



**Innovation and Networks Executive Agency**

**Department C - Connecting Europe Facility (CEF)**

**GRANT AGREEMENT  
UNDER THE CONNECTING EUROPE FACILITY (CEF) -  
TELECOMMUNICATIONS SECTOR**

**AGREEMENT No INEA/CEF/ICT/A2019/2072350**

The **Innovation and Networks Executive Agency (INEA)** ("the Agency"), under the powers delegated by the European Commission ("the Commission"), represented for the purposes of signature of this Agreement by the Head of Department C of the Agency, Andreas Boschen,

on the one part,

**and**

**1. Istituto Centrale per il Catalogo Unico delle biblioteche italiane e per le informazioni bibliografiche (ICCU)**

Public

Registration No CF00608860581

Viale del Castro Pretorio 105

00185 Rome

Italy

VAT No IT00916801004,

hereinafter referred to as "the coordinator", represented for the purposes of signature of this Agreement by Director, Simonetta Buttò

and the following other beneficiaries:

2. National Archives of Hungary (NAH) - established in Hungary
3. Stichting Europeana (EF) - established in Netherlands
4. Michael Culture (MCA) - established in Belgium
5. Stichting Nederlands Instituut voor Beeld en Geluid (NISV) - established in Netherlands
6. Ajuntament de Girona - Centre de Recerca i Difusió de la Imatge (CRDI) (CRDI) - established in Spain
7. Biblioteca Județeană Octavian Goga Cluj – Octavian Goga Cluj County Library (BJC) - established in Romania
8. National Library of Scotland (NLS) - established in United Kingdom

9. EPIC Ireland CHQ DAC (EPIC) - established in Ireland duly represented by the coordinator by virtue of the mandates included in Annex IV for the signature of this Agreement,

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

on the other part,

HAVE AGREED

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

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

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

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

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

## **SPECIAL CONDITIONS**

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## **ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT**

The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled "**Europeana Sport**" ("the action"), action number **2019-EU-IA-0035** as described in Annex I.

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

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

**2.1** The Agreement shall enter into force on the date on which the last party signs.

**2.2** The action shall run from 01/10/2020 ("the starting date") until 31/01/2022 ("the completion date").

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

The grant for the action shall be of a **maximum amount of EUR 407,676**.

The grant shall take the form of:

(a) the reimbursement of 75.00% of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR 543,568 and which are:

- (i) actually incurred ("reimbursement of actual costs")
- (ii) reimbursement of unit costs: not applicable
- (iii) reimbursement of lump sum costs: not applicable
- (iv) for indirect costs declared on the basis of a flat-rate of 7% of the total eligible direct costs minus subcontracting costs within the meaning of Article II.10 and costs of financial support to third parties within the meaning of Article II.11 ("reimbursement of flat-rate costs");
- (v) declared on the basis of an amount per unit calculated in accordance with the beneficiary's usual cost accounting practices ("reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices") for personnel costs

(b) unit contribution: not applicable

(c) lump sum contribution: not applicable

(d) flat-rate contribution: not applicable

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

**4.1** Reporting periods and payments

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

#### **4.1.1 Reporting periods**

The action is divided into the following reporting periods:

- One single reporting period from the starting date to the completion date of the action.

#### **4.1.2 Payments**

Upon entry into force of the Agreement, the Agency shall make the pre-financing payment of EUR 203,838 (two hundred three thousand eight hundred thirty-eight euros) to the coordinator in accordance with Article II.24.1.

At the end of each reporting period, except the last reporting period, the Agency shall make an interim payment to the coordinator in accordance with Article II.24.2.

At the end of the last reporting period, the Agency shall make the payment of the balance to the coordinator in accordance with Article II.24.3.

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

The time limit for the Agency to make the payment of the balance is 90 days.

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

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

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

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

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

Name of bank: CENTRAL STATE TREASURY BANI( OF ITALY

Precise denomination of the account holder: IMINISTRY OF ECONOMY ANO FINANCE  
REVOLVING FUND COMMUNITY POLICIES

Full account number (including bank codes): IT07E0100003245350200023211

IBAN code: IT07E0100003245350200023211

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

#### **6.1 Data controller**

The entity acting as a data controller according to Article II.6 shall be the Director of the Agency.

## **6.2 Communication details of the Agency**

Any communication addressed to the Agency by post or e-mail shall be sent to the following address:

Innovation and Networks Executive Agency (INEA)  
Department C - Connecting Europe Facility (CEF)  
Unit C5 Telecommunications

B-1049 Brussels

Fax: +32(0)2 297 37 27

E-Mail addresses:

For general communication: [inea@ec.europa.eu](mailto:inea@ec.europa.eu)

For the submission of requests for payment, reports and financial statements: [INEA-CEF-ICT@ec.europa.eu](mailto:INEA-CEF-ICT@ec.europa.eu)

Any communication addressed to the Agency by registered mail, courier service or hand-delivery shall be sent to the following address:

Innovation and Networks Executive Agency (INEA)  
Avenue du Bourget, 1  
B-1140 Brussels (Evere)

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

Any communication from the Agency to the beneficiaries shall be sent to the following addresses:

For Istituto Centrale per il Catalogo Unico delle biblioteche italiane e per le informazioni bibliografiche:

Antonio Davide Madonna

Project Manager

Viale del Castro Pretorio 105, 00185 Rome, Italy

E-mail address: [antoniodavide.madonna@beniculturali.it](mailto:antoniodavide.madonna@beniculturali.it)

## **ARTICLE 7 – ENTITIES AFFILIATED TO THE BENEFICIARIES**

Not applicable.

## **ARTICLE 8 - IMPLEMENTING BODIES DESIGNATED BY THE BENEFICIARIES**

Not applicable.

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

Not applicable.

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



## **ACCOUNTING PRACTICES**

In addition to the conditions set out in Article II.20.5, where, in accordance with point (v) of Article 3(a) the grant takes the form of the reimbursement of unit costs, lump sum costs or flat-rate costs declared by the beneficiary on the basis of its usual cost accounting practices, the beneficiary shall ensure that the cost accounting practices used are also in compliance with the conditions laid down in Commission Decision C(2016)478 of 3 February 2016.

## **ARTICLE 11 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

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

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

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

Not applicable.

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

Not applicable.

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

By way of derogation from point (h) of Article II.19.2, amounts of value added tax (VAT) paid are not eligible for the following beneficiaries: National Archives of Hungary, Istituto Centrale per il Catalogo Unico delle biblioteche italiane e per le informazioni bibliografiche, Biblioteca Județeană Octavian Goga Cluj – Octavian Goga Cluj County Library, Ajuntament de Girona - Centre de Recerca i Difusió de la Imatge (CRDI) and National Library of Scotland.

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

Not applicable.

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

Not applicable.

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

Article II.11 is not applicable.

## **ARTICLE 18 — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES**

## **NOT RECEIVING EU FUNDING**

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

## **ARTICLE 22 – IMPLEMENTATION OF ACTIVITIES NOT FINANCIALLY SUPPORTED UNDER THE AGREEMENT**

Not applicable.

## **SIGNATURES**

For the coordinator

For the Agency

Simonetta Buttò

Andreas Boschen

Done at Rome, on

Done at Brussels, on

In duplicate in English



## **ANNEX I**

### **DESCRIPTION OF THE ACTION**

#### **ARTICLE I.1 – SCOPE AND OBJECTIVES OF THE ACTION**

Europeana Sport Action aims to increase the amount of high quality content and metadata accessible through Europeana Platform on the theme of sport.

The Action takes a thematic approach in the aggregation, curation and presentation of cultural heritage content in Europeana, aiming to improve the sport thematic content on Europeana. It will showcase cultural treasures relating to sporting heritage and tell users the story of the development and history of sports in Europe. The topic of sport has a pan-European significance and potential to attract high attention and increase visibility and user engagement. The Action is timely, coinciding with 2020 UEFA European Football Championship and summer Olympics 2020 in Japan, both now being held in 2021.

The Action aims to improve the Europeana Sport thematic content in two ways.

Firstly, it will engage nine partners who will aggregate and curate cultural heritage content in Europeana. The partners will supply approximately 23,900 new digital objects relating to sporting heritage and improve 5,050 objects already ingested in Europeana through curation and contextualisation activities, thus enriching the Europeana Sport thematic content. The partners will supply text, images and audiovisual material relating to sporting heritage and culture across Europe, in different languages, from different countries and time periods.

Secondly, the Action will also contribute to approximately 250 high quality, user-generated stories by organising a series of participatory events across Europe. The Action will hold a series of participatory collection day events inviting the public to share their stories and memories relating to sport in each of the EU Member States in which partners are based. These Member States are also those hosting the 2021 UEFA European Football Championship matches being held in 12 countries across Europe, aiming to gain momentum from sporting championships being held in 2021 (UEFA, Olympic Games, Wimbledon, French Open etc). These events will also raise awareness of Europeana by the general public, encouraging the use of Europeana across Europe.

The Action will also increase the pan-European reach of the Europeana Platform by involving new cultural institutions holding relevant collections and promoting digital innovation amongst cultural institutions by providing them training and expert support.

As a theme, sport intersects with other topics such as cultural diversity, discrimination, social exclusion and poverty, gender equality, youth empowerment, migration and more. Europeana Sport will generate rich user experience and high audience engagement by curating stories to bringing rich Europeana content closer to the users as well as engaging European citizens in their local communities at participatory events.

#### **ARTICLE I.2 – LOCATION OF THE ACTION**

I.2.1 Member State(s): Belgium, Hungary, Ireland, Italy, Netherlands, Romania, Spain, United Kingdom

I.2.2 EEA country(ies): not applicable

I.2.3 Third country(ies): not applicable

### ARTICLE I.3 – ACTIVITIES

I.3.1 Activities timetable

Activity number	Activity title	Indicative start date	Indicative end date	Milestone number
1	Selection of content	01/10/2020	01/12/2020	1, 2
2	Processing content	01/10/2020	31/12/2021	3
3	Engagement through participatory events	01/04/2021	31/12/2021	4, 5
4	Editorial	01/12/2020	31/12/2021	6, 7
5	Project management and sustainability	01/10/2020	31/01/2022	11, 12
6	Communication and dissemination	01/10/2020	31/12/2021	8, 9, 10

I.3.2 Activities description

#### **Activity 1: Selection of content**

This activity covers a selection of relevant datasets and objects on the theme of sport. The list of data sets, objects and collections will expand and increase the search query on which the thematic content is based. It will also inform the list of data to be improved for featuring in the curated experiences of this Action and the thematic content.

The content to be added includes newspapers, photography and ephemeral as well as audiovisual documentation of sporting heritage. These collections are of exceptional value not only in demonstrating and telling the story of sport heritage and culture but also of social and cultural history of communities, cities, countries and all of Europe. The content will cover the lives and achievements of individual sports people, records relating to sports clubs and their activities, stories relating to sporting communities as well as large national and international sporting events and championships such as national sport leagues and the Olympic Games. This richness in diversity is considered to provide an attractiveness for both educational users and other user groups.

The final list per data provider will show the quality of content according to the Europeana Publishing Framework (EPF). During this activity a selection of relevant objects will take place and the topic of sports will be further explored.

The list below summarises the content to be provided by each partner distinguishing between the new content (i.e. content not yet in Europeana) and improvements of the already existing content.

Stichting Europeana

- New content provided: 250 stories and associated objects (user generated content) resulting from a series of sports collection days to be held across Europe
- Europeana existing Content Tier: min. Tier 2
- Aggregator: Directly to Europeana

#### National Archives of Hungary

- New content provided: 200 digital objects including records, photos and documents related to the past of national and international sports life
- Europeana existing Content Tier: Tier 3
- Aggregator: Archives Portal Europe

#### ICCU

- New content provided: 2,500 resources, mainly represented by periodical newspapers and magazines
- Europeana existing Content Tier: Tier 3
- Aggregator: Cultura Italia

#### Michael Culture

- New content provided: 300 new objects
- Improvements to already existing content: improvements to the quality of 5.000 data already ingested via Athena, Linked Heritage, AthenaPlus and Museu
- Europeana existing Content Tier: Tier 2 (improvements) - Tier 3 (new content)
- Aggregator: Museu

#### BEELD EN GELUID

- New content provided: 200 objects coming from the Dutch newsreels collection Open Images and ranging from sports such as soccer and horse racing, to olympics and championships as well as cultural traditions and political-historical events
- Europeana existing Content Tier: Tier 3-4
- Aggregator: EUScreen

#### CRDI - Ajuntament de Girona

- New content provided: 20,000 new photographs documenting sporting activities in the Girona region
- Improvements to already existing content: Europeana Content Tier: Enrichment of the metadata of 50 films already published in Athena Plus
- Europeana existing Content Tier: Tier 3-4
- Aggregator: Photoconsortium; Museu

#### Octavian Goga Cluj County Library

- New content provided: 200 new digital objects including documents and photos of leading athletes, champions at international level, as well as photos that document the sport for everyone in the communist era
- Europeana existing Content Tier: Tier 3
- Aggregator: Cluj County Library

#### National Library of Scotland

- New content provided: 200 high quality digital objects to the project including texts, photographs, and moving image and ranging from key histories of sports, clubs and sports



people to sporting ephemera

- Europeana existing Content Tier: mostly Tier 4
- Aggregator: Directly to Europeana

EPIC Ireland CHQ DAC

- New content provided: 50 new, high quality digitised objects relating to Irish diaspora sporting heritage (user generated content)
- Europeana existing Content Tier: Tier 2-3
- Aggregator: Directly to Europeana

Total amount of content

- 23.900 new digital objects
- 5.050 improved digital objects

The activity is broken down into 3 tasks:

Task 1.1 Develop set of datasets and objects already on Europeana

Under this task, each partner providing data will identify which objects on Europeana can be considered part of the topic of this thematic content and incorporated into the thematic content. Additional keywords and other metadata that are relevant to the theme will be noted, which will further develop the search query that the thematic content will work with.

Task 1.2 Selection of already digitised material not on Europeana

Under this task, each partner providing data will identify digital objects and collections, relevant to the theme, which are not already on Europeana and which they will make available. As part of this task, the quality according to EPF is checked and partners will identify what is needed to ingest the metadata into Europeana. The evaluation of quality will inform task 1.3 and evaluate how these objects can be improved.

Task 1.3 Identification of data for improvement of data

Under this task, each partner will investigate how their current objects on Europeana can be improved by increasing the quality of content and metadata, according to the EPF.

Based on the identified data, collections and datasets, an improvement plan to improve the data towards to highest possible tiers of the EPF will be created and executed. For thematic content to be featured in Europeana, tier 2 or above is required, which will be the baseline to upgrade the data towards. However, higher tiers will be achieved if possible.

This activity will be led by National Library of Scotland.

## **Activity 2: Processing content**

This activity aims at ingesting the objects identified under activity 1 into the Europeana Platform. Objects will be ingested using the standard Europeana aggregation methods. All material will be ingested in accordance with the Europeana Publishing Guidelines.

The minimum standard of quality of the objects to be digitized will be tier 2 or above in line with the findings under activity 1 and 2.

The activity is broken down into 4 tasks.

#### Task 2.1 Ingestion of new material into Europeana

Newly selected objects from task 1.2 will be ingested into Europeana under this task. Newly digitised objects will have high quality and will be ingested into Europeana using the standard Europeana aggregation methods. All material will be ingested into Europeana in accordance with the Europeana Publishing Guidelines. The following aggregators will be used to ingest the content: APE, CulturalItalia, Digital Repository of Ireland, EUScreen, Museu, Photoconsortium, Cluj County Library. Data providing partners will contribute to improving the discoverability and multilinguality of their content, mapping keywords (subject terms, sport terms and names of places) used in the datasets they are providing to Europeana to concepts published in Linked Open Data resources, like:

- the Getty's Art and Architecture Thesaurus AAT (subject terms)
- Geonames (modern place names)
- Wikidata (sport terms).

Michael Culture will make available the list of terms on Sport present in Wikidata, already selected during the sport campaign in another project, the Crowd Heritage (2017-EU-IA-0161 funded by CEF programme).

#### Task 2.2 Re-ingestion of improved material in Europeana

Objects that will be identified as subject to improvement under task 1.3 will be ingested to Europeana only when the improvement is done or if it does not affect the activity of ingestion of the metadata.

Partners providing data will contribute to improving the discoverability and multilinguality of their content, by mapping keywords (subject terms, sport terms and names of places) used in the datasets they are providing to Europeana to concepts published in Linked Open Data resources, like:

- the Getty's Art and Architecture Thesaurus AAT (subject terms)
- Geonames (modern place names)
- Wikidata (sport terms).

#### Task 2.3 Ingestion of stories from collection days

Stories which are collected at collection days and online events under task 3.3 will be ingested and marked as user generated content in Europeana using the Europeana Contribute UGC online form. Metadata will be ingested with CC0 licence, with digital objects labelled with the appropriate rights statement license.

#### Task 2.4 Copyright support

The task will organise IP and copyright (online) two workshops to discuss licensing and copyright issues among partners with respect to digitised sporting heritage.

This activity will be led by Michael Culture.

Michael Culture will subcontract tasks related to technical support for new content providers in order to assist them in configuring their platforms and metadata exports and also for current or new content providers in order to assist them in digitisation procedures to conform with the requirements of Europeana.

### **Activity 3: Engagement through participatory events**

This activity will raise awareness of Europeana by the general public by organising a series of participatory (physical and online) events.

The Action will hold a 10-event participatory campaign inviting the public to share their stories and memories relating to sport in each of the EU Member States where partners are based. These Member States are also those hosting the 2021 UEFA European Football Championship matches being held in 12 countries across Europe, as well as aiming at promotion and audience engagement from summer sporting championships being held in 2021.

User stories will be captured through the dedicated Europeana Contribute online tool. The form is adapted for use at offline physical events, online events and for European citizens to enter their stories and objects individually online. The form allows users to enter their personal details, remaining anonymous if they wish and respecting privacy. Users can enter their stories and attach topics via a standardised UNESCO cultural vocabulary as metadata, as well as location information. This metadata will be ingested with CC0 licence. Users can upload individual or multiple digital objects to illustrate the stories. Digital objects are labelled with the appropriate rights statement license.

Each participant is allocated from 1,000 to 2,000 euros in organising the collection days (logistics, catering costs, flyers, prints, translations, etc.). Europeana Foundation, as leader of the activity 3, is assigned 11,000 euro to cover the additional costs related to its participation in all the collection days organised by the partners throughout Europe.

This activity is led by Europeana Foundation.

The activity is broken down into 3 tasks.

#### **Task 3.1 Capacity building for event organisation**

Europeana Platform along with the partners will organise training activities (physical or virtual, where appropriate) and prepare guidelines, toolkits and other materials to ensure successful running of the collection events. A minimum of four online workshops and webinars will be made available to partners and CHIs external to the Action. These will contribute to the future development of the Europeana Capacity Building Framework.

#### **Task 3.2 Engagement events**

Partners will collaborate to organise a series of ten collection day engagement events across Europe using the Contribute User Generated Content (UGC) platform as developed by Europeana. Events will be organised by Europeana Foundation in cooperation with the local organising partners NISV, CDRI, CLUJ, NAH, EPIC, NLS, MCA and ICCU. Events will be



held in physical locations or online, following national guidelines with regard to the Covid-19 pandemic. These events will attract diverse audiences of European citizens (curators, culture professionals, educators and researchers, culture and sport enthusiasts, etc.) to share their stories and memories relating to sport, and will to raise their awareness of Europeana and its collections.

Themes for events will include general sporting activity or more specific themes relating to individual or team sports. The events will show the richness and diversity of sporting history in Europe through the collection of stories and memorabilia from fans, players, enthusiasts and past sporting heroes. Partners will pay special attention to how the sport theme intersects with other topics, such as cultural diversity, discrimination, social exclusion and poverty, gender equality, youth empowerment, migration and more.

### Task 3.3 Editing and digitisation of user-generated content

Under this task, all partners will prepare the stories for publication and edit the digitised objects using the Contribute UGC tool developed by Europeana. Partners will record, transcribe and write the stories based on the interviews of members of the public. Partners will also organise the digitisation of objects shared by members of the public. Attention will be paid to accuracy and metadata quality.

### **Activity 4: Editorial**

In this activity, the partners will curate cultural heritage material on the theme of sport with the aim of providing the best possible curated experience for the intended user. The aim is to produce 40 editorial outputs, which will follow the editorial policy of Europeana Platform.

ICCU will subcontract costs related to support in the creation and translation of the editorial outputs (blogs and galleries) and for the translation into English of the user generated stories using the eTranslation tool.

This activity is led by Europeana Foundation.

This activity is broken down into 5 tasks:

#### Task 4.1 Selection of outstanding objects

A major part of the curation is to identify and select outstanding objects that illustrate the story to be told on sporting heritage. Each partner will identify outstanding objects and identify how these relate to the theme. The coordinator will collect these and coordinate with curators of each of the partners that will perform the work on creating the curatorial activities. Specific focus will be given on the rights of the objects, especially with regards to the re-use rights on commercial platforms, such as Facebook, Twitter and Pinterest. These objects will be highlighted in various editorials, all aimed at delivering a strong user experience.

#### Task 4.2 Create curation / editorial plan

Under this task, the partners will create a curation plan that will describe the work for the curation of the sport thematic content during the Action. The creation of the curation plan will

be based on the selection plan and on the data improvement plan developed in Activity 1 of milestone 1 and the curatorial activities. It will showcase cultural treasures relating to sporting heritage and tell the user the story of the development and history of sports in Europe. The plan will outline the major themes of the proposed curation, and identify appropriate editorial formats to best showcase the content identified under Activity 1. The editorial plan will be put in place and re-assessed on a regular basis, so the curation adapts to user feedback, interest and enthusiasm.

#### Task 4.3 Facilitate browsing of sporting content

Under this task, ways for users to browse cultural heritage content on Europeana, bringing users more quickly to content on sporting heritage, will be created. Partners will create and highlight 10 opportunities for users to browse sporting content, based on topics, people or individual sports, in order to bring users more quickly to relevant collections and content.

#### Task 4.4 Editorial outputs

The consortium will create 40 editorials on the theme of sport in Europe during highlighting in particular stories from the collection days organised under Task 3.2. These editorials include 30 blogs and galleries and up to 10 other browse discovery points (such as topic pages, card groups highlighting datasets). Themes include sport as played at local, national and international levels, the development of specific sports in particular countries, the stories of minority sports, histories of sporting clubs and communities as well as biographies and life-stories of individual sports people.

#### Task 4.5 Use of eTranslation tool for user-generated stories

To improve the discoverability and broaden the reach of the user-generated content, this task will focus on translating stories into English. This will also improve the multilinguality of the Europeana Platform. The consortium will test the eTranslation tool and provide case studies based on stories gathered through collection days. At each collection day, the partner will identify the most noteworthy stories and test translating these stories from native language into English.

### **Activity 5: Project management and sustainability**

This activity aims at coordinating the consortium with respect to deadlines, costs and objectives in order to guarantee that all the milestones are met in due time making a correct use of the planned resources. This includes: coordinating the partners' work and facilitating the communication among the members of the consortium; maintaining a good working relationship with INEA and the European Commission; promptly managing the financial aspects of the Action, according to the rules of the Grant Agreement; managing creation, accession and possible amendments of the GA with the European Commission. Finally, the aim of this activity is also to develop a plan for the sustainability of the Europeana Sport thematic content beyond the end of the Action.

Each participant is allocated 2,000 euro to cover the travel and subsistence costs for attending two plenary meetings. ICCU will subcontract task(s) related to the development of the sustainability plan.

The activity is broken down into 2 tasks:

#### Task 5.1 Project management and finance

ICCU will perform the management of the Action. This includes:

- General coordination: maintaining the project vision; managing requests from partners and from the European Commission for potential changes to the Grant Agreement; overall legal and contractual management.
- Administrative and financial management: accounting and administering the EU contribution; distributing the funds to the partners according to the rules of the Grant Agreement; monitoring the partner's use of resources.
- Reporting to the European Commission: transmission of relevant documents; intermediate progress reporting; final reporting.
- Supervision of partners' work and quality assurance: maintaining a coherent view of the work and results; facilitating a project intranet for collecting work material and results; facilitating the communication between partners, through face-to-face and virtual meetings; initiating overall project start-up activities; following up on proper start and execution of activities and tasks; risk management.

The coordinator will organise two plenary meetings in Rome to plan the work and discuss the sustainability of the Europeana Sport thematic content, and regular virtual Project Management Board meetings to monitor the progress of the work, discuss possible issues and related corrective actions and plan the next steps. The costs to organise and to participate in the plenary meetings are included under this task.

#### Task 5.2 Create sustainability plan

Under this task, a plan will be created to sustain the thematic content, in relation to the curation plan. The sustainability plan will be composed of three parts:

1. An editorial plan that will cover a time period until 36 months after the end of the Action, to support and sustain the Europeana Sport thematic content.
2. Commitment of the participating institutions, who will continue to support the Europeana Sport thematic content in accordance with the editorial plan.
3. Commitment of Europeana Foundation, who will continue to support the Europeana Core Service Platform (CSP), which the Europeana Sport thematic content is based on.

ICCU will subcontract the development of the sustainability plan. All partners have been assigned half person month to contribute to the plan.

#### **Activity 6: Communication and dissemination**

During this activity the results of the Action, the editorial outputs, the events and the thematic content will be communicated to external audiences and stakeholders. All communications and publications related to the Action made by the partners will follow the publishing guidelines of INEA.

This activity will be led by EPIC Ireland CHQ DAC (EPIC).



EPIC will subcontract tasks related to hiring a graphic designer.

The activity is broken down into 4 tasks:

#### Task 6.1. Project communication and promotion plan

The Action will develop a project communication plan that describes how it will be communicated to the external partners, especially members of the Europeana Network. The communication and dissemination plan will be aligned with the communication and dissemination activities of Europeana Core Service Platform. The communication plan will target researchers, educators and the general public with the aim of encouraging them to engage with the material assembled for the purpose of the Action. With the help of key marketing activities such as social media and more traditional marketing methods, the themes and stories that evolve from Europeana Sport will be publicised to create greater awareness of the multi layered, culturally diverse European heritage. Cultural Institutions will be encouraged to communicate the thematic content to their networks in particular those of education and research. The Action will be promoted and benefit from a media outreach campaign in many Member States. By improving the Europeana Sports thematic content, this Action connects all Europeana target audiences: cultural heritage institutions, creative professionals, educators, researchers and culture enthusiasts.

#### Task 6.2 Event marketing and promotion plan

The Action will develop a marketing and communication plan with the aim of increasing attendance at physical and online collection events organised under Task 3.3 The plan will outline the intended target audiences and describe the methods and channels that will be used to communicate to these audiences. The plan will feature advertising methods, press and media releases as well as social media activity. Templates will be created for partners and other organisations to promote their events, aiming to increase ‘attendance’ and encouraging European citizens to share their stories. The marketing and promotional plan will ensure that there is consistency across all partner sites and social media channels.

#### Task 6.3 Social media campaign

Partners will conduct a social media campaign through their social media profiles to engage people to come to the events and also submit stories online. The project consortium will leverage on Europeana’s existing branding and communications channels, in addition to those of the partners. Social media will be used to publicise the themes and stories that evolve from Europeana Sport to create awareness of the multi-layered, culturally diverse European sporting heritage.

#### Task 6.4 Post-collection communication plan

A post-collection communication plan will be developed targeting media across Europe, collecting together some of the stories behind the items collected to create awareness of the multi-layered, culturally diverse European sporting heritage.

### **ARTICLE I.4 – MILESTONES AND MEANS OF VERIFICATION**

<b>Milestone number</b>	<b>Milestone description</b>	<b>Indicative completion date</b>	<b>Means of verification</b>
<b>1</b>	Selection plan	30/11/2020	Document ready
<b>2</b>	Data improvement plan	30/11/2020	Document ready
<b>3</b>	Objects ingested	30/09/2021	Metadata available at Europeana. Report of Europeana Core Service Platform available
<b>4</b>	Event training materials	30/04/2021	Materials ready and available
<b>5</b>	Collection days held	30/09/2021	Event organised and user generated stories created
<b>6</b>	Editorial plan	28/02/2021	Document ready
<b>7</b>	Editorial outputs on published	31/12/2021	40 blogs or galleries published on Europeana
<b>8</b>	Project Communication Plan	28/02/2021	Document ready
<b>9</b>	Event marketing and promotion plan	30/04/2021	Document ready
<b>10</b>	Social media campaign	31/10/2021	Social media campaign completed. Results communicated to the EC
<b>11</b>	Sustainability plan	30/11/2021	Document ready
<b>12</b>	Compliance with Europeana Core Service Platform	15/01/2022	Email from DG CNECT that confirms compliance of the Action's Core Service with Europeana Platform

## **ANNEX II**

### **GENERAL CONDITIONS**

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## **PART A – LEGAL AND ADMINISTRATIVE PROVISIONS**

### **ARTICLE II.1 – GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES**

#### **II.1.1 General obligations and role of the beneficiaries**

The beneficiaries shall:

- (a) be jointly and severally responsible for carrying out the action in accordance with the terms and conditions of the Agreement;
- (b) be responsible for complying with any legal obligations incumbent on them jointly or individually under applicable EU, international and national law;
- (c) make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of this Agreement; where provided for in the Special Conditions, those arrangements shall take the form of an internal co-operation agreement between the beneficiaries.

#### **II.1.2 General obligations and role of each beneficiary**

Each beneficiary shall:

- (a) inform the coordinator immediately of any events or circumstances likely to affect or delay the implementation of the action of which the beneficiary is aware;
- (b) inform the coordinator immediately of any change in its legal, financial, technical, organisational or ownership situation or of its affiliated entities and of any change in its name, address or legal representative or of its affiliated entities;
- (c) submit in due time to the coordinator:
  - (i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
  - (ii) all the necessary documents in the event of audits, checks or evaluation in accordance with Article II.27;
  - (iii) any other information to be provided to the Agency according to the Agreement, except where the Agreement requires that such information is submitted directly by the beneficiary to the Agency.

#### **II.1.3 General obligations and role of the coordinator**

The coordinator shall:

- (a) monitor that the action is implemented in accordance with the Agreement;

- (b) be the intermediary for all communications between the beneficiaries and the Agency, except where provided otherwise in the Agreement, and, in particular, the coordinator shall:
  - (i) immediately provide the Agency with the information related to any change in the name, address, legal representative as well as in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of its affiliated entities, or to any events or circumstances likely to affect or delay the implementation of the action, of which the coordinator is aware;
  - (ii) bear responsibility for supplying all documents and information to the Agency which may be required under the Agreement, except where provided otherwise in the Agreement; this includes responsibility for submitting the deliverables identified in Annex I, in accordance with the timing and conditions set out in it; where information is required from the other beneficiaries, the coordinator shall bear responsibility for obtaining and verifying this information before passing it on to the Agency;
- (c) make the appropriate arrangements for providing any financial guarantees required under the Agreement;
- (d) establish the requests for payment in accordance with the Agreement;
- (e) ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;
- (f) bear responsibility for providing all the necessary documents in the event of checks and audits initiated before the payment of the balance, and in the event of evaluation in accordance with Article II.27.

The coordinator shall not subcontract any part of its tasks to the other beneficiaries or to any other party.

## **ARTICLE II.2 – COMMUNICATIONS BETWEEN THE PARTIES**

### **II.2.1 Form and means of communications**

Any communication relating to the Agreement or to its implementation shall be made in writing (in paper or electronic form), shall bear the number of the Agreement and shall be made using the communication details identified in Article 6.

Electronic communications shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

Formal notifications shall be made by registered mail with return receipt or equivalent, or by electronic mail, which provides the sender with compelling evidence that the message was delivered to the specified recipient.

## **II.2.2 Date of communications**

Any communication is deemed to have been made when it is received by the receiving party, unless the agreement refers to the date when the communication was sent.

Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in Article 6. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in Article 6. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Agency using the postal services is considered to have been received by the Agency on the date on which it is registered by the department identified in Article 6.2.

Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

## **ARTICLE II.3 – LIABILITY FOR DAMAGES**

**II.3.1** The Agency shall not be held liable for any damage caused or sustained by any of the beneficiaries, including any damage caused to third parties as a consequence of or during the implementation of the action.

**II.3.2** Except in cases of force majeure, the beneficiaries shall compensate the Agency for any damage sustained by it as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement.

## **ARTICLE II.4 - CONFLICT OF INTERESTS**

**II.4.1** The beneficiaries shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional life or any other shared interest with the Agency, or any third party related to the subject matter of the Agreement (“conflict of interests”).

**II.4.2** Any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement shall be notified to the Agency, in writing, without delay. The beneficiaries shall immediately take all the necessary steps to rectify this situation. The Agency reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

## **ARTICLE II.5 – CONFIDENTIALITY**

**II.5.1** The Agency and the beneficiaries shall preserve the confidentiality of any information

and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential. It does not include information that is publicly available.

**II.5.2** The Agency and the beneficiaries shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed with the other party in writing.

**II.5.3** The Agency and the beneficiaries shall be bound by the obligations referred to in Articles II.5.1 and II.5.2 during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless:

- (a) the party concerned agrees to release the other party from the confidentiality obligations earlier;
- (b) the confidential information or documents become public through other means than a breach of the confidentiality obligations;
- (c) the disclosure of the confidential information or documents is required by law.

## **ARTICLE II.6 – PROCESSING OF PERSONAL DATA**

### **II.6.1 Processing of personal data by the Agency**

Any personal data included in the Agreement shall be processed by the Agency pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

Such data shall be processed by the data controller identified in Article 6.1 solely for the purposes of the implementation, management and monitoring of the Agreement or to protect the financial interests of the EU, including checks, audits and investigations in accordance with Article II.27.

The beneficiaries shall have the right of access to their personal data and the right to rectify any such data. Should the beneficiaries have any queries concerning the processing of their personal data, they shall address them to the data controller, identified in Article 6.1.

The beneficiaries shall have the right of recourse at any time to the European Data Protection Supervisor.

### **II.6.2 Processing of personal data by the beneficiaries**

The beneficiaries must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The access to data that the beneficiaries grant to their personnel shall be limited to the extent strictly necessary for the implementation, management and monitoring of the Agreement.



The beneficiaries undertake to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned, in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
  - (i) unauthorised reading, copying, alteration or removal of storage media;
  - (ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
  - (iii) unauthorised use of data-processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Agency;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design their organisational structure in such a way that it meets data protection requirements.

## **ARTICLE II.7 – VISIBILITY OF UNION FUNDING**

### **II.7.1 Information on Union funding and use of European Union emblem**

Unless the Agency requests or agrees otherwise, any communication or publication related to the action, made by the beneficiaries jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall indicate that the action has received funding from the Union and shall display the European Union emblem.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer to the beneficiaries a right of exclusive use. The beneficiaries shall not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

For the purposes of the first, second and third subparagraphs and under the conditions specified therein, the beneficiaries are exempted from the obligation to obtain prior

permission from the Agency to use the European Union emblem.

## **II.7.2 Disclaimers excluding Agency responsibility**

Any communication or publication related to the action, made by the beneficiaries jointly or individually in any form and using any means, shall indicate that it reflects only the author's view and that the Agency is not responsible for any use that may be made of the information it contains.

## **ARTICLE II.8 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

### **II.8.1 Ownership of the results by the beneficiaries**

Unless stipulated otherwise in the Agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the beneficiaries.

### **II.8.2 Pre-existing rights**

Pre-existing material is any materials, document, technology or know-how which exists prior to the beneficiary using it for the production of a result in the implementation of the action. Pre-existing right is any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a licence right and/or a right of use belonging to the beneficiary or any other third parties.

If the Agency sends the beneficiaries a written request specifying which of the results it intends to use, the beneficiaries must:

- (a) establish a list specifying all pre-existing rights included in those results; and
- (b) provide this list to the Agency at the latest with the request for payment of the balance.

The beneficiaries shall ensure that they or their affiliated entities have all the rights to use any pre-existing rights during the implementation of the Agreement.

### **II.8.3 Rights of use of the results and of pre-existing rights by the Agency**

The beneficiaries grant the Agency the following rights to use the results of the action:

- (a) for its own purposes, and in particular, to make available to persons working for the Agency, Union institutions, other Union agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- (b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;

- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- (e) adaptation: the right to modify the results;
- (f) translation;
- (g) the right to store and archive the results in line with the document management rules applicable to the Agency, including digitalisation or converting the format for preservation or new use purposes;
- (h) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms 'reuse' and 'document' have the meanings given to them by Decision 2011/833/EU.

Additional rights of use for the Agency may be provided for in the Special Conditions.

The beneficiaries shall warrant that the Agency has the right to use any pre-existing rights, which have been included in the results of the action. Unless specified otherwise in the Special Conditions, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results of the action.

Information about the copyright owner shall be inserted when the result is divulged by the Agency. The copyright information shall read: "© – [year] – [name of the copyright owner]. All rights reserved. Licenced to the Innovation and Networks Executive Agency under conditions.".

If the beneficiaries grant rights of use to the Agency, this does not affect their confidentiality obligations under Article II.5 or the beneficiaries' obligations under Article II.1.

## **ARTICLE II.9 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION**

**II.9.1** Where the implementation of the action requires the procurement of goods, works or services, the beneficiaries shall award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, they shall avoid any conflict of interests.

The beneficiaries shall ensure that the Agency, the Commission, the European Anti-

Fraud Office (OLAF) and the European Court of Auditors may exercise their rights under Article II.27 also towards the contractor.

**II.9.2** Beneficiaries acting in their capacity of 'contracting authorities' within the meaning of Directive 2004/18/EC<sup>1</sup> or Directive 2014/24/EU<sup>2</sup> or any previous applicable Union legislation or 'contracting entities' within the meaning of Directive 2004/17/EC<sup>3</sup> or Directive 2014/25/EU<sup>4</sup> or any previous applicable Union legislation must comply with the applicable national public procurement rules.

**II.9.3** The beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Agreement. The beneficiaries shall ensure that any procurement contract contains provisions stipulating that the contractor has no rights vis-à-vis the Agency under the Agreement.

**II.9.4** The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5 and II.8 are also applicable to the contractor.

**II.9.5** Where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs:

- If a beneficiary breaches any of its obligations under Article II.9.1, the costs related to the contract concerned shall be ineligible;
- If a beneficiary breaches any of its obligations under Article II.9.2, II.9.3 or II.9.4, the grant may be reduced in proportion to the seriousness of the breach of obligations.

Where, in accordance with Article 3(b), (c) or (d) the grant takes the form of a unit, lump sum or flat-rate contribution, if a beneficiary breaches any of its obligations under Article II.9.1, II.9.2, II.9.3 or II.9.4, the grant may be reduced in proportion to the seriousness of the breach of obligations.

## **ARTICLE II.10 – SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION**

**II.10.1** A "subcontract" is a procurement contract within the meaning of Article II.9, which covers the implementation by a third party of tasks forming part of the action as described in Annex I.

**II.10.2** Beneficiaries may subcontract tasks forming part of the action, provided that, in addition to the conditions specified in Article II.9.1, the following conditions are complied with:

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<sup>1</sup> Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts

<sup>2</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

<sup>3</sup> Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors

<sup>4</sup> Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC



- (a) subcontracting does not cover core tasks of the action;
- (b) recourse to subcontracting is justified having regard to the nature of the action and what is necessary for its implementation;
- (c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex III;
- (d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the coordinator and approved by the Agency. The Agency may grant approval:
  - (i) before any recourse to subcontracting, if the beneficiaries request an amendment as provided for in Article II.12; or
  - (ii) after recourse to subcontracting if the subcontracting:
    - is specifically justified in the interim or final technical report referred to in Article II.23.2; and
    - does not entail changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

**II.10.3** Beneficiaries acting in their capacity of 'contracting authorities' within the meaning of Directive 2004/18/EC and Directive 2014/24/EU<sup>5</sup> or any previous applicable Union legislation or contracting entities within the meaning of Directive 2004/17/EC and Directive 2014/25/EU<sup>6</sup> or any previous applicable Union legislation must comply with the applicable national public procurement rules.

**II.10.4** The beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Agreement. The beneficiaries shall ensure that any subcontract contains provisions stipulating that the subcontractor has no rights vis-à-vis the Agency under the Agreement.

**II.10.5** The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5, II.7 and II.8 are also applicable to the subcontractor.

**II.10.6** Where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs:

- If a beneficiary breaches any of its obligations under Article II.10.2, the costs related to the subcontract concerned shall be ineligible;
- If a beneficiary breaches any of its obligations under Article II.10.3, II.10.4 or II.10.5, the grant may be reduced in proportion to the seriousness of the breach of

<sup>5</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

<sup>6</sup> Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC

obligations.

Where, in accordance with Article 3(b), (c) or (d) the grant takes the form of a unit, lump sum or flat-rate contribution if a beneficiary breaches any of its obligations under Article II.10.2, II.10.3, II.10.4 or II.10.5, the grant may be reduced in proportion to the seriousness of the breach of obligations.

## **ARTICLE II.11 - FINANCIAL SUPPORT TO THIRD PARTIES**

**II.11.1** Where the implementation of the action requires giving financial support to third parties, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:

- (a) the maximum amount of financial support, which shall not exceed EUR 60 000 for each third party except where the financial support is the primary aim of the action as specified in Annex I;
- (b) the criteria for determining the exact amount of the financial support;
- (c) the different types of activity that may receive financial support, on the basis of a fixed list;
- (d) the definition of the persons or categories of persons which may receive financial support;
- (e) the criteria for giving the financial support.

The beneficiaries shall ensure that the Agency, the Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors may exercise their rights under Article II.27 also towards the third parties receiving financial support.

**II.11.2** By way of derogation from Article II.11.1, in case the financial support takes the form of a prize, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:

- (a) the conditions for participation;
- (b) the award criteria;
- (c) the amount of the prize;
- (d) the payment arrangements.

The beneficiaries shall ensure that the Agency, the Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors may exercise their rights under Article II.27 also towards the third parties receiving a prize.

**II.11.3** The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5, II.7 and II.8 are also applicable to the third parties receiving financial

support.

**II.11.4** Where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs:

- If a beneficiary breaches any of its obligations under Article II.11.1 or II.11.2, the costs related to the financial support shall be ineligible;
- If a beneficiary breaches any of its obligations under Article II.11.3, the grant may be reduced in proportion to the seriousness of the breach of obligations.

Where, in accordance with Article 3(b), (c) or (d) the grant takes the form of a unit, lump sum or flat-rate contribution if a beneficiary breaches any of its obligations under Article II.11.1 II.11.2 or II.11.3, the grant may be reduced in proportion to the seriousness of the breach of obligations.

## **ARTICLE II.12 – AMENDMENTS TO THE AGREEMENT**

**II.12.1** Any amendment to the Agreement shall be made in writing.

**II.12.2** An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

**II.12.3** Any request for amendment shall be duly justified, be accompanied by appropriate supporting documents and shall be sent to the other party in due time before it is due to take effect, and in any case three months before the end of the period set out in Article 2.2, except in cases duly substantiated by the party requesting the amendment and accepted by the other party.

**II.12.4** A request for amendment on behalf of the beneficiaries shall be submitted by the coordinator. If a change of coordinator is requested without its agreement, the request shall be jointly submitted by all other beneficiaries or shall be submitted by a beneficiary acting on behalf of all beneficiaries, and shall be accompanied by the opinion of the coordinator or proof that this opinion has been requested in writing.

**II.12.5** Amendments shall enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

Amendments shall take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

## **ARTICLE II.13 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES**

**II.13.1** Claims for payments of the beneficiaries against the Agency may not be assigned to third parties, except in duly justified cases where the situation warrants it.

The assignment shall only be enforceable against the Agency if it has accepted the

assignment on the basis of a written and reasoned request to that effect made by the coordinator on behalf of the beneficiaries.

In the absence of such an acceptance, or in the event of failure to observe the terms thereof, the assignment shall have no effect on the Agency.

**II.13.2** In no circumstances shall such an assignment release the beneficiaries from their obligations towards the Agency.

## **ARTICLE II.14 – FORCE MAJEURE**

**II.14.1** "*Force majeure*" shall mean any unforeseeable, exceptional situation or event beyond the parties' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part or on the part of subcontractors, affiliated entities, implementing bodies or third parties in receipt of financial support and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, as well as labour disputes, strikes or financial difficulties cannot be invoked as *force majeure*, unless they stem directly from a relevant case of *force majeure*.

**II.14.2** A party faced with *force majeure* shall formally notify the other party without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

**II.14.3** The parties shall take the necessary measures to limit any damage due to *force majeure*. They shall do their best to resume the implementation of the action as soon as possible.

**II.14.4** The party faced with *force majeure* shall not be held to be in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

## **ARTICLE II.15 – SUSPENSION OF THE IMPLEMENTATION OF THE ACTION**

### **II.15.1 Suspension of the implementation by the beneficiaries**

The coordinator, on behalf of the beneficiaries, may suspend the implementation of the action or any part thereof, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*. The coordinator shall inform the Agency without delay, giving the reasons for suspension, including details about the date or period when the exceptional circumstances occurred and the expected date of resumption.

Unless the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.16.1, II.16.2 or points (c) or (d) of Article II.16.3.1, the coordinator shall, once the circumstances allow resuming the implementation of the action, inform the Agency immediately and present a request for amendment of the Agreement as provided for in Article II.15.3.



## **II.15.2 Suspension of the implementation by the Agency**

### **II.15.2.1** The Agency may suspend the implementation of the action or any part thereof:

- (a) if the Agency has evidence that a beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement or if a beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Agency has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or serious breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant;
- (c) if the Agency suspects substantial errors, irregularities, fraud or breach of obligations committed by a beneficiary in the award procedure or in the implementation of the Agreement and needs to verify whether they have actually occurred; or
- (d) following an evaluation of the progress of the project, in particular in the event of major delays in the implementation of the action.

### **II.15.2.2** Before suspending the implementation the Agency shall formally notify the coordinator of its intention to suspend, specifying the reasons thereof, and, in the cases referred to in points (a), (b) and (d) of Article II.15.2.1, the necessary conditions for resuming the implementation. The coordinator shall be invited to submit observations on behalf of all beneficiaries within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the coordinator, the Agency decides to stop the suspension procedure, it shall formally notify the coordinator thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the suspension procedure, it may suspend the implementation by formally notifying the coordinator thereof, specifying the reasons for the suspension and, in the cases referred to in points (a), (b) and (d) of Article II.15.2.1, the definitive conditions for resuming the implementation or, in the case referred to in point (c) of Article II.15.2.1, the indicative date of completion of the necessary verification.

The coordinator shall inform the other beneficiaries immediately. The suspension shall take effect five calendar days after the receipt of the notification by the coordinator or on a later date, where the notification so provides.

In order to resume the implementation, the beneficiaries shall endeavour to meet the notified conditions as soon as possible and shall inform the Agency of any

progress made in this respect.

Unless the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.16.1, II.16.2 or points (c), (i), (j), (k) or (o) of Article II.16.3.1, the Agency shall, as soon as it considers that the conditions for resuming the implementation have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the coordinator thereof and invite the coordinator to present a request for amendment of the Agreement as provided for in Article II.15.3.

### **II.15.3 Effects of the suspension**

If the implementation of the action can be resumed and the Agreement is not terminated, an amendment to the Agreement shall be made in accordance with Article II.12 in order to establish the date on which the action shall be resumed, to extend the duration of the action and to make any other modifications that may be necessary to adapt the action to the new implementing conditions.

The suspension is deemed lifted with effect as from the date of resumption of the action agreed by the parties in accordance with the first subparagraph and set out in the amendment. Such a date may be before the date on which the amendment enters into force.

Any costs incurred by the beneficiaries, during the period of suspension, for the implementation of the suspended action or the suspended part thereof, shall not be reimbursed or covered by the grant.

The right of the Agency to suspend the implementation is without prejudice to its right to terminate the Agreement or the participation of a beneficiary in accordance with Article II.16.3 and its right to reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

Neither party shall be entitled to claim damages due to a suspension by the other party.

## **ARTICLE II.16 – TERMINATION OF THE AGREEMENT**

### **II.16.1 Termination of the Agreement by the coordinator**

In duly justified cases, the coordinator, on behalf of all beneficiaries, may terminate the Agreement by formally notifying the Agency thereof, stating clearly the reasons and specifying the date on which the termination shall take effect. The notification shall be sent before the termination is due to take effect.

If no reasons are given or if the Agency considers that the reasons exposed cannot justify the termination, it shall formally notify the coordinator, specifying the grounds thereof, and the Agreement shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph of Article II.16.4.1. The termination takes effect on the day specified in the formal notification.

### **II.16.2 Termination of the participation of one or more beneficiaries by the coordinator**

In duly justified cases, the participation of any one or several beneficiaries in the Agreement may be terminated by the coordinator, acting on request of that beneficiary or those beneficiaries, or on behalf of all the other beneficiaries. When notifying such termination to the Agency, the coordinator shall include the reasons for the termination of the participation, the opinion of the beneficiary or beneficiaries the participation of which is terminated (or proof that this opinion has been requested in writing), the date on which the termination shall take effect and the proposal of the remaining beneficiaries relating to the reallocation of the tasks of that beneficiary or those beneficiaries or, where relevant, to the nomination of one or more replacements which shall succeed that beneficiary or those beneficiaries in all their rights and obligations under the Agreement, and a request for amendment as provided for in Article II.16.4.1. The notification shall be sent before the termination is due to take effect.

If the coordinator's participation is terminated without its agreement, the formal notification must be done by another beneficiary (acting on behalf of the other beneficiaries).

If no reasons are given or if the Agency considers that the reasons exposed cannot justify the termination, it shall formally notify the coordinator, specifying the grounds thereof, and the participation shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph of Article II.16.4.1. The termination takes effect on the day specified in the formal notification.

### **II.16.3 Termination of the Agreement or the participation of one or more beneficiaries by the Agency**

**II.16.3.1** The Agency may decide to terminate the Agreement or the participation of any one or several beneficiaries participating in the action, in the following circumstances:

- (a) if a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- (b) if, following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (c) if the beneficiaries do not implement the action as specified in Annex I or if a beneficiary fails to comply with another substantial obligation incumbent on it under the terms of the Agreement;
- (d) in the event of *force majeure*, notified in accordance with Article II.14, or in the event of suspension by the coordinator as a result of exceptional circumstances, notified in accordance with Article II.15, where resuming the implementation is impossible or where the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;

- (e) if a beneficiary or any person that assumes unlimited liability for the debts of that beneficiary comes under any of the situations provided for in points (a) or (b) of Article 106 (1) of the Financial Regulation<sup>7</sup>;
- (f) if a beneficiary or any related person, as defined in the second subparagraph, comes under any of the situations provided for in points (c), (d), (e) or (f) of Article 106 (1) or comes under Article 106 (2) of the Financial Regulation;
- (g) not applicable;
- (h) not applicable;
- (i) if the Agency has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement, including in the event of submission of false information or failure to submit required information;
- (j) if the Agency has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or serious breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant;
- (k) following an evaluation of the progress of the project, in particular in the event of major delays in the implementation of the action;
- (l) if the action has not started within two years of the starting date set out in Article 2.2 or, for grants for studies, if the action has not started within one year of the starting date set out in Article 2.2;
- (m) not applicable;
- (n) not applicable;
- (o) if the Agency has sent a beneficiary, through the coordinator, a formal notification asking it to end the participation of its affiliated entity because that entity is in a situation provided for in points (f), (i) or (j) and that beneficiary has failed to request an amendment ending the participation of the entity and reallocating its tasks.

For the purposes of points (f) and (i), "any related person" shall mean any person who has the power to represent the beneficiary or to take decisions on its behalf.

For the purposes of points (i) and (j), "fraud" shall mean any intentional act or

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<sup>7</sup> Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union.



omission affecting the Union's financial interests relating to the use or presentation of false, incorrect or incomplete statements or documents, to non-disclosure of information in violation of a specific obligation.

For the purposes of point (i), "substantial error" shall mean any infringement of a provision of an agreement resulting from an act or omission, which causes or might cause a loss to the Union's budget.

For the purposes of points (i) and (j), "irregularity" shall mean any infringement of a provision of Union law resulting from an act or omission by a beneficiary, which has or would have the effect of prejudicing the Union's budget.

**II.16.3.2** Before terminating the Agreement or the participation of any one or several beneficiaries, the Agency shall formally notify the coordinator of its intention to terminate, specifying the reasons thereof and inviting the coordinator, within 45 calendar days from receipt of the notification, to submit observations on behalf of all beneficiaries and, in the case of point (c) of Article II.16.3.1, to inform the Agency about the measures taken to ensure that the beneficiaries continue to fulfil their obligations under the Agreement.

If, after examination of the observations submitted by the coordinator, the Agency decides to stop the termination procedure, it shall formally notify the coordinator thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the termination procedure, it may terminate the Agreement or the participation of any one or several beneficiaries by formally notifying the coordinator thereof, specifying the reasons for the termination. The coordinator must immediately inform the other beneficiaries of the termination.

In the cases referred to in points (a), (b), (c), (e) and (k) of Article II.16.3.1, the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (i), (j), (l) and (o) of Article II.16.3.1, the termination shall take effect on the day following the date on which the formal notification was received by the coordinator.

#### **II.16.4 Effects of termination**

**II.16.4.1** Where the Agreement is terminated, payments by the Agency shall be limited to the amount determined in accordance with Article II.25 on the basis of the eligible costs incurred by the beneficiaries and the actual level of implementation of the action on the date when the termination takes effect. Costs relating to current commitments, which are not due for execution until after the termination, shall not be taken into account. The coordinator shall have 60 days from the date when the termination of the Agreement takes effect, as provided for in Articles II.16.1 and II.16.3.2, to produce a request for payment of the balance in accordance with Article II.23.2. If no request for payment of the balance is received within this time limit, the Agency shall not reimburse or cover any costs which are not

included in a financial statement approved by it or which are not justified in a technical report approved by it. In accordance with Article II.26, the Agency shall recover any amount already paid, if its use is not substantiated by the technical reports and, where applicable, by the financial statements approved by the Agency.

Where the participation of a beneficiary is terminated, the coordinator must submit a request for amendment including:

- (i) a proposal to reallocate the tasks of the beneficiary or beneficiaries concerned by the termination; and
- (ii) if necessary, the addition of one or more new beneficiaries to succeed the beneficiary or beneficiaries concerned in all their rights and obligations under the Agreement.

If the Agency terminates the participation of a beneficiary, the coordinator must submit the request for amendment within 60 calendar days from the day on which the termination takes effect. If the coordinator terminates the participation of a beneficiary, the request for amendment must be included in the formal notification of termination referred to in Article II.16.2.

If termination takes effect after the end of the implementation period, no request for amendment must be provided unless the beneficiary concerned is the coordinator. In this case, the request for amendment must propose a new coordinator.

If the request for amendment is rejected by the Agency, the Agreement may be terminated in accordance with Article II.16.3.1 (b). The request for amendment may be rejected if it calls into question the decision awarding the grant or is contrary to the equal treatment of applicants.

The beneficiary concerned shall submit to the coordinator a technical report and, where applicable, a financial statement covering the period from the end of the last reporting period according to Article 4.1.1 for which a report has been submitted to the Agency to the date on which the termination takes effect. The technical report and the financial statement shall be submitted in due time to allow the coordinator to draw up the corresponding payment request. Only those costs incurred by the beneficiary concerned up to the date when termination of its participation takes effect shall be reimbursed or covered by the grant. Costs relating to current commitments, which were not due for execution until after the termination, shall not be taken into account. The request for payment for the beneficiary concerned shall be included in the next payment request submitted by the coordinator in accordance with the schedule laid down in Article 4.

Where the Agency, in accordance with point (c) of Article II.16.3.1, is terminating the Agreement on the grounds that the coordinator has failed to produce the request for payment and, after a reminder, has still not complied with this obligation within the deadline set out in Article II.23.3, the first subparagraph shall apply, subject to the following:

- (a) there shall be no additional time period from the date when the termination of the Agreement takes effect for the coordinator to produce a request for payment of the balance in accordance with Article II.23.2; and

- (b) the Agency shall not reimburse or cover any costs incurred by the beneficiaries up to the date of termination or up to the end of the period set out in Article 2.2, whichever is the earlier, which are not included in a financial statement approved by it or which are not justified in a technical report approved by it.

In addition to the first, second and third subparagraphs, where the Agreement or the participation of a beneficiary is terminated improperly by the coordinator within the meaning of Articles II.16.1 and II.16.2, or where the Agreement or the participation of a beneficiary is terminated by the Agency on the grounds set out in points (c), (f), (i), (j), (k) and (o) of Article II.16.3.1, the Agency may also reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26, in proportion to the gravity of the failings in question and after allowing the coordinator, and, where relevant, the beneficiaries concerned, to submit their observations.

After termination, the concerned beneficiary's obligations continue to apply, in particular those under Articles 4, II.5, II.7, II.8, II.13, II.27 and any additional provisions on the use of the results, as set out in the Special Conditions.

**II.16.4.2** Where the Agency, in accordance with point (l) of Article II.16.3.1, is terminating the Agreement on the ground that the action has not started by the set deadline, the following shall apply:

- (a) the coordinator shall not produce a request for payment of the balance; and
- (b) the final amount of the grant shall be EUR 0 (zero euro). The Agency shall recover any amounts unduly paid in accordance with Article II.26.

**II.16.4.3** Neither party shall be entitled to claim compensation on account of a termination by the other party.

## **ARTICLE II.17 – NOT APPLICABLE**

## **ARTICLE II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISION**

**II.18.1** The Agreement is governed by the applicable Union law complemented, where necessary, by the law of Belgium.

**II.18.2** Pursuant to Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

**II.18.3** By virtue of Article 299 TFEU, for the purposes of recoveries within the meaning of Article II.26, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States. An action may be brought

against such decision before the General Court of the European Union pursuant to Article 263 TFEU.



## **PART B – FINANCIAL PROVISIONS**

### **ARTICLE II.19 – ELIGIBLE COSTS**

#### **II.19.1 Conditions for the eligibility of costs**

"Eligible costs" of the action are costs actually incurred by the beneficiary which meet the following criteria:

- (a) they are incurred in the period set out in Article 2.2, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article II.23.2.

Costs of contracts for goods, works or services or of subcontracts are considered to be incurred when the contract or subcontract (or a part of it) is executed, i.e. when the goods, works or services (including studies) are supplied, delivered or provided;

- (b) they are indicated in the estimated budget of the action set out in Annex III;
- (c) they are incurred in connection with the action as described in Annex I and are necessary for its implementation; in particular, for the costs of contracts for goods, the goods are supplied in a Member State or in any other countries where the action is implemented as described in Annex I; for the costs of contracts for works, the works are delivered in a Member State or in any other countries where the action is implemented as described in Annex I; for the costs of contracts for services (including studies), the services provided concern a Member State or any other countries where the action is implemented as described in Annex I;
- (d) they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and with the usual cost accounting practices of the beneficiary;
- (e) they comply with the requirements of applicable tax and social legislation; and
- (f) they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency.

#### **II.19.2 Eligible direct costs**

"Direct costs" of the action are those specific costs which are directly linked to the implementation of the action and can therefore be attributed directly to it. They may not include any indirect costs.

To be eligible, direct costs shall comply with the conditions of eligibility set out in Article II.19.1.

In particular, the following categories of costs are eligible direct costs, provided that they satisfy the conditions of eligibility set out in Article II.19.1 as well as the following

conditions:

- (a) the costs of personnel working under an employment contract with the beneficiary or an equivalent appointing act and assigned to the action, provided that these costs are in line with the beneficiary's usual policy on remuneration.

Those costs include actual salaries plus social security contributions and other statutory costs included in the remuneration. They may also comprise additional remunerations, including payments on the basis of supplementary contracts regardless of the nature of those contracts, provided that they are paid in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used;

The costs of natural persons working under a contract with the beneficiary other than an employment contract or who are seconded to the beneficiary by a third party against payment may be included under such costs of personnel, provided that the following conditions are fulfilled:

- (i) the natural person works under the conditions similar to those of an employee (in particular regarding the way the work is organized, the tasks are performed and the premises where they are performed);
  - (ii) the result of the work belongs to the beneficiary (unless exceptionally agreed otherwise); and
  - (iii) the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the beneficiary;
- (b) costs of travel and related subsistence allowances, provided that these costs are in line with the beneficiary's usual practices on travel;
- (c) the full costs of purchase of equipment and other assets shall be eligible, provided that they are treated as capital expenditure in accordance with the tax and accounting rules applicable to the beneficiary and are recorded in the fixed assets account of its balance sheet and if the asset has been purchased in accordance with Article II.9.1.

The costs of rental or lease of equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee;

- (d) costs of consumables and supplies, provided that they are purchased in accordance with the first subparagraph of Article II.9.1 and are directly assigned to the action;
  - (e) costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with the first subparagraph of Article II.9.1;
  - (f) costs entailed by service contracts, including costs of environmental studies on the protection of the environment and on compliance with the relevant Union law, provided

that the corresponding services are purchased in accordance with the first subparagraph of Article II.9.1 and costs entailed by subcontracts within the meaning of Article II.10, provided that the conditions laid down in Article II.10.2 are met;

- (g) costs of financial support to third parties within the meaning of Article II.11, provided that the conditions laid down in Article II.11.1 or II.11.2 are met;
- (h) duties, taxes and charges paid by the beneficiary, notably non-deductible value added tax (VAT), provided that they are included in eligible direct costs, and unless specified otherwise in the Agreement.

### **II.19.3 Indirect costs**

"Indirect costs" of the action are those costs which are not specific costs directly linked to the implementation of the action and can therefore not be attributed directly to it. They may not include any costs identifiable or declared as eligible direct costs.

Eligible indirect costs shall be declared on the basis of a flat rate of 7% of the total eligible direct costs minus subcontracting costs within the meaning of Article II.10 and costs of financial support to third parties within the meaning of Article II.11.

### **II.19.4 Ineligible costs**

In addition to any other costs which do not fulfil the conditions set out in Article II.19.1, the following costs shall not be considered eligible:

- (a) return on capital and dividends paid by a beneficiary;
- (b) debt and debt service charges;
- (c) provisions for losses or debts;
- (d) interest owed;
- (e) doubtful debts;
- (f) exchange losses;
- (g) costs of transfers from the Agency charged by the bank of a beneficiary;
- (h) costs declared by the beneficiary in the framework of another action receiving a grant financed from the Union budget (including grants awarded by a Member State and financed from the Union budget and grants awarded by other bodies than the Commission for the purpose of implementing the Union budget); In particular, beneficiaries receiving an operating grant financed by the EU or Euratom budget cannot declare indirect costs for the period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action.
- (i) contributions in kind from third parties;

(j) excessive or reckless expenditure;

(k) deductible VAT;

## **ARTICLE II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED**

### **II.20.1 Reimbursement of actual costs**

Where, in accordance with Article 3(a)(i), the grant takes the form of the reimbursement of actual costs, the beneficiary must declare as eligible costs the costs it actually incurred for the action.

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records. In addition, the beneficiary's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements as well as with the amounts indicated in the supporting documents.

### **II.20.2 Reimbursement of pre-determined unit costs or pre-determined unit contribution**

Where, in accordance with Article 3(a)(ii) or (b), the grant takes the form of the reimbursement of unit costs or of a unit contribution, the beneficiary must declare as eligible costs or as requested contribution the amount obtained by multiplying the amount per unit specified in Article 3(a)(ii) or (b) by the actual number of units used or produced.

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the number of units declared. However, the beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, to prove the amount declared per unit.

### **II.20.3 Reimbursement of pre-determined lump sum costs or pre-determined lump sum contribution**

Where, in accordance with Article 3(a)(iii) or (c), the grant takes the form of the reimbursement of lump sum costs or of a lump sum contribution, the beneficiary must declare as eligible costs or as requested contribution the global amount specified in Article 3(a)(iii) or (c), subject to the proper implementation of the corresponding tasks or part of the action as described in Annex I.

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the proper implementation. However, the beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting



statements, to prove the amount declared as lump sum.

#### **II.20.4 Reimbursement of pre-determined flat-rate costs or pre-determined flat-rate contribution**

Where, in accordance with Article 3(a)(iv) or (d), the grant takes the form of the reimbursement of flat-rate costs or of a flat-rate contribution, the beneficiary must declare as eligible costs or as requested contribution the amount obtained by applying the flat rate specified in Article 3(a)(iv) or (d).

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies. However, the beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, for the flat rate applied.

#### **II.20.5 Reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices**

Where, in accordance with Article 3(a)(v), the grant takes the form of the reimbursement of unit costs declared on the basis of the beneficiary's usual cost accounting practices, the beneficiary must declare as eligible costs the amount obtained by multiplying the amount per unit calculated in accordance with its usual cost accounting practices by the actual number of units used or produced. If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the number of units declared.

Where, in accordance with Article 3(a)(v), the grant takes the form of the reimbursement of lump sum costs declared on the basis of the beneficiary's usual cost accounting practices, the beneficiary must declare as eligible costs the global amount calculated in accordance with its usual cost accounting practices, subject to the proper implementation of the corresponding tasks or part of the action. If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the proper implementation.

Where, in accordance with Article 3(a)(v), the grant takes the form of the reimbursement of flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices, the beneficiary must declare as eligible costs the amount obtained by applying the flat rate calculated in accordance with its usual cost accounting practices. If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the eligible costs to which the flat rate applies.

In all three cases provided for in the first, second and third subparagraphs, the beneficiary does not need to identify the actual eligible costs covered, but it must ensure that the cost accounting practices used for the purpose of declaring eligible costs are in compliance with the following conditions:

- (a) the cost accounting practices used constitute its usual cost accounting practices and are applied in a consistent manner, based on objective criteria independent from the source of funding;
- (b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and
- (c) the categories of costs used for the purpose of determining the costs declared are exclusive of any ineligible cost or costs covered by other forms of grant in accordance with Article 3.

## **ARTICLE II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARIES AND OF IMPLEMENTING BODIES DESIGNATED BY THE BENEFICIARIES**

**II.21.1** Where the Special Conditions contain a provision on entities affiliated to the beneficiaries or a provision on implementing bodies, costs incurred by such an entity or body are eligible, provided that they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary, and that the beneficiary to which the entity is affiliated or by which the implementing body is designated ensures that the Agency, the Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors may exercise their rights under Article II.27 also towards the entity or body.

**II.21.2** The beneficiary to which the entity is affiliated or by which the implementing body is designated shall ensure that the conditions applicable to it under Articles II.3, II.4, II.5, II.7, II.9 and II.10 are also applicable to the entity or body.

**II.21.3** The beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Agreement. The beneficiaries shall ensure that any agreement or contract with an affiliated entity or implementing body contains provisions stipulating that the affiliated entity or implementing body has no right vis-à-vis the Agency under the Agreement.

## **ARTICLE II.22 – BUDGET TRANSFERS**

The estimated budget set out in Annex III may be adjusted by transfers of amounts between beneficiaries and between budget categories, without this adjustment being considered as an amendment of the Agreement within the meaning of Article II.12, provided that the action is implemented as described in Annex I.

The beneficiaries may not however:

- adjust amounts which, in accordance with Article 3(a)(iii) or (c), take the form of lump sums;
- add costs relating to subcontracts not provided for in Annex I, unless such additional subcontracts are approved in accordance with Article II.10.

By way of derogation from the first subparagraph, should beneficiaries want to modify the value of the estimated CEF contribution that each of them is entitled to as referred to in point (b) of Article II.17.1 and point (c) of II.26.3, the coordinator shall request an amendment in accordance to Article II.12.

## **ARTICLE II.23 – TECHNICAL AND FINANCIAL REPORTING – REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS**

### **II.23.1 Action Status Reports - Requests for further pre-financing payments and supporting documents**

Not applicable.

### **II.23.2 Interim and final reports - Requests for interim payments or for payment of the balance and supporting documents**

The coordinator shall submit a request for an interim payment or for payment of the balance within 60 days following the end of each reporting period for which, in accordance with Article 4.1, an interim payment or the payment of the balance is due.

This request shall be accompanied by the following documents:

- (a) an interim report (“interim technical report”) or, for the payment of the balance, a final report on implementation of the action (“final technical report”), drawn up in accordance with Annex V; the interim or final technical report must contain the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution in accordance with Article 3(a)(ii), (iii), (b) or (c), as well as information on subcontracting as referred to in Article II.10.2(d);
- (b) an interim financial statement (“interim financial statement”) or, for the payment of the balance, a final financial statement (“final financial statement”); the interim or final financial statements must include a consolidated statement as well as a breakdown of the amounts claimed by each beneficiary, its affiliated entities and implementing bodies; they must be drawn up in accordance with the structure of the estimated budget set out in Annex III and with Annex VI and detail the amounts for each of the forms of grant set out in Article 3 for the reporting period concerned;
- (c) only for the payment of the balance, a summary financial statement (“summary financial statement”); this statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary, its affiliated entities and its implementing bodies, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3.2 for each beneficiary, its affiliated entities and its implementing bodies; it must be drawn up in accordance with Annex VI;
- (d) not applicable;



- (e) unless the Special Conditions provide otherwise, a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each beneficiary, each affiliated entity and each implementing body, if:
  - (i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article 3(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more;
  - (ii) the maximum grant amount indicated for that beneficiary, its affiliated entities and implementing bodies in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate shall be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII. It shall certify that the costs declared in the interim or final financial statement by the beneficiary concerned, its affiliated entities or and its implementing bodies for the categories of costs reimbursed in accordance with Article 3(a)(i) are real, accurately recorded and eligible in accordance with the Agreement. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared.

The coordinator shall certify that the information provided in the request for interim payment or for payment of the balance is full, reliable and true. It shall also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared.

### **II.23.3 Non-submission of documents**

Where the coordinator has failed to submit a request for interim payment or payment of the balance accompanied by the documents referred to above by the deadline set out in Article II.23.2 and where the coordinator still fails to submit such a request within 60 days following a written reminder sent by the Agency, the Agency reserves the right to terminate the Agreement in accordance with Article II.16.3.1(c), with the effects described in the third and the fourth subparagraphs of Article II.16.4.1.

### **II.23.4 Currency for requests for payment and financial statements and conversion into euro**

Requests for payment and financial statements shall be drafted in euro.

Beneficiaries with general accounts in a currency other than the euro shall convert costs incurred in another currency into euro at the average of the daily exchange rates published in the C series of *Official Journal of the European Union*, determined over the corresponding reporting period, available at:

<http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>.

Where no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion shall be made at the average of the monthly



accounting rates established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)), determined over the corresponding reporting period.

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

## **ARTICLE II.24 – PAYMENTS AND PAYMENT ARRANGEMENTS**

### **II.24.1 Pre-financing**

**II.24.1.1** The pre-financing is intended to provide the beneficiaries with a float. It remains the property of the Union until it is cleared against the payment of the balance to the coordinator.

Where payment of pre-financing is conditional on receipt of a financial guarantee, the financial guarantee shall fulfill the following conditions:

- (a) it is provided by an approved bank or an approved financial institution. The guarantee shall be denominated in euros. Where a beneficiary is established in a third country, the Agency may agree that a bank or a financial institution established in that third country may provide the guarantee if it considered that the bank or financial institution offers equivalent security and characteristics as those offered by a bank or financial institution established in a Member State. At the request of the coordinator and acceptance by the Agency, the financial guarantee may be replaced by a joint and several guarantee by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the Agency to have recourse against the principal debtor (i.e. the beneficiary concerned); and
- (c) it provides that it remains in force until the pre-financing is cleared against the payment of the balance by the Agency and, in case the payment of the balance is made in the form of a debit note, three months after the debit note is notified to the coordinator. The Agency shall release the guarantee within the following month.

**II.24.1.2** Without prejudice to Article II.24.5, where Article 4.1 provides for a pre-financing payment upon entry into force of the Agreement or following a later date, the Agency shall pay to the coordinator within 30 days following that date or, where required by Article 4.1, following receipt of the financial guarantee.

### **II.24.2 Interim payments**

Interim payments are intended to reimburse or cover the eligible costs incurred for the implementation of the action during the corresponding reporting periods.

Without prejudice to Articles II.24.4 and II.24.5, on receipt of the documents referred to in Article II.23.2, the Agency shall pay to the coordinator the amount due as interim payment

within the time limit specified in Article 4.2.

This amount shall be determined following approval of the request for interim payment and of the accompanying documents and in accordance with the fourth subparagraph. Approval of the request for interim payment and of the accompanying documents shall not imply recognition of the compliance, authenticity, completeness or correctness of the declarations and information they contain.

The amount due as interim payment shall be determined as follows:

- (a) the following amounts, which depend on the form of the grant, shall be added:
  - (i) where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate specified in that Article to the eligible costs of the action approved by the Agency for the concerned reporting period and the corresponding categories of costs, beneficiaries, affiliated entities and implementing bodies;
  - (ii) where, in accordance with Article 3(b), the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified in that Article by the actual number of units approved by the Agency for the concerned reporting period and for the corresponding beneficiaries, affiliated entities and implementing bodies;
  - (iii) where, in accordance with Article 3(c), the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the corresponding beneficiaries, affiliated entities and implementing bodies, subject to approval by the Agency of the proper implementation during the concerned reporting period of the corresponding tasks or part of the action in accordance with Annex I;
  - (iv) where, in accordance with Article 3(d), the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Agency for the concerned reporting period and the corresponding beneficiaries, affiliated entities and implementing bodies.
- (b) the amount obtained in accordance with point (a) shall be limited to the difference between the ceiling for pre-financing and interim payments set out in Article 4.1.3 and the total amount of the pre-financing and interim payments already made.

#### **II.24.3 Payment of the balance**

The payment of the balance, which may not be repeated, is intended to reimburse or cover after the end of the period set out in Article 2.2 the remaining part of the eligible costs incurred by the beneficiaries for its implementation. Where the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance may take the form of a recovery as provided for by Article II.26.

Without prejudice to Articles II.24.4 and II.24.5, on receipt of the documents referred to in Article II.23.2, the Agency shall pay the amount due as the balance within the time limit specified in Article 4.2.

This amount shall be determined following approval of the request for payment of the balance and of the accompanying documents and in accordance with the fourth subparagraph. Approval of the request for payment of the balance and of the accompanying documents shall not imply recognition of the compliance, authenticity, completeness or correctness of the declarations and information they contain.

The amount due as the balance shall be determined by deducting, from the final amount of the grant determined in accordance with Article II.25, the total amount of pre-financing and interim payments already made.

#### **II.24.4 Suspension of the time limit for payment**

The Agency may suspend the time limit for payment specified in Article 4.2, at any time by formally notifying the coordinator that its request for payment cannot be met, either because it does not comply with the provisions of the Agreement, or because the appropriate supporting documents have not been produced, or because there is doubt about the eligibility of the costs declared in the financial statement.

The coordinator shall be notified as soon as possible of any such suspension, together with the reasons thereof.

Suspension shall take effect on the date when notification is sent by the Agency. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension exceeds two months, the coordinator may request a decision by the Agency on whether the suspension is to be continued.

Where the time limit for payment has been suspended following the rejection of one of the technical reports or financial statements provided for by Article II.23 and the new report or statement submitted is also rejected, the Agency reserves the right to terminate the Agreement in accordance with Article II.16.3.1(c), with the effects described in Article II.16.4.

#### **II.24.5 Suspension of payments**

**II.24.5.1** The Agency may, at any time during the implementation of the Agreement, suspend the pre-financing payments, interim payments or payment of the balance for all beneficiaries, or suspend the pre-financing payments or interim payments for any one or several beneficiaries:

- (a) if the Agency has evidence that a beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the grant, or if a beneficiary fails to comply with its obligations under the Agreement;



- (b) if the Agency has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or serious breach of obligations under other grants funded by the Union or by the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant;
- (c) if the Agency suspects substantial errors, irregularities, fraud or breach of obligations committed by a beneficiary in the award procedure or in the implementation of the Agreement and needs to verify whether they have actually occurred; or
- (d) following an evaluation of the progress of the project, in particular in the event of major delays in the implementation of the action.

**II.24.5.2** Before suspending payments, the Agency shall formally notify the coordinator of its intention to suspend payments, specifying the reasons thereof and, in the cases referred to in points (a), (b) and (d) of Article II.24.5.1, the necessary conditions for resuming payments. The coordinator shall be invited to make any observations on behalf of all beneficiaries within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the coordinator, the Agency decides to stop the procedure of payment suspension, the Agency shall formally notify the coordinator thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the procedure of payment suspension, it may suspend payments by formally notifying the coordinator, specifying the reasons for the suspension and, in the cases referred to in points (a), (b) and (d) of Article II.24.5.1, the definitive conditions for resuming payments or, in the case referred to in point (c) of Article II.24.5.1, the indicative date of completion of the necessary verification.

The coordinator shall inform the other beneficiaries immediately. The suspension of payments shall take effect on the date when the notification is sent by the Agency.

In order to resume payments, the beneficiaries shall endeavour to meet the notified conditions as soon as possible and shall inform the Agency of any progress made in this respect.

The Agency shall, as soon as it considers that the conditions for resuming payments have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the coordinator thereof.

During the period of suspension of payments and without prejudice to the right to suspend the implementation of the action in accordance with Article II.15.1 or to



terminate the Agreement or the participation of a beneficiary in accordance with Article II.16.1 and Article II.16.2, the coordinator is not entitled to submit any requests for payments or, where the suspension concerns the pre-financing payments or interim payments for one or several beneficiaries only, any requests for payments and supporting documents relating to the participation of the concerned beneficiary or beneficiaries in the action.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for payment due following resumption of payments in accordance with the schedule laid down in Article 4.1.

#### **II.24.6 Notification of amounts due**

The Agency shall formally notify the amounts due, specifying whether it is a further pre-financing payment, an interim payment or the payment of the balance. In the case of payment of the balance, it shall also specify the final amount of the grant determined in accordance with Article II.25.

#### **II.24.7 Interest on late payment**

On expiry of the time limits for payment specified in Articles 4.2 and II.24.1, and without prejudice to Articles II.24.4 and II.24.5, the beneficiaries are entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in euros ("the reference rate"), plus three and a half points. The reference rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

The first subparagraph shall not apply where all beneficiaries are Member States of the Union, including regional and local government authorities and other public bodies acting in the name and on behalf of the Member State for the purpose of this Agreement.

The suspension of the time limit for payment in accordance with Article II.24.4 or of payment by the Agency in accordance with Article II.24.5 may not be considered as late payment.

Interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article II.24.9. The interest payable shall not be considered for the purposes of determining the final amount of grant within the meaning of Article II.25.3.

By way of derogation from the first subparagraph, when the calculated interest is lower than or equal to EUR 200, it shall be paid only upon request submitted by the coordinator within two months of the late payment.

#### **II.24.8 Currency for payments**

Payments by the Agency shall be made in euro.

#### **II.24.9 Date of payment**

Payments by the Agency shall be deemed to be effected on the date when they are debited to the Agency's account.

#### **II.24.10 Costs of payment transfers**

Costs of the payment transfers shall be borne in the following way:

- (a) costs of transfer charged by the bank of the Agency shall be borne by the Agency;
- (b) costs of transfer charged by the bank of a beneficiary shall be borne by the beneficiary;
- (c) all costs of repeated transfers caused by one of the parties shall be borne by the party which caused the repetition of the transfer.

#### **II.24.11 Payments to the coordinator**

The Agency shall make all payments to the coordinator. Payments to the coordinator shall discharge the Agency from its payment obligation.

### **ARTICLE II.25 – DETERMINING THE FINAL AMOUNT OF THE GRANT**

#### **II.25.1 Calculation of the final amount**

The final amount of the grant depends on the extent to which the action has been implemented in accordance with the terms of the Agreement. Without prejudice to Articles II.25.2, II.25.3 and II.25.4, the final amount of the grant shall be determined as follows:

- (a) where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate(s) specified in that Article to the eligible costs of the action approved by the Agency for the corresponding categories of costs, beneficiaries, affiliated entities and implementing bodies;
- (b) where, in accordance with Article 3(b), the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified in that Article by the actual number of units approved by the Agency for the corresponding beneficiaries, affiliated entities and implementing bodies;
- (c) where, in accordance with Article 3(c), the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the corresponding beneficiaries, affiliated entities and implementing bodies, subject to approval by the Agency of the proper implementation of the corresponding tasks or part of the action in accordance with Annex I;
- (d) where, in accordance with Article 3(d), the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Agency for the corresponding

beneficiaries, affiliated entities and implementing bodies.

Where Article 3 provides for a combination of different forms of grant, these amounts shall be added.

### **II.25.2 Maximum amount**

The total amount paid by the Agency for the action may in no circumstances exceed the maximum amount of the grant specified in Article 3.

Where the amount determined in accordance with Article II.25.1 exceeds this maximum amount, the final amount of the grant shall be limited to the maximum amount specified in Article 3.

### **II.25.3 No-profit rule and taking into account of receipts**

**II.25.3.1** The grant may not produce a profit for the beneficiaries, unless specified otherwise in the Special Conditions. "Profit" shall mean a surplus of the amount determined in accordance with Articles II.25.1 and II.25.2 plus the total receipts of the action over the total eligible costs of the action.

**II.25.3.2** The total receipts of the action are the consolidated total receipts established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the coordinator, which fall within one of the following two categories:

- (a) income generated by the action; or
- (b) financial contributions given by third parties to a beneficiary, an affiliated entity or implementing body, if they are specifically assigned by the third parties to the financing of the eligible costs of the action reimbursed by the Agency in accordance with Article 3(a)(i).

**II.25.3.3** The following shall not be considered as receipts to be taken into account for the purpose of verifying whether the grant produces a profit for the beneficiaries:

- (a) financial contributions by third parties referred to in point (b) of Article II.25.3.2, if they may be used to cover costs other than the eligible costs under the Agreement;
- (b) financial contributions by third parties referred to in point (b) of Article II.25.3.2, with no obligation to repay any amount unused at the end of the period set out in Article 2.2.

**II.25.3.4** The total eligible costs of the action to be taken into account are the consolidated total eligible costs approved by the Agency for the categories of costs reimbursed in accordance with Article 3(a).

**II.25.3.5** Where the final amount of the grant determined in accordance with Articles

II.25.1 and II.25.2 would result in a profit for the beneficiaries, the profit shall be deducted in proportion to the final rate of reimbursement of the actual eligible costs of the action approved by the Agency for the categories of costs referred to in Article 3(a)(i). This final rate shall be calculated on the basis of the final amount of the grant in the form referred to in Article 3(a)(i), as determined in accordance with Articles II.25.1 and II.25.2.

#### **II.25.4 Reduction for poor, partial or late implementation, or breach of contractual obligations**

The Agency may reduce the maximum grant amount set out in Article 3 if the action has not been implemented properly in accordance with Annex I (i.e. if it has not been implemented or has been implemented poorly, partially or late), or if any beneficiary fails to comply with any other obligations under this Agreement.

The amount of the reduction will be proportionate to the degree to which the action has been implemented improperly or to the seriousness of the breach.

Before the Agency reduces the grant, it must send a formal notification to the coordinator:

- (a) informing it of:
  - (i) its intention to reduce the maximum amount of the grant;
  - (ii) the amount by which it intends to reduce the grant;
  - (iii) the reasons for reduction;
- (b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

If the Agency does not receive any observations or decides to pursue reduction despite the observations it has received, it will send a formal notification informing the coordinator of its decision.

If the grant is reduced, the Agency must calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the improper implementation of the action or to the seriousness of the breach of obligations) from the maximum amount of the grant.

The final amount of the grant will be the lower of the following two:

- (a) the amount determined in accordance with Article II.25.1, II.25.2 and II.25.3; or
- (b) the reduced grant amount determined in accordance with Article II.25.4.

### **ARTICLE II.26 – RECOVERY**

#### **II.26.1 Recovery at the time of payment of the balance**

Where the payment of the balance takes the form of a recovery, the Agency shall formally notify the coordinator of its intention to recover the amount unduly paid:



- (a) specifying the amount due and the reasons for recovery;
- (b) inviting the coordinator to make any observations within a specified period ; and
- (c) requesting the coordinator to submit a report on the distribution of payments to the beneficiaries within a specified period.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the recovery procedure, the Agency may confirm recovery by formally notifying to the coordinator a debit note (“debit note”), specifying the terms and the date for payment.

If the coordinator does not repay the Agency by the date specified in the debit note and has not submitted the report on the distribution of payments, the Agency or the Commission shall recover the amount due from the coordinator in accordance with Article II.26.3, even if it has not been the final recipient of the amount due.

If the coordinator does not repay the Agency by the date specified in the debit note but has submitted the report on the distribution of payments made to the beneficiaries, the Agency shall recover the amount due from the beneficiary which has been the final recipient of the amount due.

For that purpose, the Agency shall:

- (a) where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs:
  - (i) identify the beneficiaries for which the amount calculated as follows is negative:
$$\frac{\{ \{ \text{Beneficiary's costs (including the costs of its affiliated entities and implementing bodies if applicable) declared in the final financial statement and approved by the Agency multiplied by the reimbursement rate(s) set out in Article 3(a) for the beneficiary concerned} \}}{\text{divided by}} \frac{\text{the amount calculated according to Article II.25.1}}{\text{multiplied by}} \text{the final grant amount calculated according to Article II.25} \}, \text{minus}}{\text{the pre-financing and interim payments received by the beneficiary}}$$
  - (ii) formally notify to each beneficiary identified according to point (i) a debit note specifying the terms and date for payment. The amount of the debit note shall be calculated as follows:

{ {amount calculated according to point (i) for the beneficiary concerned  
 divided by  
 the sum of the amounts calculated according to point (i) for all the beneficiaries identified according to point (i) }  
 multiplied by  
 the amount set out in the debit note formally notified to the coordinator }

(b) where, in accordance with Article 3(b), (c) or (d) the grant takes the form of a unit, lump sum or flat-rate contribution, formally notify to each beneficiary a debit note specifying the terms and date for payment. The amount of the debit note shall be calculated as follows:

{ {the pre-financing and interim payments received by the beneficiary  
 divided by  
 the total amount of pre-financing and interim payments paid by the Agency}  
 multiplied by  
 the amount set out in the debit note formally notified to the coordinator };

(c) where Article 3 provides for a combination of different forms of grant, these amounts shall be added.

If the beneficiary concerned does not repay the Agency by the date specified in the debit note, the Agency or the Commission shall recover the amount due from the beneficiary in accordance with Article II.26.3.

## **II.26.2 Recovery after payment of the balance**

Where an amount is to be recovered in accordance with Articles II.27.6, II.27.7 and II.27.8, the beneficiary concerned by the audit or OLAF findings shall repay the Agency the amount in question.

Where the audit findings do not concern a specific beneficiary, the coordinator shall repay the Agency the amount in question, even if it has not been the final recipient of the amount due.

Before recovery, the Agency shall formally notify the beneficiary concerned or the coordinator of its intention to recover the amount unduly paid:

(a) specifying the amount due (including any amount unduly paid by the Agency as a contribution towards the costs incurred by its affiliated entities or its implementing bodies) and the reasons for recovery;

(b) inviting the beneficiary concerned or the coordinator to make any observations within a

specified period.

If no observations have been submitted or if, despite the observations submitted by the beneficiary concerned or the coordinator, the Agency decides to pursue the recovery procedure, the Agency may confirm recovery by formally notifying to the beneficiary concerned or the coordinator a debit note (“debit note”), specifying the terms and the date for payment.

If the beneficiary concerned or the coordinator does not repay the Agency by the date specified in the debit note, the Agency shall recover the amount due from the beneficiary concerned or the coordinator in accordance with Article II.26.3.

#### **II.26.3 Recovery procedure failing repayment by the date specified in the debit note**

If payment has not been made by the date specified in the debit note, the Agency or the Commission shall recover the amount due:

- (a) by offsetting it against any amounts owed to the beneficiary concerned by the Commission or an executive agency (from the Union or the European Atomic Energy Community (Euratom) budget) (“offsetting”); in exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Agency may recover by offsetting before the due date; the beneficiary’s prior consent shall not be required; an action may be brought against such offsetting before the General Court of the European Union pursuant to Article 263 TFEU;
- (b) by drawing on the financial guarantee where provided for in accordance with Article 4.1 (“drawing on the financial guarantee”);
- (c) where provided for in the Special Conditions, by holding the beneficiaries jointly and severally liable;
- (d) by taking legal action in accordance with Article II.18.2 or with the Special Conditions or by adopting an enforceable decision in accordance with Article II.18.3.

#### **II.26.4 Interest on late payment**

If payment has not been made by the date set out in the debit note, the amount due shall bear interest at the rate established in Article II.24.7. Interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date when the Agency or the Commission actually receives payment in full of the outstanding amount.

Any partial payment shall first be appropriated against charges and interest on late payment and then against the principal.

#### **II.26.5 Bank charges**

Bank charges incurred in connection with the recovery of the sums owed to the Agency shall be borne by the beneficiary concerned except where Directive 2007/64/EC of the European

Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC applies.

## **ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION**

### **II.27.1 Technical and financial checks, audits, interim and final evaluations**

The Commission or the Agency may carry out technical and financial checks and audits to determine that the beneficiaries are implementing the action properly and are complying with the obligations under the Agreement. It may also check the statutory records of the beneficiaries for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided in the framework of checks or audits shall be treated on a confidential basis.

In addition, the Commission or the Agency may carry out interim or final evaluation of the impact of the action measured against the objective of the Union programme concerned, in order to assess whether the objectives, including those relating to environmental protection, have been attained.

Checks, audits or evaluations made by the Commission or the Agency may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks, audits or evaluations may be initiated during the implementation of the Agreement and for a period of five years starting from the date of payment of the balance. This period shall be limited to three years if the maximum amount specified in Article 3 is not more than EUR 60 000.

The check, audit or evaluation procedure shall be deemed to be initiated on the date of receipt of the letter of the Commission or the Agency announcing it.

If the audit is carried out on an affiliated entity or implementing body, the beneficiary concerned must inform that affiliated entity or implementing body.

### **II.27.2 Duty to keep documents**

The beneficiaries shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, for a period of five years starting from the date of payment of the balance.

This period shall be limited to three years if the maximum amount specified in Article 3 is not more than EUR 60 000.

The periods set out in the first and second subparagraphs shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case referred to in Article II.27.7. In such cases, the beneficiaries shall keep the documents until



such audits, appeals, litigation or pursuit of claims are closed.

### **II.27.3 Obligation to provide information**

Where a check or audit is initiated before the payment of the balance, the coordinator shall provide any information, including information in electronic format, requested by the Commission or the Agency, or by any other outside body authorised by it. Where appropriate, the Commission or the Agency may request such information to be provided directly by a beneficiary. Where a check or audit is initiated after payment of the balance, such information shall be provided by the beneficiary concerned.

For an evaluation, the coordinator shall provide any information, including information in electronic format, requested by the Commission or the Agency, or by any other outside body authorised by it. Where appropriate, the Commission or the Agency may request such information to be provided directly by a beneficiary.

In case the beneficiary concerned does not comply with the obligations set out in the first and second subparagraphs, the Commission or the Agency may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

### **II.27.4 On-the-spot visits**

During an on-the-spot visit, the beneficiaries shall allow Commission or Agency staff and outside personnel authorised by the Commission or the Agency to have access to the sites and premises where the action is or was carried out, and to all the necessary information, including information in electronic format.

They shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

In case a beneficiary refuses to provide access to the sites, premises and information in accordance with the first and second subparagraphs, the Commission or the Agency may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

### **II.27.5 Contradictory audit procedure**

On the basis of the findings made during the audit, a provisional report (“draft audit report”) shall be drawn up. It shall be sent by the Commission or the Agency or its authorised

representative to the beneficiary concerned, which shall have 30 days from the date of receipt to submit observations. The final report ("final audit report") shall be sent to the beneficiary concerned within 60 days of expiry of the time limit for submission of observations.

## **II.27.6 Effects of audit findings**

On the basis of the final audit findings, the Commission or the Agency may take the measures which it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it, in accordance with Article II.26.

In the case of final audit findings made after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25, and the total amount paid to the beneficiaries under the Agreement for the implementation of the action.

## **II.27.7 Correction of systemic or recurrent errors, irregularities, fraud or breach of obligations**

**II.27.7.1** The Commission or the Agency may extend audit findings from other grants to this grant if:

- (a) the beneficiary is found, on the basis of an audit of other EU or Euratom grants awarded to it 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
- (b) the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations is formally received by the beneficiary, together with the list of grants affected by the findings, within the period referred to in Article II.27.1.

The extension of findings may lead to:

- (a) the rejection of costs as ineligible;
- (b) reduction of the grant as provided for in Article II.25.4;
- (c) recovery of undue amounts as provided for in Article II.26;
- (d) suspension of payments as provided for in Article II.24.5;
- (e) suspension of the action implementation as provided for in Article II.15.2;
- (f) termination as provided for in Article II.16.3.

**II.27.7.2** The Commission or the Agency must send a formal notification to the beneficiary concerned informing it of the systemic or recurrent errors and of its intention to extend the audit findings, together with the list of grants affected.

- (a) If the findings concern eligibility of costs, the procedure is as follows:

The formal notification must include:

- (i) an invitation to submit observations on the list of grants affected by the findings;
- (ii) a request to submit revised financial statements for all grants affected;
- (iii) where possible, the correction rate for extrapolation established by the Commission or the Agency to calculate the amounts to be rejected on the basis of the systemic or recurrent errors, irregularities, fraud or breach of obligations, if the beneficiary concerned:
  - considers that the submission of revised financial statements is not possible or practicable; or
  - will not submit revised financial statements.

The beneficiary concerned has 60 calendar days from when it receives the formal notification to submit observations and revised financial statements or to propose a duly substantiated alternative correction method. This period may be extended by the Commission or the Agency in justified cases.

If the beneficiary concerned submits revised financial statements that take account of the findings, the Commission or the Agency will determine the amount to be corrected on the basis of those revised statements.

If the beneficiary proposes an alternative correction method and the Commission or the Agency accepts it, the Commission or the Agency must send a formal notification to the beneficiary concerned informing it:

- (i) that it accepts the alternative method;
- (ii) of the revised eligible costs determined by applying this method.

Otherwise the Commission or the Agency must send a formal notification to the beneficiary concerned informing it:

- (i) that it does not accept the observations or the alternative method proposed;
- (ii) of the revised eligible costs determined by applying the extrapolation method initially notified to the beneficiary.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final

amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Commission or the Agency or on the basis of the revised eligible costs after extrapolation, and the total amount paid to the beneficiaries under the Agreement for the implementation of the action;

- (b) If the findings concern improper implementation or a breach of another obligation (i.e. where ineligible costs cannot serve as a basis for determining the amount to be corrected), the procedure is as follows:

The Commission or the Agency shall formally notify the beneficiary concerned of the correction flat rate to be applied to the maximum amount of the grant specified in Article 3 or to part of it, according to the principle of proportionality, and invite the beneficiary to submit observations on the list of grants affected by the findings.

The beneficiary concerned shall have 60 days from the date of receipt of the notification to submit observations and to propose a duly substantiated alternative flat rate.

If the Commission or the Agency accepts the alternative flat rate proposed by the beneficiary, it shall formally notify the beneficiary concerned thereof and correct the grant amount by applying the accepted alternative flat rate.

If no observations have been submitted or if the Commission or the Agency does not accept the observations or the alternative flat rate proposed by the beneficiary, the Commission or the Agency shall formally notify the beneficiary concerned thereof and correct the grant amount by applying the flat rate initially notified to the beneficiary.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant after flat-rate correction and the total amount paid to the beneficiaries under the Agreement for the implementation of the action.

## **II.27.8 Checks and inspections by OLAF**

The European Anti-Fraud Office (OLAF) shall have the same rights as the Commission and the Agency, notably right of access, for the purpose of checks and investigations.

By virtue of Council Regulation (Euratom, EC) No 2185/96<sup>8</sup> 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 and Regulation (EU, Euratom) No 883/2013<sup>9</sup> of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the

<sup>8</sup> OJ L 292, 15.11.1996, p.2

<sup>9</sup> OJ L 248, 18.09.2013, p.1



procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities.

Where appropriate, OLAF findings may lead to recovery by the Agency. They may also lead to criminal prosecution under national law.

## **II.27.9 Checks and audits by the European Court of Auditors**

The European Court of Auditors shall have the same rights as the Agency and the Commission, notably right of access, for the purpose of checks and audits.

### ANNEX III

#### ESTIMATED BUDGET OF THE ACTION

**Table 1: Planned sources of financing of the eligible costs of the action**

Financing sources	Amount of financial contribution to the action eligible costs (EUR)	Amount of financial contribution to the action eligible costs (EUR)	Amount of financial contribution to the action eligible costs (EUR)	Amount of financial contribution to the action eligible costs (EUR)	Amount of financial contribution to the action eligible costs (EUR)
	ICCU	NAH	EF	MCA	NISV
<b>1. CEF-Telecom financing</b>	44,999	29,964	84,102	54,030	45,983
<b>2. Beneficiary's own resources</b>	14,999	9,988	28,034	18,010	15,328
<b>3. State budget(s)</b>	0	0	0	0	0
<b>4. Regional/ local budget(s)</b>	0	0	0	0	0
<b>5. Income generated by the action</b>	0	0	0	0	0
<b>6. Other sources</b>	0	0	0	0	0
<b>TOTAL</b>	59,998	39,952	112,136	72,040	61,311

Financing sources	Amount of financial contribution to the action eligible costs (EUR)	Amount of financial contribution to the action eligible costs (EUR)	Amount of financial contribution to the action eligible costs (EUR)	Amount of financial contribution to the action eligible costs (EUR)
	CRDI	BJC	NLS	EPIC
1. CEF-Telecom financing	35,069	19,019	43,897	50,613
2. Beneficiary's own resources	11,690	6,340	14,632	16,871
3. State budget(s)	0	0	0	0
4. Regional/ local budget(s)	0	0	0	0
5. Income generated by the action	0	0	0	0
6. Other sources	0	0	0	0
<b>TOTAL</b>	<b>46,759</b>	<b>25,359</b>	<b>58,529</b>	<b>67,484</b>

**Table 2: Indicative breakdown per activity and per beneficiary of estimated eligible costs of the action (EUR)**

	Direct eligible costs				Indirect eligible costs	Total eligible costs	Estimated CEF contribution
	Personnel costs	Subcontracting costs	Other costs	Total			
<b>Activity 1</b>	<b>85,800</b>	<b>0</b>	<b>0</b>	<b>85,800</b>	<b>6,006</b>	<b>91,806</b>	<b>68,854.5</b>
ICCU	7,400	0	0	7,400	518	7,918	5,938.5
NAH	7,400	0	0	7,400	518	7,918	5,938.5
EF	6,800	0	0	6,800	476	7,276	5,457
MCA	12,000	0	0	12,000	840	12,840	9,630
NISV	12,400	0	0	12,400	868	13,268	9,951
CRDI	9,000	0	0	9,000	630	9,630	7,222.5
BJC	4,000	0	0	4,000	280	4,280	3,210
NLS	18,800	0	0	18,800	1,316	20,116	15,087
EPIC	8,000	0	0	8,000	560	8,560	6,420
<b>Activity 2</b>	<b>97,500</b>	<b>6,021</b>	<b>0</b>	<b>103,521</b>	<b>6,825</b>	<b>110,346</b>	<b>82,759.5</b>
ICCU	7,400	0	0	7,400	518	7,918	5,938.5
NAH	8,300	0	0	8,300	581	8,881	6,660.75
EF	17,000	0	0	17,000	1,190	18,190	13,642.5
MCA	18,000	6,021	0	24,021	1,260	25,281	18,960.75
NISV	12,400	0	0	12,400	868	13,268	9,951
CRDI	9,000	0	0	9,000	630	9,630	7,222.5
BJC	4,000	0	0	4,000	280	4,280	3,210
NLS	9,400	0	0	9,400	658	10,058	7,543.5
EPIC	12,000	0	0	12,000	840	12,840	9,630



<b>Activity 3</b>		<b>65,800</b>	<b>0</b>	<b>25,400</b>	<b>91,200</b>	<b>6,384</b>	<b>97,584</b>	<b>73,188</b>
ICCU		3,700	0	1,300	5,000	350	5,350	4,012.5
NAH		5,500	0	2,000	7,500	525	8,025	6,018.75
EF		27,200	0	11,000	38,200	2,674	40,874	30,655.5
MCA		6,000	0	2,000	8,000	560	8,560	6,420
NISV		6,200	0	2,000	8,200	574	8,774	6,580.5
CRDI		4,500	0	2,000	6,500	455	6,955	5,216.25
BJC		2,000	0	2,000	4,000	280	4,280	3,210
NLS		4,700	0	2,000	6,700	469	7,169	5,376.75
EPIC		6,000	0	1,100	7,100	497	7,597	5,697.75
<b>Activity 4</b>		<b>91,100</b>	<b>4,000</b>	<b>0</b>	<b>95,100</b>	<b>6,377</b>	<b>101,477</b>	<b>76,107.75</b>
ICCU		7,400	0	0	7,400	518	7,918	5,938.5
NAH		3,700	4,000	0	7,700	259	7,959	5,969.25
EF		27,200	0	0	27,200	1,904	29,104	21,828
MCA		12,000	0	0	12,000	840	12,840	9,630
NISV		12,400	0	0	12,400	868	13,268	9,951
CRDI		9,000	0	0	9,000	630	9,630	7,222.5
BJC		4,000	0	0	4,000	280	4,280	3,210
NLS		9,400	0	0	9,400	658	10,058	7,543.5
EPIC		6,000	0	0	6,000	420	6,420	4,815
<b>Activity 5</b>		<b>58,400</b>	<b>5,000</b>	<b>18,000</b>	<b>81,400</b>	<b>5,348</b>	<b>86,748</b>	<b>65,061</b>
ICCU		18,500	5,000	2,000	25,500	1,435	26,935	20,201.25
NAH		3,700	0	2,000	5,700	399	6,099	4,574.25
EF		6,800	0	2,000	8,800	616	9,416	7,062

	MCA	6,000	0	2,000	8,000	560	8,560	6,420
	NISV	6,200	0	2,000	8,200	574	8,774	6,580.5
	CRDI	4,500	0	2,000	6,500	455	6,955	5,216.25
	BJC	2,000	0	2,000	4,000	280	4,280	3,210
	NLS	4,700	0	2,000	6,700	469	7,169	5,376.75
	EPIC	6,000	0	2,000	8,000	560	8,560	6,420
Activity 6		50,100	2,000	0	52,100	3,507	55,607	41,705.25
	ICCU	3,700	0	0	3,700	259	3,959	2,969.25
	NAH	1,000	0	0	1,000	70	1,070	802.5
	EF	6,800	0	0	6,800	476	7,276	5,457
	MCA	3,700	0	0	3,700	259	3,959	2,969.25
	NISV	3,700	0	0	3,700	259	3,959	2,969.25
	CRDI	3,700	0	0	3,700	259	3,959	2,969.25
	BJC	3,700	0	0	3,700	259	3,959	2,969.25
	NLS	3,700	0	0	3,700	259	3,959	2,969.25
	EPIC	20,100	2,000	0	22,100	1,407	23,507	17,630.25
TOTAL		448,700	17,021	43,400	509,121	34,447	543,568	407,676
	ICCU	48,100	5,000	3,300	56,400	3,598	59,998	44,998.5
	NAH	29,600	4,000	4,000	37,600	2,352	39,952	29,964
	EF	91,800	0	13,000	104,800	7,336	112,136	84,102
	MCA	57,700	6,021	4,000	67,721	4,319	72,040	54,030
	NISV	53,300	0	4,000	57,300	4,011	61,311	45,983.25
	CRDI	39,700	0	4,000	43,700	3,059	46,759	35,069.25
	BJC	19,700	0	4,000	23,700	1,659	25,359	19,019.25

<b>NLS</b>	<b>50,700</b>	<b>0</b>	<b>4,000</b>	<b>54,700</b>	<b>3,829</b>	<b>58,529</b>	<b>43,896.75</b>
<b>EPIC</b>	<b>58,100</b>	<b>2,000</b>	<b>3,100</b>	<b>63,200</b>	<b>4,284</b>	<b>67,484</b>	<b>50,613</b>

## **ANNEX IV MANDATE 1**

I, the undersigned,

Habil. Csaba Szabó, Director General,

representing,

National Archives of Hungary (NAH)

Registration No 36546/2016

Becsi kapu ter 2-4

H-1014 Budapest

Hungary

VAT No HU15309178,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No INEA/CEF/ICT/A2019/2072350 for the Action No 2019-EU-IA-0035 entitled "Europeana Sport" with the Innovation and Networks Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Istituto Centrale per il Catalogo Unico delle biblioteche italiane e per le informazioni bibliografiche (ICCU)

Registration No CF00608860581

Viale del Castro Pretorio 105

00185 Rome

Italy

VAT No IT00916801004,

represented by Simonetta Buttò, Director (hereinafter referred to as "the coordinator")

1. to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Innovation and Networks Executive Agency,

and

2. to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Innovation and Networks Executive Agency and distribute the amounts corresponding to the beneficiary's participation in the action.



I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

Habil. Csaba Szabó, Director General

Done at Budapest, on

In duplicate in English

## MANDATE 2

I, the undersigned,

Harry Verwayen, Executive Director,

representing,

Stichting Europeana (EF)

STICHTING

Registration No 27307531

Prins Willem-Alexanderhof 5 5

2595BE Amsterdam

Netherlands

VAT No -,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No INEA/CEF/ICT/A2019/2072350 for the Action No 2019-EU-IA-0035 entitled "Europeana Sport" with the Innovation and Networks Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

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Registration No CF00608860581

Viale del Castro Pretorio 105

00185 Rome

Italy

VAT No IT00916801004,

represented by Simonetta Buttò, Director (hereinafter referred to as "the coordinator")

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and

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I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

Harry Verwayen, Executive Director

Done at Amsterdam, on

In duplicate in English

### MANDATE 3

I, the undersigned,

Stéphane Cagnot, President,

representing,

Michael Culture (MCA)

ASSOCIATION INTERNATIONALE SANS BUT LUCRATIF

Registration No 890539479

Rue de la Presse 4

B1000 Brussels

Belgium

VAT No BE0890539479,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No INEA/CEF/ICT/A2019/2072350 for the Action No 2019-EU-IA-0035 entitled "Europeana Sport" with the Innovation and Networks Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

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00185 Rome

Italy

VAT No IT00916801004,

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I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

Stéphane Cagnot, President

Done at Brussels, on

In duplicate in English

#### MANDATE 4

I, the undersigned,

Eppo van Nispen tot Sevenaer, Managing Director,

representing,

Stichting Nederlands Instituut voor Beeld en Geluid (NISV)

STICHTING

Registration No 41194855

Media Parkboulevard 1

1217 WE Hilversum

Netherlands

VAT No NL804548535801,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No INEA/CEF/ICT/A2019/2072350 for the Action No 2019-EU-IA-0035 entitled "Europeana Sport" with the Innovation and Networks Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Istituto Centrale per il Catalogo Unico delle biblioteche italiane e per le informazioni bibliografiche (ICCU)

Registration No CF00608860581

Viale del Castro Pretorio 105

00185 Rome

Italy

VAT No IT00916801004,

represented by Simonetta Buttò, Director (hereinafter referred to as "the coordinator")

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and

2. to act on behalf of the beneficiary in compliance with the grant agreement.

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I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

Eppo van Nispen tot Sevenaer, Managing Director

Done at Hilversum, on

In duplicate in English

## MANDATE 5

I, the undersigned,

Joan Boadas Raset, Head of the Municipal Records Management, Archives and Publications  
at Girona City Council,

representing,

Ajuntament de Girona - Centre de Recerca i Difusió de la Imatge (CRDI) (CRDI)

Placeta Institut Vell 1

17004 Girona

Spain

VAT No ESP17085008,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement  
No INEA/CEF/ICT/A2019/2072350 for the Action No 2019-EU-IA-0035 entitled  
"Europeana Sport" with the Innovation and Networks Executive Agency (hereinafter referred  
to as "the grant agreement")

hereby mandate:

Istituto Centrale per il Catalogo Unico delle biblioteche italiane e per le informazioni  
bibliografiche (ICCU)

Registration No CF00608860581

Viale del Castro Pretorio 105

00185 Rome

Italy

VAT No IT00916801004,

represented by Simonetta Buttò, Director (hereinafter referred to as "the coordinator")

1. to sign in my name and on my behalf the grant agreement and its possible subsequent  
amendments with the Innovation and Networks Executive Agency,

and

2. to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement  
and, in particular, all provisions affecting the coordinator and the other beneficiaries. In  
particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to  
receive funds from the Innovation and Networks Executive Agency and distribute the  
amounts corresponding to the beneficiary's participation in the action.



I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

#### SIGNATURE

Joan Boadas Raset, Head of the Municipal Records Management, Archives and Publications  
at Girona City Council

Done at Girona, on

In duplicate in English

## MANDATE 6

I, the undersigned,

Sorina Stanca, Director,

representing,

Biblioteca Județeană Octavian Goga Cluj – Octavian Goga Cluj County Library (BJC)

Registration No LEGII 334/31.05.2002

Calea Dorobanților 104

. Cluj-Napoca

Romania

VAT No RO4485731,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No INEA/CEF/ICT/A2019/2072350 for the Action No 2019-EU-IA-0035 entitled "Europeana Sport" with the Innovation and Networks Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Istituto Centrale per il Catalogo Unico delle biblioteche italiane e per le informazioni bibliografiche (ICCU)

Registration No CF00608860581

Viale del Castro Pretorio 105

00185 Rome

Italy

VAT No IT00916801004,

represented by Simonetta Buttò, Director (hereinafter referred to as "the coordinator")

1. to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Innovation and Networks Executive Agency,

and

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I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Innovation and Networks Executive Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

Sorina Stanca, Director

Done at Cluj-Napoca, on

In duplicate in English

## MANDATE 7

I, the undersigned,

John Scally, National Librarian and Chief Executive,

representing,

National Library of Scotland (NLS)

George IV Bridge .

EH1 1EW Edinburgh

United Kingdom

VAT No - ,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No INEA/CEF/ICT/A2019/2072350 for the Action No 2019-EU-IA-0035 entitled "Europeana Sport" with the Innovation and Networks Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Istituto Centrale per il Catalogo Unico delle biblioteche italiane e per le informazioni bibliografiche (ICCU)

Registration No CF00608860581

Viale del Castro Pretorio 105

00185 Rome

Italy

VAT No IT00916801004,

represented by Simonetta Buttò, Director (hereinafter referred to as "the coordinator")

1. to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Innovation and Networks Executive Agency,

and

2. to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Innovation and Networks Executive Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator



fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

John Scally, National Librarian and Chief Executive

Done at Edinburgh, on

In duplicate in English

## MANDATE 8

I, the undersigned,

Mervyn Greene, Managing Director,

representing,

EPIC Ireland CHQ DAC (EPIC)

DESIGNATED ACTIVITY COMPANY LIMITED BY SHARES

Registration No 560651

Custom House Quay .

D01 T6K4 Dublin

Ireland

VAT No IE3345292UH,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No INEA/CEF/ICT/A2019/2072350 for the Action No 2019-EU-IA-0035 entitled "Europeana Sport" with the Innovation and Networks Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Istituto Centrale per il Catalogo Unico delle biblioteche italiane e per le informazioni bibliografiche (ICCU)

Registration No CF00608860581

Viale del Castro Pretorio 105

00185 Rome

Italy

VAT No IT00916801004,

represented by Simonetta Buttò, Director (hereinafter referred to as "the coordinator")

1. to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Innovation and Networks Executive Agency,

and

2. to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Innovation and Networks Executive Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

Mervyn Greene, Managing Director

Done at Dublin, on

In duplicate in English

## **ANNEX V**

### **MODEL TECHNICAL REPORT(S)**

The templates for technical report(s) as referred to in Article II.23 are those provided by the Agency, and are available on the Agency website at the following link:

<http://ec.europa.eu/inea/en/connecting-europe-facility/cef-telecom/beneficiaries-info-point>

## **ANNEX VI**

### **MODEL FINANCIAL STATEMENT(S)**

The templates for financial statements as referred to in Article II.23 are those provided by the Agency, and are available on the Agency website at the following link:

<http://ec.europa.eu/inea/en/connecting-europe-facility/cef-telecom/beneficiaries-info-point>



## **ANNEX VII**

### **MODEL TERMS OF REFERENCE FOR THE CERTIFICATE ON THE FINANCIAL STATEMENTS**

The model terms of reference for the certificate on the financial statements as referred to in Article II.23 are those provided by the Agency, and are available on the Agency website at the following link:

<http://ec.europa.eu/inea/en/connecting-europe-facility/cef-telecom/beneficiaries-info-point>

The model terms of reference for the certificate on the financial statements include templates for:

- the Terms of Reference for an Independent Report of Factual Findings on costs declared under a Grant Agreement financed under the Connecting Europe Facility (CEF), and
- the independent report of factual findings on costs declared under a grant agreement financed under the Connecting Europe Facility (CEF), including its annex.