. DE BMDV BUNDESMINISTERIUM FÜR DIGITALES UND VERKEHR</p> <p>06. DE BLM Bundesamt Logistik und Mobilität</p> <p>07. FI Transport & CO LIIKENNE JA VIESTINTAVIRASTO</p> <p>08. AT SCHIG Schieneninfrastruktur-Dienstleistungsgesellschaft MBH</p> <p>09. BE Ports and Terminals (PortExpertise)</p> <p>11. PT INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P</p> <p>12. FI Nordic Investment Bank</p> <p>14. LT TIA Transport Innovation Association</p> <p>15. FR Groupe IN Imprimerie Nationale SA</p> <p>16 LT Valstybes Imone Klaipedos State Enterprise Klaipeda</p> <p>18. BE SPW Service Public de Wallonie</p> <p>AE:</p> <p>15.1. FR Ministère de la transition écologique</p> <p>10.1 IT RAM RETE AUTOSTRADE MEDITERRANEE PER LA LOGISTICA</p>	30,000
Task 1.4 (WP 1), Task 2.3 (WP2)	Task 1.4 eFTI Gate Content and Accessibility (e.g., Metadata, Access Management) Task 2.3 System development, testing and piloting	<p>Data management services, supplier assistance for use of online tool for metadata management</p> <p>BEN:</p> <p>01. EE MAJANDUS JA KOMMUNIKATSIOONIMINISTEERIUM</p> <p>02. EE Digilogistika Keskus</p> <p>03. LU 51biz Luxembourg</p> <p>04. IT Circle Spa</p> <p>04.1. IT Circle Connecting EU</p> <p>05. DE BMDV BUNDESMINISTERIUM FÜR DIGITALES UND VERKEHR</p> <p>06. DE BLM Bundesamt Logistik und Mobilität</p> <p>07. FI Transport & CO LIIKENNE JA VIESTINTAVIRASTO</p> <p>08. AT SCHIG Schieneninfrastruktur-Dienstleistungsgesellschaft MBH</p> <p>09. BE Ports and Terminals (PortExpertise)</p> <p>11. PT INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P</p> <p>12. FI Nordic Investment Bank</p> <p>14. LT TIA Transport Innovation Association</p> <p>15. FR Groupe IN Imprimerie Nationale SA</p> <p>16 LT Valstybes Imone Klaipedos State Enterprise Klaipeda</p> <p>18. BE SPW Service Public de Wallonie</p> <p>AE:</p> <p>15.1. FR Ministère de la transition écologique</p> <p>10.1 IT RAM RETE AUTOSTRADE MEDITERRANEE PER LA LOGISTICA</p>	30,000
Task 2.3, Task 2.4 (WP 2)	Task 2.3 System development, testing and piloting. Task 2.4 Cross-border testing and pilots	<p>Specific IT and logistic expertise for the definition of the technical and functional specifications of the solutions, for the implementations of the pilots and for the evaluation of the results</p> <p>BEN:</p> <p>01. EE MAJANDUS JA KOMMUNIKATSIOONIMINISTEERIUM</p> <p>02. EE Digilogistika Keskus</p> <p>03. LU 51biz Luxembourg</p> <p>04. IT Circle Spa</p> <p>04.1. IT Circle Connecting EU</p> <p>05. DE BMDV BUNDESMINISTERIUM FÜR DIGITALES UND VERKEHR</p> <p>06. DE BLM Bundesamt Logistik und Mobilität</p>	12,614,766

		<p>07. FI Transport & CO LIIKENNE JA VIESTINTAVIRASTO</p> <p>08. AT SCHIG Schieneninfrastruktur-Dienstleistungsgesellschaft MBH</p> <p>09. BE Ports and Terminals (PortExpertise)</p> <p>11. PT INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P</p> <p>12. FI Nordic Investment Bank</p> <p>14. LT TIA Transport Innovation Association</p> <p>15. FR Groupe IN Imprimerie Nationale SA</p> <p>16 LT Valstybes Imone Klaipedos State Enterprise Klaipeda</p> <p>18. BE SPW Service Public de Wallonie</p> <p>AE:</p> <p>15.1. FR Ministère de la transition écologique</p> <p>10.1 IT RAM RETE AUTOSTRADE MEDITERRANEE PER LA LOGISTICA</p>	
WP 4	Final reporting: Certificate of the financial statements (CFS)	<p>Costs of auditing and administrative support(s) for the following project partners</p> <p>BEN:</p> <p>01. EE MAJANDUS JA KOMMUNIKATSIOONIMINISTERIUM</p> <p>02. EE Digilogistika Keskus</p> <p>03. LU 51biz Luxembourg</p> <p>04. IT Circle Spa</p> <p>05. DE BMDV BUNDESMINISTERIUM FÜR DIGITALES UND VERKEHR</p> <p>06. DE BLM Bundesamt Logistik und Mobilität</p> <p>07. FI Transport & CO LIIKENNE JA VIESTINTAVIRASTO</p> <p>08. AT SCHIG Schieneninfrastruktur-Dienstleistungsgesellschaft MBH</p> <p>09. BE Ports and Terminals (PortExpertise)</p> <p>10. IT MIT Ministero delle infrastrutture e della mobilità sostenibili</p> <p>12. IT RETE AUTOSTRADE MEDITERRANEE PER LA LOGISTICA</p> <p>13. PT INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P</p> <p>15. FR Groupe IN Imprimerie Nationale SA</p> <p>16 LT Valstybes Imone Klaipedos State Enterprise Klaipeda</p> <p>18. BE SPW Service Public de Wallonie</p> <p>AE:</p> <p>15.1. FR Ministère de la transition écologique</p>	180,000
Task 4.1 (WP 4)	Task 4.1 Project management and controlling	<p>Subcontracting of a Lead technical workgroup</p> <p>BEN:</p> <p>09. BE Ports and Terminals (PortExpertise)</p>	150,000
Task 4.1 (WP 4)	Task 4.1 Project management and controlling	<p>Subcontracting of assistants project management team (3 - 4 Full time Equivalent)</p> <p>BEN:</p> <p>09. BE Ports and Terminals (PortExpertise)</p>	90,000
Task 4.1 (WP 4)	Task 4.1 Project management and controlling	<p>Quality control (quality management expert, writing quality guidelines, review work of deliverables, language checks)</p> <p>BEN:</p> <p>09. BE Ports and Terminals (PortExpertise)</p>	72,000
Task 4.1 (WP 4)	Task 4.1 Project management and controlling	<p>Graphics, and video's support to create media to facilitate workshops, capacity building and other dissemination levels on related to the project</p> <p>BEN:</p> <p>09. BE Ports and Terminals (PortExpertise)</p>	20,000
		Total	16,759,849

HISTORY OF CHANGES		
VERSION	PUBLICATION DATE	CHANGE
1.0	28.09.2023	Initial version

ANNEX 1

DETAILED BUDGET BREAKDOWN PER REPORTING PERIOD

Estimated eligible costs (per budget category)																	Estimated EU contribution					
Direct costs															Indirect costs		Total costs		EU contribution to eligible costs			Total requested EU contribution
A. Personnel costs		B. Subcontracting costs		C. Purchase costs				D. Other cost categories					E. Indirect costs	Funding rate %	Maximum EU contribution	Requested EU contribution						
Forms of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs	Actual costs	C.1 Travel and subsistence			C.2 Equipment	C.3 Other goods, works and services	D.1 Financial support to third parties	D.2 Studies	D.3 Synergetic elements	D.4 Works in outermost regions	D.5 Land purchases	Flat-rate costs	f = a+b+c+d	V, W, X	g ²	h	m		
					Travel	Accommodation	Subsistence															
	a1	a2	a3	b	c1a	c1b	c1c	c2	c3	d1a	d2	d3	d4	d5	e ¹							
Reporting period 1																						
1 - MoClimate	300 000.00	0.00	0.00	650 000.00	50 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 000 000.00	50, 50, 70	500 000.00	500 000.00	500 000.00		
2 - DLK	355 000.00	0.00	0.00	284 000.00	35 500.00	0.00	0.00	0.00	35 500.00	0.00	0.00	0.00	0.00	0.00	0.00	710 000.00	50, 50, 70	355 000.00	355 000.00	355 000.00		
3 - 5IBiz LUXEMBURG	320 000.00	0.00	0.00	141 280.00	21 000.00	0.00	0.00	0.00	108 000.00	0.00	0.00	0.00	0.00	0.00	0.00	590 280.00	50, 50, 70	295 140.00	295 140.00	295 140.00		
4 - CIRCLE SPA	648 000.00	0.00	0.00	30 000.00	12 000.00	0.00	0.00	0.00	20 000.00	0.00	0.00	0.00	0.00	0.00	0.00	710 000.00	50, 50, 70	355 000.00	355 000.00	355 000.00		
4.1 - CCEU	383 000.00	0.00	0.00	0.00	12 000.00	0.00	0.00	0.00	20 000.00	0.00	0.00	0.00	0.00	0.00	0.00	415 000.00	50, 50, 70	207 500.00	207 500.00	207 500.00		
5 - BMDV	72 000.00	0.00	0.00	2 292 000.00	36 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2 400 000.00	50, 50, 70	1 200 000.00	1 200 000.00	1 200 000.00		
6 - BALM	390 000.00	0.00	0.00	2 400 000.00	30 000.00	0.00	0.00	150 000.00	30 000.00	0.00	0.00	0.00	0.00	0.00	0.00	3 000 000.00	50, 50, 70	1 500 000.00	1 500 000.00	1 500 000.00		
7 - FI Transport&Co	1 170 000.00	0.00	0.00	3 680 000.00	60 000.00	0.00	0.00	0.00	60 000.00	0.00	0.00	0.00	0.00	0.00	0.00	4 970 000.00	50, 50, 70	2 485 000.00	2 485 000.00	2 485 000.00		
8 - SCHIG	240 000.00	0.00	0.00	480 000.00	40 000.00	0.00	0.00	40 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	800 000.00	50, 50, 70	400 000.00	400 000.00	400 000.00		
8.1 - BMK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50, 50, 70	0.00	0.00	0.00		
9 - PORTEPERTISE	560 425.00	0.00	0.00	350 000.00	31 075.00	0.00	0.00	30 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	971 500.00	50, 50, 70	485 750.00	485 750.00	485 750.00		
10 - MIT	15 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15 000.00	50, 50, 70	7 500.00	7 500.00	7 500.00		
10.1 - RAM SPA	355 000.00	0.00	0.00	330 000.00	25 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	710 000.00	50, 50, 70	355 000.00	355 000.00	355 000.00		
11 - IMT, I. P.	1 345 000.00	0.00	0.00	130 000.00	25 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 500 000.00	50, 50, 70	750 000.00	750 000.00	750 000.00		
12 - Nordic Invest	276 000.00	0.00	0.00	5 000.00	4 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	285 000.00	50, 50, 70	142 500.00	142 500.00	142 500.00		
13 - NORM	190 000.00	0.00	0.00	0.00	10 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200 000.00	50, 50, 70	100 000.00	100 000.00	100 000.00		
14 - TIA	90 000.00	0.00	0.00	81 000.00	9 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180 000.00	50, 50, 70	90 000.00	90 000.00	90 000.00		
15 - Groupe IN	2 599 275.00	0.00	0.00	2 516 569.00	100 000.00	0.00	0.00	130 000.00	150 000.00	0.00	0.00	0.00	0.00	0.00	0.00	5 495 844.00	50, 50, 70	2 747 922.00	2 747 922.00	2 747 922.00		
15.1 - French Ministry	50 000.00	0.00	0.00	900 000.00	50 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 000 000.00	50, 50, 70	500 000.00	500 000.00	500 000.00		
16 - KLAIPEDA PORT	375 000.00	0.00	0.00	1 050 000.00	75 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 500 000.00	50, 50, 70	750 000.00	750 000.00	750 000.00		
17 - LT MIN.TRANSF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50, 50, 70	0.00	0.00	0.00		
18 - SPW	360 000.00	0.00	0.00	1 440 000.00	50 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 850 000.00	50, 50, 70	925 000.00	925 000.00	925 000.00		
19 - LIW	40 000.00	0.00	0.00	0.00	10 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50 000.00	50, 50, 70	25 000.00	25 000.00	25 000.00		
Total	10 133 700.00	0.00	0.00	16 759 849.00	685 575.00	0.00	0.00	350 000.00	423 500.00	0.00	0.00	0.00	0.00	0.00	0.00	28 352 624.00		14 176 312.00	14 176 312.00	14 176 312.00		

¹ e = flat-rate * (a1 + a2 + a3 + b + c1a + c1b + c1c + c2 + c3 + d1a + d2 + d3 + d4 + d5)

² g = (a1 + a2 + a3) * V% + b * V% + (c1a + c1b + c1c + c2 + c3) * V% + (d1a + d3 + d5) * V% + d2 * W% + d4 * X% + e * V%

INSTRUCTIONS (DETAILED BUDGET TABLE PER WP)

General

The file is composed of 7 sheets (1- Start, 2 - Work packages, 3 - Participants, 4 - DB table, 5 - DB table_Summary_WP, 6 - DB table_Summary_Participants, 7 - DB table_Consistency check).

This table complements the budget information you encode directly in the Funding & Tenders Portal. Make sure that the information provided in the DB table is consistent with the information provided in the Funding & Tenders Portal.

You should submit the DB table as part of your proposal and grant preparation:

- for proposal: the table will be an Annex to your Application Form Part B. Complete and upload the table as an Excel file in the Funding & Tenders Portal Submission System.
- for grant preparation: the table will become part of the Grant Agreement Annex 1 Description of the Action (DoA). Complete and upload the table as an Excel File in the Funding & Tenders Portal Grant Preparation tool.

Getting started

Please complete the sheets in their order (Start - Work packages- Participants- DB table).

ATTENTION! White cells mean that you are required to enter data. Grey cells are calculated automatically.

1- Start sheet

Use this sheet to insert the generic data (project name and acronym). This information will be automatically copied into the other sheets.

2 - Work packages sheet

Use this sheet to enter the names of work packages and the corresponding funding rates. The information provided here needs to be consistent with the information provided in the Funding & Tenders Portal (Submission System for the application & Grant Preparation Tool for grant preparation).

3 - Participants sheet

Use this sheet to enter the names of the applicants (for the proposal) or beneficiaries (for the grant preparation).

4 - Detailed budget table per WP

Encode the costs per beneficiary, work package and reporting periods:

- For proposal/grant preparation: encode the estimated costs (budget). These amounts should be based on detailed, reasonable and accurate estimates. Keep sufficient documentation to be able to explain them if requested. Please ensure to insert only costs that are eligible under the EU grant agreement (see eligibility article on eligible and ineligible costs of the Model Grant Agreement). All estimated costs must be entered in EUR.

Names of work packages and the participants need to be chosen from the drop down menu. Sub-totals and totals are calculated automatically (only white cells need to be filled in).

Work package name	Funding Rate
WP 1 Horizontal Work	50%
WP 2 National and Corridor Pilots	50%
WP 3 Communication, Dissemination &	50%
WP 4 Project Management and coordin	50%

Participant name

01. EE KLIIMAMINISTEERIUM
02. EE DIGILOGISTIKA KESKUS
03. LU 51BIZ LUXEMBOURG SARL
04. IT CIRCLE SPA
05. DE BUNDESMINISTERIUM FÜR DIGITALE UND VERKEHR
06. DE BUNDESAMT FÜR LOGISTIK UND MOBILITÄT
07. FI LIIKENNE JA VIESTINTÄVIRASTO
08. AT SCHIENENINFRASTRUKTUR-DIENSTLEISTUNGS-GESELLSCHAFT MBH
09. AT BUNDESMINISTERIUM FÜR KLIMASCHUTZ, UMWELT, ENERGIE, MOBILITÄT, INNOVATION UND DIGITALE INFRASTRUKTUR
10. BE PORTS AND TERMINALS CVBA
11. IT Ministero delle Infrastrutture e dei Trasporti
12. IT RETE AUTOSTRADE MEDITERRANEE PER LA LOGISTICA
13. PT INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P
14. FI NORDIC INVESTMENT BANK
15. LT UAB Normalis TECH
16. LT TRANSPORTO INOVACIJŲ ASOCIACIJA
17. FR IMPRIMERIE NATIONALE
18. FR MINISTÈRE DE LA TRANSITION ÉCOLOGIQUE ET DE LA COHESION DES TERRITOIRES
19. LT VALSTYBES IMONĖ KLAIPĖDOS VALSTYBINIO JURŲ UOSTŲ DIREKCIJA
20. LT LIETUVOS RESPUBLIKOS SUSISIEKIMO MINISTERIJA
21. BE SERVICE PUBLIC DE WALLONIE
22. BE LOGISTICS IN WALLONIA
23. IT CIRCLE CONNECTING EU

Item	Description	Unit	Quantity	Unit Price	Total Price
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#	EU CONTRIBUTION	TOTAL COSTS
ENCODE VALUE FROM EGRANTS	14.176.312,00	28.352.624,00
DIFFERENCE	0,00	0

NO CHANGES ALLOWED - TABLE IS AUTOMATICALLY FILLED - DO NOT INSERT/DELETE ROWS

Summary per work package

Row Labels	Reporting period_1	FP RP_1	Sum of Total costs	Sum of EU contribution
WP 1 Horizontal Work	5.571.304	100%	5.571.304	2.785.652
WP 2 National and Corridor Pilots	17.506.418	100%	17.506.418	8.753.209
WP 3 Communication, Dissemination & Capacity Building	1.812.758	100%	1.812.758	906.379
WP 4 Project Management and coordination	3.462.145	100%	3.462.145	1.731.072
Grand Total	28.352.624	100%	28.352.624	14.176.312,00

Summary per Participant

Row Labels	Reporting period_1	Sum of Total costs	Sum of EU contribution
.			
..			
01. EE KLIIMAMINISTEERIUM2	1.000.000	1.000.000	500.000
02. EE DIGILOGISTIKA KESKUS	710.000	710.000	355.000
03. LU 51BIZ LUXEMBOURG SARL2	590.280	590.280	295.140
04. IT CIRCLE SPA	710.000	710.000	355.000
05. DE BUNDESMINISTERIUM FÜR DIGITALES UND VERKEHR	2.400.000	2.400.000	1.200.000
06. DE BUNDESAMT FÜR LOGISTIK UND MOBILITÄT	3.000.000	3.000.000	1.500.000
07. FI LIIKENNE JA VIESTINTÄVIRASTO	4.970.000	4.970.000	2.485.000
08. AT SCHIENENINFRASTRUKTUR-DIENSTLEISTUNGS-GESELLSCHAFT MBH	800.000	800.000	400.000
09. AT BUNDESMINISTERIUM FÜR KLIMASCHUTZ, UMWELT, ENERGIE, MOBILITÄT, INNOVATION UND TECHNOLOGIE2	-	-	-
10. BE PORTS AND TERMINALS CVBA2	971.500	971.500	485.750
11. IT Ministero delle Infrastrutture e dei Trasporti2	15.000	15.000	7.500
12. IT RETE AUTOSTRADE MEDITERRANEE PER LA LOGISTICA	710.000	710.000	355.000
13. PT INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P	1.500.000	1.500.000	750.000
14. FI NORDIC INVESTMENT BANK	285.000	285.000	142.500
15. LT UAB Normalis TECH2	200.000	200.000	100.000
16. LT TRANSPORTO INOVACIJA ASOCIACIJA2	180.000	180.000	90.000
17. FR IMPRIMERIE NATIONALE	5.495.844	5.495.844	2.747.922
18. FR MINISTÈRE DE LA TRANSITION ÉCOLOGIQUE ET DE LA COHESION DES TERRITOIRES	1.000.000	1.000.000	500.000
19. LT VALSTYBES IMONĖ KLAIPĖDOS VALSTYBINIO JURU UOSTO DIREKCIJA	1.500.000	1.500.000	750.000
20. LT LIETUVOS RESPUBLIKOS SUSISIEKIMO MINISTERIJA	-	-	-
21. BE SERVICE PUBLIC DE WALLONIE	1.850.000	1.850.000	925.000
22. BE LOGISTICS IN WALLONIA	50.000	50.000	25.000
23. IT CIRCLE CONNECTING EU	415.000	415.000	207.500
Grand Total	28.352.624	28.352.624	14.176.312,00

5 & 6- DB summary sheets (for work packages and participants)

This sheet summarises the information of the DB table sheet. Do not modify the data here.

7 - DB consistency check sheet

This sheet allows you to perform a quick check on the final data (total costs and EU contribution) that you have encoded in the DB table sheet and in Funding & Tenders Portal (Submission System for the application and Grant Preparation Tool for grant preparation). Please encode the values from the Funding & Tenders Portal. In case a difference is detected, please review your application/grant agreement to align the amounts.

Warning

Do NOT delete formulas or change the configuration of the file.

START (DETAILED BUDGET TABLE PER WP)

PROJECT DATA

Project number:	SEP-210903819
Project acronym:	eFTI4EU

ESTIMATED BUDGET FOR THE ACTION

Estimated eligible ¹ costs (per budget category)																	Estimated EU contribution ²			
Direct costs															Indirect costs	Total costs	EU contribution to eligible costs			Maximum grant amount ⁶
A. Personnel costs		B. Subcontracting costs	C. Purchase costs					D. Other cost categories					E. Indirect costs ³	Funding rate % ⁴	Maximum EU contribution ⁵		Requested EU contribution			
Forms of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs ⁷	Actual costs	C.1 Travel and subsistence			C.2 Equipment	C.3 Other goods, works and services	D.1 Financial support to third parties	D.2 Studies	D.3 Synergetic elements	D.4 Works in outermost regions	D.5 Land purchases	E. Indirect costs	f = a+b+c+d	V, W, X	g ¹⁰	h	m
					Travel	Accommodation	Subsistence													
	a1	a2	a3	b	c1a	c1b	c1c	c2	c3	d1a	d2	d3	d4	d5	e ⁹					
1 - MoClimate	300 000.00	0.00	0.00	650 000.00	50 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 000 000.00	50, 50, 70	500 000.00	500 000.00	500 000.00
2 - DLK	355 000.00	0.00	0.00	284 000.00	35 500.00	0.00	0.00	0.00	35 500.00	0.00	0.00	0.00	0.00	0.00	0.00	710 000.00	50, 50, 70	355 000.00	355 000.00	355 000.00
3 - 5IBiz LUXEMBURG	320 000.00	0.00	0.00	141 280.00	21 000.00	0.00	0.00	0.00	108 000.00	0.00	0.00	0.00	0.00	0.00	0.00	590 280.00	50, 50, 70	295 140.00	295 140.00	295 140.00
4 - CIRCLE SPA	648 000.00	0.00	0.00	30 000.00	12 000.00	0.00	0.00	0.00	20 000.00	0.00	0.00	0.00	0.00	0.00	0.00	710 000.00	50, 50, 70	355 000.00	355 000.00	355 000.00
4.1 - CCEU	383 000.00	0.00	0.00	0.00	12 000.00	0.00	0.00	0.00	20 000.00	0.00	0.00	0.00	0.00	0.00	0.00	415 000.00	50, 50, 70	207 500.00	207 500.00	207 500.00
5 - BMDV	72 000.00	0.00	0.00	2 292 000.00	36 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2 400 000.00	50, 50, 70	1 200 000.00	1 200 000.00	1 200 000.00
6 - BALM	390 000.00	0.00	0.00	2 400 000.00	30 000.00	0.00	0.00	150 000.00	30 000.00	0.00	0.00	0.00	0.00	0.00	0.00	3 000 000.00	50, 50, 70	1 500 000.00	1 500 000.00	1 500 000.00
7 - FI Transport&Co	1 170 000.00	0.00	0.00	3 680 000.00	60 000.00	0.00	0.00	0.00	60 000.00	0.00	0.00	0.00	0.00	0.00	0.00	4 970 000.00	50, 50, 70	2 485 000.00	2 485 000.00	2 485 000.00
8 - SCHIG	240 000.00	0.00	0.00	480 000.00	40 000.00	0.00	0.00	40 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	800 000.00	50, 50, 70	400 000.00	400 000.00	400 000.00
8.1 - BMK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50, 50, 70	0.00	0.00	0.00
9 - PORTEPERTISE	560 425.00	0.00	0.00	350 000.00	31 075.00	0.00	0.00	30 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	971 500.00	50, 50, 70	485 750.00	485 750.00	485 750.00
10 - MIT	15 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15 000.00	50, 50, 70	7 500.00	7 500.00	7 500.00
10.1 - RAM SPA	355 000.00	0.00	0.00	330 000.00	25 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	710 000.00	50, 50, 70	355 000.00	355 000.00	355 000.00
11 - IMT, I. P.	1 345 000.00	0.00	0.00	130 000.00	25 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 500 000.00	50, 50, 70	750 000.00	750 000.00	750 000.00
12 - Nordic Invest	276 000.00	0.00	0.00	5 000.00	4 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	285 000.00	50, 50, 70	142 500.00	142 500.00	142 500.00
13 - NORM	190 000.00	0.00	0.00	0.00	10 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200 000.00	50, 50, 70	100 000.00	100 000.00	100 000.00
14 - TIA	90 000.00	0.00	0.00	81 000.00	9 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180 000.00	50, 50, 70	90 000.00	90 000.00	90 000.00
15 - Groupe IN	2 599 275.00	0.00	0.00	2 516 569.00	100 000.00	0.00	0.00	130 000.00	150 000.00	0.00	0.00	0.00	0.00	0.00	0.00	5 495 844.00	50, 50, 70	2 747 922.00	2 747 922.00	2 747 922.00
15.1 - French Ministry	50 000.00	0.00	0.00	900 000.00	50 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 000 000.00	50, 50, 70	500 000.00	500 000.00	500 000.00
16 - KLAIPEDA PORT	375 000.00	0.00	0.00	1 050 000.00	75 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 500 000.00	50, 50, 70	750 000.00	750 000.00	750 000.00
17 - LT MIN.TRANSF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50, 50, 70	0.00	0.00	0.00
18 - SPW	360 000.00	0.00	0.00	1 440 000.00	50 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 850 000.00	50, 50, 70	925 000.00	925 000.00	925 000.00
19 - LIW	40 000.00	0.00	0.00	0.00	10 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50 000.00	50, 50, 70	25 000.00	25 000.00	25 000.00
Σ consortium	10 133 700.00	0.00	0.00	16 759 849.00	685 575.00	0.00	0.00	350 000.00	423 500.00	0.00	0.00	0.00	0.00	0.00	0.00	28 352 624.00		14 176 312.00	14 176 312.00	14 176 312.00

¹ See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules).

² The consortium remains free to decide on a different internal distribution of the EU funding (via the consortium agreement; see Article 7).

³ Indirect costs already covered by an operating grant (received under any EU funding programme) are ineligible (see Article 6.3). Therefore, a beneficiary/affiliated entity that receives an operating grant during the action duration cannot declare indirect costs for the year(s)/reporting period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please immediately contact us via the EU Funding & Tenders Portal for details.

⁴ See Data Sheet for the funding rate(s).

⁵ This is the theoretical amount of the EU contribution to costs, if the reimbursement rate is applied to all the budgeted costs. This theoretical amount is then capped by the 'maximum grant amount'.

⁶ The 'maximum grant amount' is the maximum grant amount decided by the EU. It normally corresponds to the requested grant, but may be lower.

⁷ See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

⁸ See Data Sheet for the flat-rate.

⁹ $e = \text{flat-rate} * (a1 + a2 + a3 + b + c1a + c1b + c1c + c2 + c3 + d1a + d2 + d3 + d4 + d5)$

¹⁰ $g = (a1 + a2 + a3) * V\% + b * V\% + (c1a + c1b + c1c + c2 + c3) * V\% + (d1a + d3 + d5) * V\% + d2 * W\% + d4 * X\% + e * V\%$

ANNEX 2a

ADDITIONAL INFORMATION ON UNIT COSTS AND CONTRIBUTIONS

SME owners/natural person beneficiaries without salary

See [*Additional information on unit costs and contributions \(Annex 2a and 2b\)*](#)

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

DIGILOGISTIKA KESKUS (DLK), PIC 892290391, established in TEADUSPARGI 6/1, TALLINN 12618, Estonia,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

51BIZ LUXEMBOURG SARL (51Biz LUXEMBURG), PIC 951890877, established in MAISON 15, GREVENKNAPP 7433, Luxembourg,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

CIRCLE SPA (CIRCLE SPA), PIC 946059916, established in VIA G. BATTISTA PERGOLESI 26, MILANO 20124, Italy,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

BUNDESMINISTERIUM FÜR DIGITALES UND VERKEHR (BMDV), PIC 996530374,
established in Robert-Schuman-Platz 1, Bonn 53175, Germany,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

BUNDESAMT FUR LOGISTIK UND MOBILITAT (BALM), PIC 884011344, established in WERDERSTRASSE 34, KOLN 50672, Germany,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

LIIKENNE- JA VIESTINTAVIRASTO (FI Transport&Co), PIC 900306956, established in KUMPULANTIE 9, HELSINKI 00520, Finland,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

SCHIENENINFRASTRUKTUR-DIENSTLEISTUNGS-GESELLSCHAFT MBH (SCHIG),
PIC 887660387, established in JAKOV-LIND-STRASSE 2 STG 2,4 OG AUSTRIA CAMPUS 2,
WIEN 1020, Austria,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

PORTS AND TERMINALS CVBA (PORTEXPERTISE), PIC 933959457, established in DR J GOOSSENAERTSSTRAAT AB 54, KALMTHOUT 2920, Belgium,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

Ministero delle Infrastrutture e dei Trasporti (MIT), PIC 996445790, established in Via Nomentana, 2, Roma 00161, Italy,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P (IMT, I. P.), PIC 966290430,
established in AVENIDA DAS FORCAS ARMADAS 40, LISBOA 1649 022, Portugal,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

NORDIC INVESTMENT BANK (Nordic Invest), PIC 894031056, established in FABIANINKATU 34, HELSINKI 00171, Finland,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

UAB NORMALIS TECH (NORM), PIC 886548088, established in JAUNIMO G. 16, INGALINA 30290, Lithuania,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

TRANSPORTO INOVACIJU ASOCIACIJA (TIA), PIC 885458875, established in GEDIMINO PR 9, VILNIUS LT01103, Lithuania,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

IMPRIMERIE NATIONALE (Groupe IN), PIC 911407345, established in 38 AVENUE DE NEW YORK, PARIS 75116, France,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

VALSTYBES IMONE KLAIPEDOS VALSTYBINIO JURU UOSTO DIREKCIJA (KLAIPEDA PORT), PIC 951975364, established in J JANONIO 24, KLAIPEDA 92251, Lithuania,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

LIETUVOS RESPUBLIKOS SUSISIEKIMO MINISTERIJA (LT MIN.TRANSP.), PIC 888880550, established in GEDIMINO PR. 17, VILNIUS 01505, Lithuania,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

SERVICE PUBLIC DE WALLONIE (SPW), PIC 999811884, established in Place de la Wallonie 1, Namur 5100, Belgium,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

LOGISTICS IN WALLONIA (LIW), PIC 963728466, established in RUE DE L'AEROPORT 52 / 10, GRACE-HOLLOGNE 4460, Belgium,

hereby agrees

to become beneficiary

in Agreement No 101122891 — 22-EU-TG-eFTI4EU ('the Agreement')

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

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary

ANNEX 4 CEF MGA — MULTI + MONO

FINANCIAL STATEMENT FOR [PARTICIPANT NAME] FOR REPORTING PERIOD [NUMBER]

Eligible ¹ costs (per budget category)															EU contribution ²				Revenues			
Direct costs															Indirect costs	Total costs	EU contribution to eligible costs			Total requested EU contribution	Income generated by the action	
A. Personnel costs		B. Subcontracting costs	C. Purchase costs			D. Other cost categories				E. Indirect costs ²	Funding rate % ³	Maximum EU contribution ⁴	Requested EU contribution									
Forms of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs ⁵	Actual costs	C.1 Travel and subsistence			Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Flat-rate costs ⁶	e = flat-rate * (a1 + a2 + a3 + b + c1a + c1b + c1c + c2 + c3 + d1a + d2 + d3 + d4 + d5)	f = a+b+c+d+e	[U] [V, W, X]	[g = f*U%] / [g = (a1 + a2 + a3) * V% + b * V% + (c1a + c1b + c1c + c2 + c3) * V% + (d1a + d3 + d5) * V% + d2 * W% + d4 * X% + e * V%]	h	m	n
					Travel	Accommodation	Subsistence															
A.1 Employees (or equivalent)		A.4 SME owners and natural person beneficiaries	B. Subcontracting	C.1 Travel and subsistence			C.2 Equipment	C.3 Other goods, works and services	D.X Financial support to third parties	[OPTION for infrastructure Projects: D.2 Studies]	[OPTION for infrastructure Projects: D.3 Synergetic elements]	[OPTION for infrastructure Projects: D.4 Works in outermost regions]	[OPTION for infrastructure Projects: D.5 Land purchases]	E. Indirect costs	Flat-rate costs ⁶	e = flat-rate * (a1 + a2 + a3 + b + c1a + c1b + c1c + c2 + c3 + d1a + d2 + d3 + d4 + d5)	f = a+b+c+d+e	[U] [V, W, X]	[g = f*U%] / [g = (a1 + a2 + a3) * V% + b * V% + (c1a + c1b + c1c + c2 + c3) * V% + (d1a + d3 + d5) * V% + d2 * W% + d4 * X% + e * V%]	h	m	n
A.2 Natural persons under direct contract				Travel	Accommodation	Subsistence																
A.3 Seconded persons				Travel	Accommodation	Subsistence																
XX – [short name beneficiary/affiliated entity]																						

The beneficiary/affiliated entity hereby confirms that:
 The information provided is complete, reliable and true.
 The costs and contributions declared are eligible (see Article 6).
 The costs and contributions can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 19, 20 and 25).
 For the last reporting period: that all the revenues have been declared (see Article 22).

¹ Please declare all eligible costs and contributions, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Only amounts that were declared in your individual financial statements can be taken into account lateron, in order to replace costs/contributions that are found to be ineligible.

² See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules).

³ If you have also received an EU operating grant during this reporting period, you cannot claim indirect costs - unless you can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please contact us immediately via the Funding & Tenders Portal for details.

⁴ See Data Sheet for the reimbursement rate(s).

⁵ This is the theoretical amount of EU contribution to costs that the system calculates automatically (by multiplying the reimbursement rates by the costs declared). The amount you request (in the column 'requested EU contribution') may be less.

⁶ See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

⁷ See Data Sheet for the flat-rate.

ANNEX 5

SPECIFIC RULES

CONFIDENTIALITY AND SECURITY (— ARTICLE 13)

Sensitive information with security recommendation

Sensitive information with a security recommendation must comply with the additional requirements imposed by the granting authority.

Before starting the action tasks concerned, the beneficiaries must have obtained all approvals or other mandatory documents needed for implementing the task. The documents must be kept on file and be submitted upon request by the coordinator to the granting authority. If they are not in English, they must be submitted together with an English summary.

For requirements restricting disclosure or dissemination, the information must be handled in accordance with the recommendation and may be disclosed or disseminated only after written approval from the granting authority.

EU classified information

If EU classified information is used or generated by the action, it must be treated in accordance with the security classification guide (SCG) and security aspect letter (SAL) set out in Annex 1 and Decision 2015/444¹ and its implementing rules — until it is declassified.

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

Action tasks involving EU classified information may be subcontracted only with prior explicit written approval from the granting authority and only to entities established in an EU Member State or in a non-EU country with a security of information agreement with the EU (or an administrative arrangement with the Commission).

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

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

¹ Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

Rights of use of the granting authority on results for information, communication, dissemination and publicity purposes

The granting authority also has the right to exploit non-sensitive results of the action for information, communication, dissemination and publicity purposes, using any of the following modes:

- **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- **distribution to the public** in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file
- **editing** or **redrafting** (including shortening, summarising, changing, correcting, cutting, inserting elements (e.g. meta-data, legends or other graphic, visual, audio or text elements) extracting parts (e.g. audio or video files), dividing into parts or use in a compilation
- **translation** (including inserting subtitles/dubbing) in all official languages of EU
- **storage** in paper, electronic or other form
- **archiving** in line with applicable document-management rules
- the right to authorise **third parties** to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out in this provision
- **processing**, analysing, aggregating the results and **producing derivative works**
- **disseminating** the results in widely accessible databases or indexes (such as through ‘open access’ or ‘open data’ portals or similar repositories, whether free of charge or not.

The beneficiaries must ensure these rights of use for the whole duration they are protected by industrial or intellectual property rights.

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

COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17)

Communication and dissemination plan

Where imposed by the call conditions, the beneficiaries must provide a detailed communication and dissemination plan, setting out the objectives, key messaging, target audiences, communication channels, social media plan, planned budget and relevant

indicators for monitoring and evaluation. **Additional communication and dissemination activities**

The beneficiaries must engage in the following additional communication and dissemination activities:

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

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

Member State information

The beneficiaries must keep the Member States that support the action informed about its progress.

To this effect, the coordinator must provide the reports submitted in accordance with Article 21 to the concerned the Member States representatives (listed on the granting authority's website). This can be done either by email or by giving them access to the reports in the Funding & Tenders Portal.

Implementation in case of restrictions due to security

Where the call conditions restrict participation or control due to security reasons, the beneficiaries must ensure that none of the entities that participate as affiliated entities, associated partners, subcontractors or recipients of financial support to third parties are established in countries which are not eligible countries or target countries set out in the call conditions (or are controlled by such countries or entities from such countries).

The beneficiaries must moreover ensure that any cooperation with entities established in countries which are not eligible countries or target countries set out in the call conditions (or are controlled by such countries or entities from such countries) does not affect the security interests and avoids potential negative effects over security of supply of inputs critical to the action.

Specific rules for digital infrastructure projects

When implementing digital infrastructure projects, the beneficiaries must ensure that the network technologies and equipment (including software and services) funded by the action comply with the security requirements and assessments as reflected in the applicable EU, international and national law on cybersecurity and on data protection.

Moreover, where the call conditions impose wholesale access obligations, the beneficiaries must provide wholesale access to the digital infrastructure funded by the action, under fair and

reasonable conditions, in a non-discriminatory manner and in accordance with the call conditions.

Specific rules for ATM common projects

When implementing actions for the implementation of common projects established under Regulation (EU) No 409/2013², the beneficiaries must ensure that their actions comply with the deployment programme referred to in Article 11 of that Regulation (as published on the Europa website).

Durability

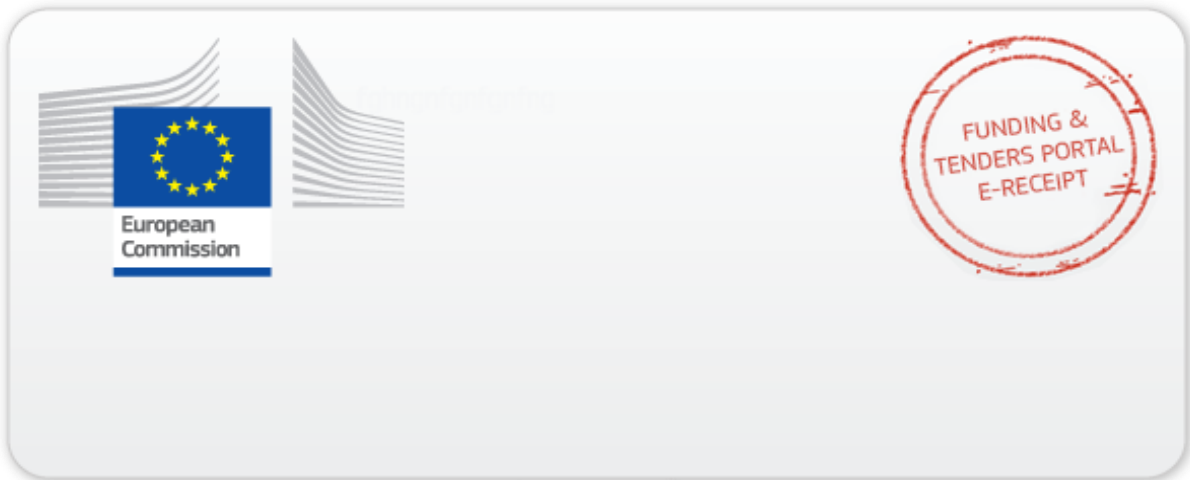
Unless exempted by the granting authority, the beneficiaries must commit to continue to use and maintain after the end of the action equipment bought and fully reimbursed by the action, for activities pursuing the action's objectives. Such equipment must be used for these purposes — for at least five years after the end of the action (see Data Sheet, Point 1) or until the end of its economic lifespan (i.e. until it has been fully depreciated) — whichever is earlier.

Specific rules for blending operations

When implementing blending operations, the beneficiaries acknowledge and accept that:

- the grant depends on the approved financing from the Implementing Partner and/or public or private investors for the project
- they must inform the granting authority both about the approval for financing and the financial close — within 15 days
- both actions will be managed and monitored in parallel and in close coordination with the Implementing Partner, in particular:
 - all information, data and documents (including the due diligence by the Implementing Partner and the signed agreement) may be exchanged and may be relied on for the management of the other action (if needed)
 - issues in one action may impact the other (e.g. suspension or termination in one action may lead to suspension also of the other action; termination of the grant will normally suspend and exit from further financing and vice versa, etc.)
- the granting authority may disclose confidential information also to the Implementing Partner.

² Commission Implementing Regulation (EU) No 409/2013 of 3 May 2013 on the definition of common projects, the establishment of governance and the identification of incentives supporting the implementation of the European Air Traffic Management Master Plan (OJ L 123, 4.5.2013, p. 1).



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