



European Health and Digital Executive Agency

Department B - Digital, Industry and Space
Unit B2 - Digital

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

AGREEMENT No INEA/CEF/ICT/A2020/2371864

The **European Health and Digital Executive Agency (HaDEA)** ("the Agency"), under the powers delegated by the European Commission ("the Commission"), represented for the purposes of signature of this Agreement by the Acting Head of Unit B2 of the Agency, Jean-François Junger,

on the one part,

and

1. Humboldt-Universität zu Berlin (HUB)

Public Sector Body
UNTER DEN LINDEN 6
10099 Berlin
Germany
DE137176824,

hereinafter referred to as "the coordinator", represented for the purposes of signature of this Agreement by Managing Director Research Service Centre, Katrin Salomo and the following other beneficiaries:

2. EUROPEAN UNIVERSITY FOUNDATION-CAMPUS EUROPÆE (EUF-CE) - established in Luxembourg
3. GEANT VERENIGING (GEANT) - established in the Netherlands
4. SVEUCILISTE U ZAGREBU SVEUCILISNI RACUNSKI CENTAR/ UNIVERSITY OF ZAGREB UNIVERSITY COMPUTING CENTRE (SRCE) – established in Croatia
5. UNIVERSITAT DE BARCELONA (UC) – established in Spain
6. ARISTOTELIO PANEPISTIMIO THESSALONIKIS/ ARISTOTLE UNIVERSITY OF THESSALONIKI (AUTH) – established in Greece
7. CENTRE NATIONAL DES OEUVRES UNIVERSITAIRES ET SCOLAIRES (CNOUS) – established in France
8. DEUTSCHES STUDENTENWERK EV (DSW) – established in Germany

9. VETENSKAPSRADET - SWEDISH RESEARCH COUNCIL (SRC) – established in Sweden
10. EUROPEAN COUNCIL FOR STUDENTS AFFAIRS (ECSTA) – established in Belgium
11. EOTVOS LORAND TUDOMANYEGYETEM (ELTE) – established in Hungary
12. FONDAZIONE ENTE NAZIONALE PER IL DIRITTO ALLO STUDIO E PER I SERVIZI AGLI STUDENTI (ENDISU) – established in Italy
13. COMMUNAUTE UNIVERSITES ET ETABLISSEMENTS NORMANDIE UNIVERSITE (UN) – established in France
14. EUROPEAN YOUTH CARD ASSOCIATION (EYCA) – established in the Netherlands
15. VEREIN ZUR FOERDERUNG EINES DEUTSCHEN FORSCHUNGSNETZES DFN VEREIN E.V. (DFN)– established in Germany

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 "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" ("the action"), action number **CEF-TC-2020-3-001** 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 01/09/2021 ("the starting date") until 31/08/2023 ("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 1.995.284,88**.

The grant shall take the form of:

- (a) the reimbursement of 100.00% of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at **EUR 1.995.284,88** 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
- (e) financing not linked to costs: 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:

- Reporting period 1 from the starting date of the action to 31 August 2022;
- Last reporting period from 1 September 2022 to the completion of the action.

4.1.2 Payments

Upon entry into force of the Agreement, the Agency shall make the pre-financing payment of EUR 1.197.171 (one million one hundred ninety-seven thousand one hundred seventy-one 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: Deutsche Bank PFK AG

Precise denomination of the account holder: Humboldt-Universität zu Berlin

Full account number (including bank codes): DE95 1007 0848 0512 6206 01

SWIFT code: DEUTDEDB110

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:

European Health and Digital Executive Agency (HaDEA)
Department B Digital, Industry and Space
Unit B2 Digital
COV2
B-1049 Brussels
E-Mail address: HADEA-CEF-ICT@ec.europa.eu

6.3 Communication details of the beneficiaries

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

For Humboldt-Universität zu Berlin (HUB):

Tamas Molnar
Head of Unit Campuscard Berlin
UNTER DEN LINDEN 6, 10099 Berlin, Germany
E-mail address: tamas.molnar@cms.hu-berlin.de

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: Vetenskapsrådet - Swedish Research Council and Centre national des œuvres universitaires et scolaires.

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.

ARTICLE 23 – ELIGIBILITY OF VOLUNTEERS' WORK

Not applicable.

SIGNATURES

For the coordinator

IA K. Salomo

Katrin Salomo

Done at Berlin on 21.09.2021



For the Agency

Jean-François Junger

Done at Brussels, on

In duplicate in English

ANNEX I

DESCRIPTION OF THE ACTION

ARTICLE I.1 – SCOPE AND OBJECTIVES OF THE ACTION

The current Action EDSSI 2 builds on the work initiated by the European Digital Student Service Infrastructure (EDSSI) project (CEF Action number CEF-TC-4-001). The EDSSI project is developing the EU Student eCard core service platform, by consolidating and integrating a range of ongoing initiatives. The platform is delivering an integrated authentication and authorisation infrastructure that brings together citizens identities (eID/eIDAS) and higher education identities (eduGAIN) to create an interoperable infrastructure serving as a gateway to European/national/local nodes to exchange academic data and to access services.

This Action will ensure efficient technical coordination with the technical teams involved in the CEF EDSSI Action and it will take over the maintenance and operation tasks once the CEF EDSSI Action is finishing its project cycle. The current Action will expand the EU Student eCard core service platform by deploying:

- a) an upgraded eCard solution that will build upon the premise of an EU-wide usable and compatible Student eCard. This new eCard will mark the first time that any student in Europe can use their card at any other institutions without the need for adding a broad range of local hard- or software. The technical infrastructure for this will be a further development of the standardised and open-source NFC interface delivered by the ongoing EDSSI project. This will be combined with an eIDAS based authentication module and a standardised eCard management solution for HEIs which are not equipped with card management systems.
- b) The deployment of the eSignature CEF building block to facilitate legal processes necessary for supporting the mobility of students abroad. The eSignature building block will be implemented to enable a number of use cases. Under this Action, two specific use cases will be implemented: accommodation (for this use case an initial version of the a student housing web application will be developed) and the Online Learning Agreements (existing service for Erasmus+ students). In addition, the Action will create a proof-of-concept for eArchive building block will be created in the context of the data exchange network and a usability report will be produced for the eTranslate CEF building block.

Upon the completion of the CEF Action EDSSI L2 proposal, the technical infrastructure of the EU Student eCard core service platform will be comprised of:

- a) an authentication system based on eIDAS and eduGAIN;
- b) the HEI Registry and the already established Data Exchange Network;
- c) a set of new standardised software components for a seamless NFC interoperability of Student eCard;
- d) a standardised and open source eCard management system to pursue the objective of equipping all students with a European student card by 2025;
- e) a set of eServices for students, including the planned eSignature service supporting students in their process of preparing their stay abroad.

The core service will also enable a bridge with the European Youth Card, opening the possibility for HEIs to co-brand their cards and substantially add value (and therefore services) for card holders. This open-source technical infrastructure will be tightly integrated, compliant with the highest level of security and based on the EU General Data Protection Regulations and will be operated by a uniquely positioned consortium representing all relevant stakeholder groups with HEIs, Student Service Providers (SSPs), infrastructure providers, all previously involved in high impact digitisation efforts in HEI. Stakeholders will be able to contribute to the design and development through forums for technical partners, business process owners, international relations offices and policy stakeholders and the knowledge base update will support users of the infrastructure through relevant technical and non-technical documentation enabling user feedback to allow for an efficient and agile roll-out.

ARTICLE I.2 – LOCATION OF THE ACTION

- I.2.1 Member State(s): Belgium, Croatia, France, Germany, Greece, Hungary, Italy, Luxembourg, the Netherlands, Spain, Sweden
- 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	Enabling eCard Interoperability	01/09/2021	31/08/2023	MS1.1 – MS1.6
2	Deploying CEF building blocks and e-Services	01/09/2021	31/08/2023	MS2.1 – MS2.5
3	Performing testing and roll-out	01/01/2022	31/08/2023	MS3.1 – MS3.4
4	Maintenance and operations	01/09/2021	31/08/2023	MS4.1 – MS4.10
5	Enhance adoption by the community	01/09/2021	31/08/2023	MS5.1 – MS5.7
6	Project management	01/09/2021	31/08/2023	MS6.1 – MS6.6

I.3.2 Activities description

Activity 1: Enabling eCard Interoperability

The objective of this activity is to expand the EU Student eCard core service platform with an interoperable student eCard component. The activity will create a method and a standard for interoperability and compatibility for an NFC-based eCard system, which will allow students to use their local eCards at foreign institutions. The key to achieving this truly seamless user

experience will be to overcome the hardware and service boundaries currently hampering the full potential of interoperability between these systems. The hardware problems will be addressed in this activity by creating a bundle of standardised microservices, which can be integrated into new or existing eCard Apps of the HEIs. The microservices will offer two distinctive features: a) the hardware emulation components required for the physical communication between the smartphone of the student and the system of the foreign HEI and b) the payload information required by the service stack at the foreign HEI. This will also include the reliance on and the connection to the bridge with eIDAS created by the MyAcademicID project. For the roll-out of the European Student Card (ESC - all students should hold an ESC by 2025) full hardware and software compatibility is achieved by providing HEIs which are not equipped with their own card management system a standardised eCard management system.

The tasks of this activity are as follows:

Task 1.1 - Requirements analysis for eCard Services (Lead: HUB; Contributors: All)

This task will create an overview of the technologies used and requirements for the software development. Existing eCard systems of the HEIs will be analysed and a plan will be created on how the new microservices can be easily integrated into these systems.

Indicator: Software Development Plan Document by M4

Task 1.2 - Development of NFC interoperability on eCards App (Lead: HUB)

The NFC interoperability microservices will be created for both the hardware emulation and the payload compatibility. The development activities will deliver a standardised software solution, which can be integrated into multiple existing eCard systems and Apps.

Indicator: Successful demonstration of the integration of the new microservices into an existing eCard App by M12

Task 1.3 - Enabling eIDAS authentication on eCards App (Lead: GEANT)

Integration of the eIDAS authentication feature into the eCards App microservices to enable users to authenticate on the mobile App using eIDAS. Depending on the local implementation of the eCard this will enable the deployment of use cases requiring higher levels of authentication and identification.

Indicator: Demonstration of the eIDAS authentication microservice in an eCard App (M12)

Task 1.4 - Providing standardised eCard management solution (Lead: HUB)

To prevent a digital divide among HEIs, it is essential to offer "light" software solutions that enable them to issue their cards, possibly hosted on shared solutions (SAAS). Each country or community can then freely find the pooling solution adapted to their context. This task will require HUB and NU to ensure that their open source solutions are technically capable of becoming shared solutions. The solution will also enable the possibility to co-brand eCards with ESC and the European Youth Card.

Indicator: Availability of two open source eCard management systems (M12)

Task 1.5 - Developing open source NFC reader system for service provider (Lead: HUB; Contributors: EYCA)

The development of an open source NFC reader system for service providers aims at speeding up uptake of the eCard solution by the higher education community and at the same time minimise implementation costs. EYCA will contribute to enable the co-branding of card with the European Youth Card.

Indicator: NFC integration of at least one existing service per testing partner (M17)

Task 1.6 - Adapting feature sets from physical cards for the eCard App (Lead: NU)

To demonstrate the ability of students to download feature sets of host institutions on their home institution eCard App, NU will adapt two features: LeoKey to access premises, LeoCode to access libraries and the culture pass and initiate work on the deployment of a third feature which is the French national payment system Izly.

Indicator: Availability of the NU feature sets for eCard Apps (M12)

Deliverables:

- Software Development Plan
- Software components (microservices) for the hardware emulation and service payload
- eIDAS authentication on the eCard App
- 2 standardised and open source eCard management systems
- Open source NFC reader system and documentation
- NU eCard compatible feature set

Activity 2: Deploying CEF building blocks and e-Services

The objective of this activity is a) to start deploying CEF building blocks in the core service infrastructure and b) to initiate the launch of new eservices for students based on these building blocks. More concretely the project will follow-up on the work of the ongoing CEF EDSSI Action (in particular Task 1.8) by defining concrete requirements and creating a production system for eSignatures, which will be integrated with the housing use case for signing rental contracts and the Online Learning Agreement. Moreover, a proof-of-concept for eArchive will be created in the context of the data exchange network. In addition, an initial version of a student housing web application will be developed to allow students to find their housing before leaving their home country and a usability report will be produced for the eTranslate CEF building block.

The tasks of this activity are as follows:

Task 2.1: Updating requirements analysis for building blocks and e-services (Lead: GEANT; Contributors: All)

This task will be based on the work produced by the ongoing CEF EDSSI L1 Action (notably Task 1.8 and the usability report of the CEF eArchive and eSignature building blocks). It will prepare a detailed requirements analysis for the subsequent tasks concerning the CEF building blocks and the deployment of new e-services. The Action will also get familiar with the work

of other CEF Action deploying eSignature for the HEI (CEF Actions 2017-DE-IA-0022, 2020-EU-IA-0056 and 2020-EU-IA-0115).

Indicator: Delivery of requirement report in M4

Task 2.2: Building an eSignature solution (Lead: SRC; Contributors; AUTH)

An eIDAS compliant eSignature solution, based on eduSign (a Swedish signature service operated by the SRC and based on the CEF eSignature building block), will be made available to the HE community.

The eSignature service will be upgraded to be operated at European level allowing users to authenticate using the MyAcademicID proxy (with eIDAS or eduGAIN depending on the level of trust required for the signature) and electronically sign PDF or XML files. AUTH will make their Trust Certificate Authority available to the eSign service. The service will then be implemented on the Online Learning Agreement platform and the housing platform.

While the first use cases of the portal will be applied to the signature of rental contracts and online Learning Agreements, the development will be future-proofed to fulfil other mobility use cases in the future.

Indicator: Delivery of eSignature service in M12

Task 2.3: Creating a Proof of concept for eArchive services (Lead: UB)

The eArchive CEF building block will be applied to the way HEIs store and archive data that is exchanged through the data exchange network. A proof-of-concept will be developed, applied to the eArchiving of transcript of records, and made available in open source to the HE community to deploy it locally.

Indicator: Proof-of-concept by M20 and recommendation report by M24

Task 2.4: Usability report of eTranslate CEF building block (Lead: AUTH)

The eTranslate CEF building block coverage will be analysed to map potential implementation on the core service, notably with regards to the translation of student records when being sent through the data exchange network and the translation of user interfaces.

Indicator: eTranslate usability report by M16

Task 2.5: Student housing web-Application with eSignature (Lead: DSW)

A student housing application will be developed to enable public and private student service providers (depending on the legal framework) to manage their housing offer and allow students to apply for them and sign the rental agreements. The open source code will be made available to student service providers to deploy for their institution(s). The development will be based on expertise accrued through public student service providers, the national housing management service in France (lokaviz.fr) and research projects like Houserasmus+ and HOME.

Indicator: Proof-of-concept by M12 and recommendation report by M24

Task 2.6 Connecting e-services to the interoperability infrastructure (Lead: EUF)

The design of the housing e-service will provide the opportunity to assess how e-services can be connected to the interoperability infrastructure to enable student-centred data transfers from the nodes of the data exchange network to the e-services to provide students immediate access to the e-services with an extended range of attributes being transferred.

Indicator: Recommendation report by M20

Deliverables:

- Updated requirements report
- eSignature service
- eArchive proof-of-concept implementation
- eTranslate usability report
- Student housing web-application proof-of-concept implementation
- Proof-of-concept recommendation report for further development
- Report on connecting e-services to the interoperability infrastructure

Subcontracting costs: CAB audit of the proxy service that will act as a HARICA Registration Authority for Qualified and non-Qualified Certificates (Task 2.2.)

Activity 3: Performing testing and roll-out

The objective of this activity is to test and roll-out the new features of the EU Student eCard core service platform by the core testing partners of the consortium: UB, ELTE, AUTH, HUB, SRCE, NU, CNOUS, DSW and ENDISU. These institutions will a) implement and test the deliverables and b) roll them out to their community to set the example for the European HE community. It is noteworthy that UB, ELTE and AUTH are directly involved in European University initiatives selected by the EC and SRCE is indirectly involved in such an alliance, and these alliances will be ideal test cases for the mobility of students. The features tested are rolled out are: eCard, NFC readers, the housing web application and the eSignature service. Synthetic testing will be applied to eArchive.

The tasks of this activity are as follows:

Task 3.1: Planning testing phases (Lead: SRCE)

The planning of the testing phases will be done in close cooperation with the A1 & A2 leaders to understand the timing and features to be tested. SRCE will propose the outline for the testing phases carried out by task 3.2 and 3.3.

Indicator: Delivery of plan by M8

Task 3.2: Internal synthetic testing (Lead: UB)

The synthetic testing will allow testing sequences without real user data. They will take place in the phase of finalising the technical deliverables and before the testing in task 3.3 takes place.

Indicator: Implementation corrections based on feedback from synthetic testing round by M12

Task 3.3: Testing and roll-out (Lead: SRCE)

The testing and roll-out are key to the success of the uptake of the new features of the platform. First the Action's beneficiaries will implement/test the deliverables under the four sub-tasks

below and once this phase is successfully completed, they will proceed with the roll-out in their respective institutions.

Indicator: Successful adoption of deliverables from A1 and A2 by M16

Task 3.3.1: eCard (Lead: HUB)

The eCard will be tested by SRCE, AUTH, UB, ELTE, HUB and NU by either using the application produced by the project (and connecting their information system to it) or by implementing the eCard open source module within their own mobile App.

Indicator: Roll-out of the EU Student eCard by at least 5 HEIs

Task 3.3.2: NFC reader system (Lead: HUB)

The NFC reader system will be deployed by local members of the involved student service networks (CNOUS, DSW, ENDISU) and the HEIs AUTH, UB, ELTE, HUB and NU.

Indicator: Deployment of at least 5 NFC readers per involved HEI.

Task 3.3.3: Housing application (Lead: DSW)

The housing use case will be implemented and tested by members of DSW, CNOUS and ENDISU to manage data on availability of student housing and manage the student applications.

Indicator: 3 instances of deployment of the application

Task 3.3.4: eSignature (Lead: SRC; Contributors: DSW, AUTH)

The eSignature module will be implemented for the housing application (by DSW) and the Online Learning Agreement (by AUTH) to showcase that (qualified) signatures may be used to advance student mobility.

Indicator: Ability to conclude the respective agreement/contract by M16

Task 3.4: Updating the knowledge base (Lead: EUF)

In parallel to the testing phase, the EUF will update the knowledge base jointly with the activity leaders.

Indicator: Knowledge base updated in time for roll-out (M16)

Deliverables:

- Testing plan
- Testing reports
- Roll-out reports
- eSignature implementation on Online Learning Agreement and housing services
- Updated knowledge base

Subcontracting costs:

- CNOUS, ENDISU and DSW will subcontract the implementation of the housing application to local members. (Task 3.3.4)

Other costs:

- SRCE, AUTH, UB, ELTE, HUB, NU will purchase each NFC reader systems.

Activity 4: Maintenance and operations

This activity aims at ensuring efficient technical coordination with the technical teams involved in the CEF EDSSI L1 Action and the current Action and taking over the maintenance and operation tasks once the CEF EDSSI L1 Action is finishing its project cycle. The activity will therefore coordinate the development of the different tasks in A1 and A2 together and secondly link the systems created in the EDSSI L1 project with the solutions from the EDSSI L2 project.

The technical coordination will be used to bundle the system development activities from the first two activities together and ensure the coherence of the development and the creation of compatible systems. The tasks in this activity will be centred around the integration and update of the achievements of the level 1 systems from the previous project to the new advanced system standard.

The tasks of this activity are as follows:

Task 4.1: Updating the EDSSI solution architecture document (Lead: GEANT)

The documentation of the CEF EDSSI L1 Action will be updated for the connection of the new system services created by the current EDSSI L2 Action.

Indicator: Updated solution architecture document by M4

Task 4.2: Technical coordination (Lead: GEANT)

The technical coordination will be done to ensure the coherence of the system development of the separately running but parallel system development in activity 1 and 2. This task will guarantee the compatibility and consistency of the software components created by the beneficiaries.

Indicator: Timely deployment of the deliverables and implementation of corrective measures when required.

Task 4.3: Monitoring of developments in the field of SSI & once only principle (Lead: GEANT; Contributors: SRC)

This task will monitor the developments in the field of once-only-principle and self-sovereign identities (in particular as regards the EC proposal for the European Digital Identity as well as European Blockchain Service Infrastructure as regards Diploma use case & SSI use cases). It will allow to identify appropriate solutions for the further development of the EU Student eCard core service - notably with respect to the user-centred workflows.

Indicator: Timely delivery of report in M24 (and in case a major development occurs an intermediate report is published).

Task 4.4: Maintenance of the network and registry (Lead: AUTH)

The corrective and evaluative maintenance of the data exchange network and underlying registry will be carried out by this activity to ensure appropriate uptime of the registry and

therefore the network.

Indicator: 99,9% of uptime of the registry.

Task 4.5: Maintenance of the eIDAS Gateway & MyAcademicID Identity & Access Management Platform (Lead: GEANT)

The corrective and evaluative maintenance of the identification and access management platform will be ensured to enable students to access e-services using their student or eIDAS credentials.

Indicator: 99,9% uptime of the proxy

Task 4.6: Maintenance of the ESC-R (Lead: CNOUS)

The maintenance of the ESC platform will be carried out by this task to enable HEIs to issue student cards and verify the student status of card holders.

Indicator: 99,9% of uptime of the ESC-R

Task 4.7: Maintenance of the OSUA (Lead: EUF)

The maintenance of the Open Source University Alliance repository will be done to allow the community to donate their open source code to their peers.

Indicator: At least 5 new open source code donations by M24

Task 4.8: Update of the data standard (ELMO) (Lead: HUB)

This task will be used to update the ELMO format to include the data required for the system development.

Indicator: Approval of the communication interfaces and the data standard (ELMO)

Task 4.9 - Performing privacy audit (Lead: GEANT)

The privacy of the infrastructure, in accordance with existing legal frameworks, notably the GDPR regulation, will be audited during the testing phase of the project.

Indicator: Audit report key recommendations implemented in time for the roll-out phase (M15)

Task 4.10 Legal framework (Lead: EUF)

The core service platform will require constant monitoring of the terms and conditions, privacy policies and general compliance with legislation and standards as well as making sure new developments (both technical and legal) are properly addressed by the legal framework.

Indicator: Timely implementation of legal frameworks to enable testing (M12).

Deliverables:

- Updated solution architecture document
- SSI and once-only-principle monitoring report
- Updated ELMO data standard
- Privacy audit report

- Updated legal framework

Subcontracting costs:

- GEANT will subcontract the privacy audit (Task 4.9).

Activity 5: Enhance adoption by the community

This activity aims at ensuring that the core service platform is broadly adopted by the HE community by a) ensuring stakeholder engagement, b) creating visibility for the core service platform features, c) providing training to ensure the uptake of the core service platform features, and d) updating the sustainability requirements.

The tasks of this activity are as follows:

Task 5.1: Deployment planning (Lead: EUF)

The deployment planning will ensure the technical development, testing, and maintenance (A1, A2, A3, A4) tasks are consulted to plan the deployment of results (communication, training, maintenance).

Indicator: Delivery of the deployment plan by M4

Task 5.2: Update of the branding and communication kit (Lead: EUF)

The brand developed by the first project will be updated in light of the new developments brought by this proposal and the communication kit will be updated accordingly. This activity will be done in close cooperation with the tasks executed under the first project.

Indicator: Updated branding and communication kit by M4

Task 5.3: Update of the main information portal (Lead: EUF)

The main information portal, built by the ongoing project, will be updated with the information based on the outcome of T5.2. The same partners are responsible under the ongoing project and this proposal for the execution of this task, easing the integration of new components to the web portal.

Indicator: Update of the portal demonstrating continuity of the EU Student eCard core service to the HE community (M8)

Task 5.4: Update of the training strategy and material (Lead: ECSTA)

The training material and strategy will be updated to take into account the developments proposed by this proposal. It will allow experts to accelerate uptake by providing training activities in various HE events (beyond the scope of the present project). Close cooperation with DG EAC services and National Agencies as well as NRENs will be ensured in this process.

Indicator: Approved training strategy by SC (M12). Participation in 10 training events (M24).

Task 5.5: EDSSI governance (Lead: EUF; Contributors: GEANT, DFN)

The stakeholder forums will contribute to the EDSSI governance, notably by tackling the new use cases. The main categories of forums are: Business process owners (Student Service

Providers and International Relation Offices at universities; Technical stakeholder (implementers); Policy stakeholders (national and European authorities). This task will be carried out by EUF with support of GEANT and DFN.

Indicator: Organisation of the stakeholder forum by M16

Task 5.6: Organising dissemination activities (Lead: ECSTA; Contributors: GEANT, DFN)

Ensuring roll-out by conducting online and physical dissemination activities connected to relevant milestones as outlined in the communication strategy. Particularly, utilising dissemination channels of the partners and through the centralised EDSSI information portal. An EU student eCard core service conference will be organised in M24 to showcase the new developments. This task will be carried out by EUF with support of GEANT and DFN.

Indicator: Number of engaged HEIs (3000), Number of participants in conference (150)

Task 5.7: Sustainability requirements (Lead: EUF)

The sustainability requirements will be established by the Activity leaders of the project to ensure the EUF is able to liaise with the EC services (DG CONNECT and EAC) on the sustainability plan of the core service.

Indicator: Review of the requirements produced by the ongoing project (M16); Final report (M24)

Deliverables:

- Deployment plan
- Updated branding and communication kit
- Updated of the information portal
- Updated training strategy and material
- Stakeholder forum report
- EU Student eCard closing conference
- Sustainability requirement report

Other costs:

- EUF: organisation of stakeholder forum - logistics, catering, accommodation, and travel costs for speakers (EUF) (Task 5.5);
- ECSTA – organisation of the EU Student eCard conference (Task 5.6);
- ECSTA, EUF and GEANT: travel costs for external experts to attend project meetings.

Activity 6: Project management

This activity encompasses the overall management and quality assurance aspects of the project. This includes elements like coordination of work-plan, grant-management, financial management, communication between consortium partners and organisation of meetings to ensure a timely and successful completion of the project. The activity will also ensure the evaluation activities are assessing the key indicators specified by the call (notably number of connected student services, level of satisfaction with the core service platform).

The tasks of this activity are as follows:

Task 6.1: Coordination (Lead: HUB)

Coordination of the overall work-plan, utilising a project management tool and detailing of work-plans for each activity by their respective leader to allow the quality assurance & evaluation task leader to monitor and evaluate overall progress. This task also includes setup and coordination of a communication platform between partners and virtual meetings that complement the physical meetings.

Indicator: All milestones are met in a timely fashion

Task 6.2: Financial management (budget control, distribution of funds) (Lead: HUB)

HUB will plan the financial allocation and instalments according to the approved budget and possible changes approved by the steering committee. The bi-annual reports will allow carrying out the budget control and receiving the proofs of expenditure.

Indicator: Meeting 90% of financial execution of initially foreseen costs

Task 6.3: Quality Assurance & Evaluation (Lead: ELTE)

Ensure successful and timely completion of project goals, within the approved budget. This will be done by creating and approving a Quality Assurance and Evaluation plan, including all actions and measures that will be taken by the consortium to ensure quality of coordination, implementation as well as monitoring of indicators of success and milestones as described in this application and the indicators mentioned by the call for proposal (number of connected services, level of satisfaction with the core service platform). The plan will be approved in the second Steering Committee meeting and will be the basis for two progress reports and a final report.

Indicator: Completion of three reports (M10, M18, M24)

Task 6.4: Meeting organisation (Lead: HUB)

This task will ensure organisation of:

- (a) online Steering Committee,
- (b) 4 technical meetings
- (c) 3 Consortium meetings.

The Steering Committee is composed of the activity leaders and the QA and evaluation task leader, while technical meetings involve all technical partners supporting the implementation and offer a space of discussion and decision making on technical issues. The whole consortium will meet three times throughout the project.

Indicator: 90% overall attendance of physical and virtual meetings by all consortium partners

Task 6.5: Sustainability & Transfer (Lead: ELTE)

Creation of a general sustainability strategy, to inform the discussions on the sustainability requirements (T5.7) and planning of handover and transfer documentation that entails all relevant steps for the handover, providing information on modalities and ensuring a smooth transition. The task will result in a hand-over report to be produced by M24 that includes

elements of the sustainability requirements.

Indicator: Overview of all material part of the grant agreement’s execution that avoids vendor lock-in and steps of transfer approved by the EC.

Deliverables:

- Detailed work plans for all activities
- 3 Quality Assurance & Evaluation report
- Consortium partnership agreement
- Minutes and reports from meetings
- Hand-over report

Other costs: participation in the consortium and technical meetings (travel + accommodation)

ARTICLE I.4 – MILESTONES AND MEANS OF VERIFICATION

Milestone number	Milestone description	Indicative completion date	Means of verification
MS 1.1	Software Development Plan: the plan will outline the development activities to be conducted to enabling the eCard system	M4	Release of report
MS 1.2	NFC interoperability microservices: Delivery of the software components (microservices) for the hardware emulation and service payload	M12	Release of the code
MS 1.3	eIDAS authentication on the eCard App: Student will be able to authenticate on eCard Apps using their eIDAS credentials	M13	Demonstration on Campus Card Berlin App
MS 1.4	eCard management systems: Two standardized and open source eCard management systems will be made available for HEIs to issue their eCards	M12	Code availability on the Open Source University Alliance
MS 1.5	NFC reader system: An open source NFC reader system will be made available to allow HEIs to easily roll-out the NFC interoperable eCards in their institutions	M12	Code availability on the Open Source University Alliance
MS 1.6	NU eCard compatible feature set: the feature set available for NU card holders will be made compatible for the use with eCards	M12	Demonstration of feature set download on an eCard APP
MS 2.1	Updated requirements analysis report: the analysis will outline the implementation work to be done for the eSignature service, the eArchive PoC, the eDelivery PoC and the housing application. This report will serve as reference document for the development to be conducted in A2	M4	Release of report

MS 2.2	eSignature service launch: The launch of the eSignature service will pave the way for the testing and roll-out of the service by the Online Learning Agreement and housing applications	M12	Release of the technical platform
MS 2.3	Archive proof of-concept: the proof-of-concept of the eArchive service will demonstrate how HEIs can eArchive relevant student records transferred via the data exchange network	M20/M24	Open source code and recommendation report
MS 2.4	eTranslate usability report will analyse how the building block can enable multilingual communication both for the documents exchanged via the data exchange network and the user interfaces	M16	Usability report
MS 2.5	Housing web application proof-of-concept: The proof-of-concept for the housing web application will allow to demonstrate how student service providers can make manage their housing offer digitally and make the data available to incoming students before they arrive at destination. The housing web application will integrate with the eSignature solution.	M20	Open source code
MS 3.1	Testing plan will outline how the synthetic testing will be conducted and provide details on how/when partners will test the different deliverables of A1 and A2	M8	Report
MS 3.2	Testing report will provide an overview of how the different deliverables where testes, the obstacles and mitigation actions put in place, as well as how the partners plan to roll-out the tested deliverables	M16	Report
MS 3.3	Roll-out report will provide an overview of how the partners have rolled-out the different deliverables within their institutions and services. It will provide also recommendation on how further roll-out will be ensured by consortium partners and beyond to reach the relevant target groups	M24	Report
MS 3.4	eSignature implementation: the implementation of the eSignature service will be done on the Online Learning Agreement platform and the housing web-service	M16	Demonstration
MS 3.5	Knowledge base update: The knowledge base built by the EDSSI L1 consortium will be updated with the relevant components delivered by EDSSI L2 to ensure that the	M12	Online knowledge base update

	community can access relevant information to deploy the additional components of the core service platform.		
MS 4.1	Solution architecture document update: The solution architecture document will be updated for EDSSI L2	M4	Report
MS 4.2	SSI and once-only- principle monitoring: The report on the SSI and once-only-principle monitoring will be released at the end of the project to document any changes/opportunities in the field that may have or will impact the core service platform development and maintenance	M24	Report
MS 4.3	ELMO standard: The update of the ELMO standard will allow to expand and maintain the data standard on which the core service platform has been built to ensure optimal interoperability	M4 M12	and ELMO data standard documentation
MS 4.4	Core service platform maintenance: The EDSSI L1 project will be finalised by M12 of this project proposal, hence it is foreseen that the components of the core service platform delivered by EDSSI L1 will be taken over by the EDSSI L2 project partners to ensure corrective and evaluative maintenance. These components are: Data exchange network and registry, eID and authentication proxy, ESC-R, OSUA.	M12	Availability of the components throughout the remaining duration of the EDSSI L2 project
MS 4.5	Privacy audit will be carried out on the legal framework to be rolled out by the consortium partners	M15	Report
MS 4.6	Legal framework will be updated with the delivery of new components for the core service platform. It will ensure the legal terms and conditions between the involved stakeholders will allow for a smooth roll-out of the infrastructure	M12	Legal documentation
MS 5.1	The deployment plan will serve to involve all partners responsible for development, communication and maintenance to plan the deployment of the new deliverables produced by EDSSI L2	M4	Report
MS 5.2	Branding and communication kit: The EDSSI L1 branding and communication kit will be updated to reflect the development happening in EDSSI L2.	M4	Updated kit
MS 5.3	Updated information portal: The website produced by the EDSSI L1 consortium will be updated with information relevant to the	M8	Updated website

EDSSI L2 project			
MS 5.4	Training strategy: project partners to outline how project partners should engage in HE events and train peers on the use of EDSSI L2 deliverables. The training strategy will include a planning of external events to be attended (events hosted by Erasmus+ NAs, NRENs, European stakeholders (EAIE))	M8	Report
MS 5.5	Closing conference: The EU student eCard closing conference will be organised to demonstrate how the project deliverables were planned, developed and implemented. The conference will serve as an inspiration for HE colleagues to implement results at their own institutions. The closing conference will also outline the forthcoming plan	M24	Event
MS 5.6	Stakeholder forum: The stakeholder forum will take place in M13 taking over from the stakeholder forum managed by EDSSI L1. The forum will mark the beginning of stakeholder consultation to ensure appropriate roll-out, maintenance and sustainability of project deliverables. The stakeholder forum will be organised in one event giving each of the target groups dedicated consultation sessions (business process owners, technical stakeholders, policy stakeholders)	M13	Meeting
MS 5.7	The sustainability requirements will be first reviewed by M16 with the input from EDSSI L1 and then adjusted with the deliverables of EDSSI L2 by M24	M16; M24	Report
MS 6.1	The Steering Committee will meet every second month to discuss the project progress, approve deliverables and when necessary plan steps for remediation actions	M1, M3, M5, M7, M9, M11, M13, M15, M17, M19, M21, M23	Meeting reports
MS 6.2	Consortium meetings The consortium partners will meet three times during the project lifecycle to discuss and plan the project overall deliverables and strategy and make sure partners have a continued shared understanding of the project goals	M4, M12, M20	Meeting reports
MS 6.3	Technical meetings: There will be 4 technical meetings gathering the technical teams to plan/outline development, coordinate linked deliverables, and discuss	M2, M8, M14, M18	Meeting reports

	corrective and evaluative maintenance measures		
MS 6.4	Progress reports: Activity leaders will be required to provide 2 progress reports and one final report for the project coordinator and the quality assurance and evaluation leader. These reports will serve to inform further decisions by the Steering committee members and consortium partners	M10, M18, M24	Reports
MS 6.5	Documentation handover will be added to the EDSSI L1 documentation, and therefore present a comprehensive handover documentation of the EU Student eCard core service platform.	M24	Report

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
 - (i) in its legal, financial, technical, organisational or ownership situation or of its affiliated entities;
 - (ii) in its name, address or legal representative or of its affiliated entities;
 - (iii) regarding the exclusion situations listed in Article 136 of Regulation (EU)2018/1046¹, including for 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.

¹ Regulation (EU, Euratom) 2018/1046 on the financial rules applicable to the general budget of the Union, repealing Regulation (EU, Euratom) No 966/2012 (2012 Financial Regulation)

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;
 - any events or circumstances likely to affect or delay the implementation of the action, of which the coordinator is aware;
 - any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046², including for its affiliated entities.
 - (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

² Regulation (EU, Euratom) 2018/1046 on the financial rules applicable to the general budget of the Union, repealing Regulation (EU, Euratom) No 966/2012 (2012 Financial Regulation)

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.

In particular, the parties agree that any formal notification made by mail or email has full legal effect and is admissible as evidence in administrative or judicial proceedings.

If a party requests written confirmation of an electronic communication within a reasonable time, the sender must provide the signed hard copy of the document sent electronically as soon as possible.

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. The sending party must be able to prove the date of dispatch, for instance by an automatically generated read or receipt report. 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 or courier 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, any other direct or indirect personal interest 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 (EU) No 2018/1725³.

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

³ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC

Article II.27.

The beneficiaries shall have the right of access, rectify or erase their own personal data and the right to restrict or, where applicable, the right to data portability or the right to object to data processing in accordance with Regulation (EU) 2018/1725. For this purpose, they must send any queries concerning the processing of their personal data 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 beneficiary may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the agreement. The beneficiary must ensure that the personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

The beneficiary must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing of the personal data concerned. This is in order to ensure, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

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 European Health and Digital 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 2014/24/EU⁴ or any previous applicable Union legislation or 'contracting entities' within the meaning of Directive 2014/25/EU⁵ 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.

A 'breach of obligations' shall be understood as a failure by the beneficiary to fulfil one or more of its contractual obligations.

Where, in accordance with Article 3(b), (c), (d) or (e) the grant takes the form of a unit, lump sum, flat-rate contribution or financing not linked to costs, 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.

⁴ 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

⁵ 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

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:

- (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 2014/24/EU⁶ or any previous applicable Union legislation or contracting entities within the meaning of Directive 2014/25/EU⁷ 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.

⁶ 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

⁷ 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

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 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 if achieving the objective of the action as specified in Annex I would otherwise be impossible or overly difficult;
- (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 eligibility and award criteria;
- (b) the amount of the prize;
- (c) 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 irregularities, fraud or breach of obligations in the award procedure or in the implementation of the Agreement;
- (b) if the Agency has evidence that a beneficiary has committed systemic or recurrent 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 irregularities, fraud or breach of obligations have a material impact on this grant;
- (c) if the Agency suspects 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 or a change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, is likely to affect the implementation of the Agreement substantially, 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, any related person as defined in the second subparagraph or any natural person who is essential for the award or for the implementation of the agreement have committed serious breach of obligations, including improper implementation of the action as specified in Annex I;
- (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 a natural or legal person that assumes unlimited liability for the debts of that beneficiary:
 - i. is declared bankrupt, is subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a Court, has entered into an agreement with creditors, has suspended business activities or is in any analogous situation arising from a similar procedure provided for under the Union or national law;
 - ii. is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- (f) if a beneficiary or any related person, or any natural person who is essential for the award or for the implementation of the agreement has committed:
 - i. grave professional misconduct proven by any means;
 - ii. fraud;
 - iii. corruption;
 - iv. conduct related to criminal organisations;
 - v. money laundering;
 - vi. terrorism-related crimes (including terrorism financing);
 - vii. child labour or other offences concerning trafficking of human beings;
- (g) if a beneficiary or any related person or any natural person who is essential for the award or for the implementation of the agreement has created an entity under a different jurisdiction with the intend to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- (h) a beneficiary or any related person or any natural person who is essential for the award or for the implementation of the agreement has been created with the intend referred to in point (g) ;
- (i) if the Agency has evidence that a beneficiary or any related person, or any natural person who is essential for the award or for the implementation of the agreement, has committed irregularities, fraud or breach of obligations 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 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 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 (e) to (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 (c) and (f) to (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 (f), (i) and (j), "fraud" shall mean any intentional act or 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 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.

For the purposes of point (f), "grave professional misconduct" shall mean a violation of applicable laws or regulations or ethical standards of the profession to which a person or entity belongs, or any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.

For the purpose of points (c), (e), (i) and (j), "breach of obligations" shall mean as defined in the 2nd hyphen of Article II.9.5

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), (g), (h), (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 or contributions 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 activities undertaken before the date when the termination takes effect or the end date of the implementation period as specified in Article 2.2, whichever is the earliest, must be taken into account. Where the grant takes the form of reimbursement of costs actually incurred as provided for in Article 3(a)(i), 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), (g), (h), (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 (I) 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.

II.20.6 Reimbursement of pre-determined financing not linked to costs

Where, in accordance with Article 3(e), the grant takes the form of the reimbursement of financing not linked to costs, the beneficiary must declare as eligible costs or as requested contribution the global amount specified in Article 3(e), 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 a financing not linked to costs.

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 or which, as provided for in Article 3(e), take the form of financing not linked to cost;
- 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 financing not linked to costs, unit costs/contribution and lump sums where the grant takes the form of the reimbursement of financing not linked to costs, unit or lump sum costs or of a financing not linked to costs, unit or lump sum contribution in accordance with Article 3(a)(ii), (iii), (b) or (c) or (e), 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 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 external 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 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 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), 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.
 - (v) where, in accordance with Article 3(e), the grant takes the form of financing not linked to costs, the Agency applies financing not linked to costs specified in that

Article for the corresponding beneficiaries, affiliated entities and implementing bodies if it finds that the conditions specified in Annex I are fulfilled and/or the results specified in Annex I are achieved during the concerned reporting period.

- (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 and contributions incurred for the implementation of the action. 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, irregularities, fraud or breach of obligation in the award procedure or in the implementation of the Agreement;
- (b) if the Agency has evidence that a beneficiary has committed systemic or recurrent 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 irregularities, fraud or breach of obligations have a material impact on this grant;
- (c) if the Agency suspects 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 actually incurred, 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;
- (e) where, in accordance with Article 3(e), the grant takes the form of a financing not linked to costs, the amount specified in that Article for the corresponding beneficiaries, affiliated entities and implementing bodies if it finds that the conditions specified in Annex I were fulfilled and/or the results specified in Annex I were achieved.

The amount of volunteers' work declared as direct eligible costs for the corresponding beneficiaries and affiliated entities must be limited to the following amount, whichever is the lowest:

- (i) the total sources of financing as indicated in the final financial statement and as accepted by the Agency multiplied by fifty per cent; or
- (ii) the amount of volunteers' work indicated in the estimated budget set out in Annex III.

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.

If volunteers' work is declared as part of direct eligible costs, the final amount of the grant is limited to the amount of total eligible costs and contributions approved by the Agency minus the amount of volunteers' work approved by the Agency.

II.25.3 Reduction due to the no-profit rule

The grant may not produce a profit for the beneficiary, unless specified otherwise in the Special Conditions.

The profit must be calculated as follows:

- (a) calculate the surplus of the total receipts of the action, over the total eligible costs of the action, as follows:

{ receipts of the action

minus

the consolidated total eligible costs and contributions approved by the Agency corresponding to the amounts determined in accordance with Article II.25.1 }

The receipts of the action are calculated as follows:

{ the revenue generated by the action for the beneficiary and its affiliated entities other than non-profit organisations

plus

the amount obtained following Articles II.25.1 and II.25.2 }

The revenue generated by the action is the consolidated revenue established, generated or confirmed for the beneficiaries and affiliated entities and or implementing bodies other than non-profit organisations on the date on which the request for payment of the balance is drawn up by the coordinator.

In kind and financial contributions made by third parties are not considered receipts.

- (b) If the amount calculated under point (a) is positive, this amount will be deducted from the amount calculated following Articles II.25.1 and II.25.2 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.

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:
- (iii) its intention to reduce the maximum amount of the grant;
 - (iv) the amount by which it intends to reduce the grant;
 - (v) 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:
- $$\left\{ \left\{ \begin{array}{l} \text{Beneficiary's costs (including the costs of its affiliated entities and} \\ \text{implementing bodies if applicable) declared in the final financial} \\ \text{statement and approved by the Agency multiplied by the} \\ \text{reimbursement rate(s) set out in Article 3(a) for the beneficiary} \\ \text{concerned} \end{array} \right\} \right.$$
- divided by
- $$\text{the amount calculated according to Article II.25.1}$$
- multiplied by
- $$\text{the final grant amount calculated according to Article II.25},$$
- 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:
- $$\left\{ \begin{array}{l} \text{amount calculated according to point (i) for the beneficiary concerned} \\ \text{divided by} \\ \text{the sum of the amounts calculated according to point (i) for all the} \\ \text{beneficiaries identified according to point (i)} \end{array} \right.$$
- multiplied by
- $$\text{the amount set out in the debit note formally notified to the coordinator}$$
- (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:
- $$\left\{ \begin{array}{l} \text{the pre-financing and interim payments received by the beneficiary} \\ \text{divided by} \\ \text{the total amount of pre-financing and interim payments paid by the Agency} \end{array} \right.$$
- multiplied by
- $$\text{the amount set out in the debit note formally notified to the coordinator};$$
- (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 financing not linked to costs, 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 financing not linked to costs, 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, 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 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 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 irregularities, fraud or breach of obligations 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 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 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 of the 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 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 Right of 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 2185/96⁸ 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 883/2013⁹ 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 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 Right of the European Court of Auditors and EPPO

The European Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939¹⁰ ('the EPPO') have the same rights as the Agency and the Commission, notably right of access, for the purpose of checks, audits and investigations.

⁸ OJ L 292, 15.11.1996, p.2

⁹ OJ L 248, 18.09.2013, p.1

¹⁰ Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office

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)
	HUB	EUF	GEANT	SRCE	UB
1. CEF-Telecom financing	375.195,50	231.339,00	289.138,00	46.973,00	136.104,00
2. Beneficiary's own resources	0	0	0	0	0
3. State budget(s)	0	0	0	0	0
4. Regional/ local budget(s)	0	0	0	0	0
5. Income generated by the action	0	0	0	0	0
6. Other sources	0	0	0	0	0
TOTAL	375.195,50	231.339,00	289.138,00	46.973,00	136.104,00

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)
	AUTH	CNOUS	DSW	SRC	ECSTA
1. CEF-Telecom financing	77.579,00	77.395,02	146.882,96	229.194,00	90.843,00
2. Beneficiary's own resources	0	0	0	0	0
3. State budget(s)	0	0	0	0	0
4. Regional/local budget(s)	0	0	0	0	0
5. Income generated by the action	0	0	0	0	0
6. Other sources	0	0	0	0	0
TOTAL	77.579,00	77.395,02	146.882,96	229.194,00	90.843,00

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)	
	ELTE	ENDISU	NU	EYCA	DFN	
1. CEF-Telecom financing	64.949,00	41.244,00	112.029,00	44.586,90	31.832,50	
2. Beneficiary's own resources	0	0	0	0	0	
3. State budget(s)	0	0	0	0	0	
4. Regional/local budget(s)	0	0	0	0	0	
5. Income generated by the action	0	0	0	0	0	
6. Other sources	0	0	0	0	0	
TOTAL	64.949,00	41.244,00	112.029,00	44.586,90	31.832,50	

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			
Activity 1	289.010,00	0,00	0,00	289.010,00	20.034,67	309.044,67	309.044,67
HUB	167.895,00	0,00	0,00	167.895,00	11.752,65	179.647,65	179.647,65
EUf	2.800,50	0,00	0,00	2.800,50	0,00	2.800,50	2.800,50
GEANT	8.500,00	0,00	0,00	8.500,00	595,00	9.095,00	9.095,00
SRCE	1.400,00	0,00	0,00	1.400,00	98,00	1.498,00	1.498,00
UB	2.500,00	0,00	0,00	2.500,00	175,00	2.675,00	2.675,00
AUTh	1.250,00	0,00	0,00	1.250,00	87,50	1.337,50	1.337,50
CNOUS	10.374,00	0,00	0,00	10.374,00	726,18	11.100,18	11.100,18
DSW	6.688,00	0,00	0,00	6.688,00	468,16	7.156,16	7.156,16
SRC	5.000,00	0,00	0,00	5.000,00	350,00	5.350,00	5.350,00
ECSTA	0,00	0,00	0,00	0,00	0,00	0,00	0,00
ELTE	2.000,00	0,00	0,00	2.000,00	140,00	2.140,00	2.140,00
ENDISU	5.000,00	0,00	0,00	5.000,00	350,00	5.350,00	5.350,00
NU	47.500,00	0,00	0,00	47.500,00	3.325,00	50.825,00	50.825,00
EYCA	28.102,50	0,00	0,00	28.102,50	1.967,18	30.069,68	30.069,68
Activity 2	316.927,00	3.000,00	0,00	319.927,00	21.400,75	341.327,75	341.327,75
HUB	2.665,00	0,00	0,00	2.665,00	186,55	2.851,55	2.851,55
EUf	11.202,00	0,00	0,00	11.202,00	0,00	11.202,00	11.202,00
GEANT	12.750,00	0,00	0,00	12.750,00	892,00	13.642,50	13.642,50
DFN	4.250,00	0,00	0,00	4.250,00	297,50	4.547,50	4.547,50
SRCE	1.400,00	0,00	0,00	1.400,00	98,00	1.498,00	1.498,00
UB	35.000,00	0,00	0,00	35.000,00	2.450,00	37.450,00	37.450,00
AUTh	18.750,00	3.000,00	0,00	21.750,00	1.312,50	23.062,50	23.062,50

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CNOUS	10.374,00	0,00	0,00	10.374,00	726,18	11.100,18	11.100,18
DSW	63.536,00	0,00	0,00	63.536,00	4.447,52	67.983,52	67.983,52
SRC	150.000,00	0,00	0,00	150.000,00	10.500,00	160.500,00	160.500,00
ECSTA	0,00	0,00	0,00	0,00	0,00	0,00	0,00
ELTE	2.000,00	0,00	0,00	2.000,00	140,00	2.140,00	2.140,00
ENDISU	0,00	0,00	0,00	0,00	0,00	0,00	0,00
NU	5.000,00	0,00	0,00	5.000,00	350,00	5.350,00	5.350,00
EYCA	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Activity 3	436.838,00	30.000,00	2.500,00	469.338,00	29.969,52	499.307,52	499.307,52
HUB	61.295,00	0,00	0,00	61.295,00	4.290,65	65.585,65	65.585,65
EUf	11.202,00	0,00	0,00	11.202,00	0,00	11.202,00	11.202,00
GEANT	34.000,00	0,00	0,00	34.000,00	2.380,00	36.380,00	36.380,00
SRCE	35.000,00	0,00	500,00	35.500,00	2.485,00	37.985,00	37.985,00
UB	82.500,00	0,00	500,00	83.000,00	5.810,00	88.810,00	88.810,00
AUTH	31.250,00	0,00	500,00	31.750,00	2.222,50	33.972,50	33.972,50
CNOUS	10.374,00	10.000,00	0,00	20.374,00	726,18	21.100,18	21.100,18
DSW	43.472,00	10.000,00	0,00	53.472,00	3.043,04	56.515,04	56.515,04
SRC	30.000,00	0,00	0,00	30.000,00	2.100,00	32.100,00	32.100,00
ECSTA	0,00	0,00	0,00	0,00	0,00	0,00	0,00
ELTE	34.000,00	0,00	500,00	34.500,00	2.415,00	36.915,00	36.915,00
ENDISU	15.000,00	10.000,00	0,00	25.000,00	1.050,00	26.050,00	26.050,00
NU	42.500,00	0,00	500,00	43.000,00	3.010,00	46.010,00	46.010,00
EYCA	6.245,00	0,00	0,00	6.245,00	437,15	6.682,15	6.682,15
Activity 4	307.883,50	18.000,00	0,00	325.883,50	15.474,76	341.358,26	341.358,26
HUB	21.320,00	0,00	0,00	21.320,00	1.492,40	22.812,40	22.812,40
EUf	86.815,50	0,00	0,00	86.815,50	0,00	86.815,50	86.815,50
GEANT	153.000,00	18.000,00	0,00	171.000,00	10.710,00	181.710,00	181.710,00
DFN	8.500,00	0,00	0,00	8.500,00	595,00	9.095,00	9.095,00
SRCE	0,00	0,00	0,00	0,00	0,00	0,00	0,00

UB	0,00	0,00	0,00	0,00	0,00	0,00	0,00
AUTH	7.500,00	0,00	0,00	7.500,00	525,00	8.025,00	8.025,00
CNOUS	20.748,00	0,00	0,00	20.748,00	1.452,36	22.200,36	22.200,36
DSW	0,00	0,00	0,00	0,00	0,00	0,00	0,00
SRC	10.000,00	0,00	0,00	10.000,00	700,00	10.700,00	10.700,00
ECSTA	0,00	0,00	0,00	0,00	0,00	0,00	0,00
ELTE	0,00	0,00	0,00	0,00	0,00	0,00	0,00
ENDISU	0,00	0,00	0,00	0,00	0,00	0,00	0,00
NU	0,00	0,00	0,00	0,00	0,00	0,00	0,00
EYCA	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Activity 5	244.594,50	0,00	32.100,00	276.694,50	11.506,32	288.200,82	288.200,82
HUB	5.330,00	0,00	0,00	5.330,00	373,10	5.703,10	5.703,10
EUf	103.618,50	0,00	8.700,00	112.318,50	0,00	112.318,50	112.318,50
GEANT	34.000,00	0,00	2.700,00	36.700,00	2.569,00	39.269,00	39.269,00
DFN	17.000,00	0,00	0,00	17.000,00	1.119,00	18.190,00	18.190,00
SRCE	0,00	0,00	0,00	0,00	0,00	0,00	0,00
UB	0,00	0,00	0,00	0,00	0,00	0,00	0,00
AUTH	5.000,00	0,00	0,00	5.000,00	350,00	5.350,00	5.350,00
CNOUS	3.458,00	0,00	0,00	3.458,00	242,06	3.700,06	3.700,06
DSW	6.688,00	0,00	0,00	6.688,00	468,16	7.156,16	7.156,16
SRC	10.000,00	0,00	0,00	10.000,00	700,00	10.700,00	10.700,00
ECSTA	57.000,00	0,00	20.700,00	77.700,00	5.439,00	83.139,00	83.139,00
ELTE	0,00	0,00	0,00	0,00	0,00	0,00	0,00
ENDISU	0,00	0,00	0,00	0,00	0,00	0,00	0,00
NU	2.500,00	0,00	0,00	2.500,00	175,00	2.675,00	2.675,00
EYCA	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Activity 6	143.570,00	0,00	58.800,00	202.370,00	13.675,87	216.045,87	216.045,87
HUB	87.945,00	0,00	4.200,00	92.145,00	6.450,15	98.595,15	98.595,15
EUf	2.800,50	0,00	4.200,00	7.000,50	0,00	7.000,50	7.000,50

Agreement number: HADEA/CEF/ICT/A2020/3/0001

Action No: CEF-TC-2020-3-001

GEANT	4.250,00	0,00	4.200,00	8.450,00	591,50	9.041,50	9.041,50
SRCE	1.400,00	0,00	4.200,00	5.600,00	392,00	5.992,00	5.992,00
UB	2.500,00	0,00	4.200,00	6.700,00	469,00	7.169,00	7.169,00
AUTH	1.250,00	0,00	4.200,00	5.450,00	381,50	5.831,50	5.831,50
CNOUS	3.458,00	0,00	4.200,00	7.658,00	536,06	8.194,06	8.194,06
DSW	3.344,00	0,00	4.200,00	7.544,00	528,08	8.072,08	8.072,08
SRC	5.000,00	0,00	4.200,00	9.200,00	644,00	9.844,00	9.844,00
ECSTA	3.000,00	0,00	4.200,00	7.200,00	504,00	7.704,00	7.704,00
ELTE	18.000,00	0,00	4.200,00	22.200,00	1.554,00	23.754,00	23.754,00
ENDISU	5.000,00	0,00	4.200,00	9.200,00	644,00	9.844,00	9.844,00
NU	2.500,00	0,00	4.200,00	6.700,00	469,00	7.169,00	7.169,00
EYCA	3.122,50	0,00	4.200,00	7.322,50	512,58	7.835,08	7.835,08
TOTAL	1.738.823,00	51.000,00	93.400,00	1.883.223,00	112.061,88	1.995.284,88	1.995.284,88
HUB	346.450,00	0,00	4.200,00	350.650,00	24.545,50	375.195,50	375.195,50
EUF	218.439,00	0,00	12.900,00	231.339,00	0,00	231.339,00	231.339,00
GEANT	246.500,00	18.000,00	6.900,00	271.400,00	17.738,00	289.138,00	289.138,00
DFN	29.750,00	0,00	0,00	29.750,00	2.082,50	31.832,50	31.832,50
SRCE	39.200,00	0,00	4.700,00	43.900,00	3.073,00	46.973,00	46.973,00
UB	122.500,00	0,00	4.700,00	127.200,00	8.904,00	136.104,00	136.104,00
AUTH	65.000,00	3.000,00	4.700,00	72.700,00	4.879,00	77.579,00	77.579,00
CNOUS	58.786,00	10.000,00	4.200,00	72.986,00	4.409,02	77.395,02	77.395,02
DSW	123.728,00	10.000,00	4.200,00	137.928,00	8.954,96	146.882,96	146.882,96
SRC	210.000,00	0,00	4.200,00	214.200,00	14.994,00	229.194,00	229.194,00
ECSTA	60.000,00	0,00	24.900,00	84.900,00	5.943,00	90.843,00	90.843,00
ELTE	56.000,00	0,00	4.700,00	60.700,00	4.249,00	64.949,00	64.949,00
ENDISU	25.000,00	10.000,00	4.200,00	39.200,00	2.044,00	41.244,00	41.244,00
NU	100.000,00	0,00	4.700,00	104.700,00	7.329,00	112.029,00	112.029,00
EYCA	37.470,00	0,00	4.200,00	41.670,00	2.916,90	44.586,90	44.586,90

ANNEX IV
MANDATE 1

I, the undersigned,

João Bacelar, Executive Manager,
representing,

EUROPEAN UNIVERSITY FOUNDATION-CAMPUS EUROPAE (EUF-CE)

Fondation d'utilité publique

Registration No G190

RUE DU PARC 31 CHATEAU DE MUNSBACH

5374 Munsbach

Luxembourg

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Humboldt-Universität zu Berlin (HUB)

Public Sector Body

UNTER DEN LINDEN 6

10099 Berlin

Germany

DE137176824,

represented by Katrin Salomo, Managing Director Research Service Centre, (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 European Health and Digital 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 European Health and Digital 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

João Bacelar, Executive Manager,

Done at Munsbach, on

In duplicate in English

MANDATE 2

I, the undersigned,

Erik Huizer, CEO,
representing,

GEANT VERENIGING (GEANT)

Registration 40535155
HOEKENRODE 3
1102 BR Amsterdam
The Netherlands
VAT NoNL007981752B01

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Humboldt-Universität zu Berlin (HUB)

Public Sector Body
UNTER DEN LINDEN 6
10099 Berlin
Germany
VAT No DE137176824,

represented by Katrin Salomo, Managing Director Research Service Centre, (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 European Health and Digital Executive Agency,

and

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

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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

Erik Huizer, CEO,

Done at Amsterdam, on

In duplicate in English

MANDATE 3

I, the undersigned,

Zoran Bekic, Director,
representing,

**SVEUCILISTE U ZAGREBU SVEUCILISNI RACUNSKI CENTAR/ UNIVERSITY
OF ZAGREB UNIVERSITY COMPUTING CENTRE (SRCE)**

Public Law Body

Registration 080159446

JOSIPA MAROHNICA 5

10000 Zagreb

Croatia

VAT No HR34016189309

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Humboldt-Universität zu Berlin (HUB)

Public Sector Body

UNTER DEN LINDEN 6

10099 Berlin

Germany

VAT No DE137176824,

represented by Katrin Salomo, Managing Director Research Service Centre, (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 European Health and Digital 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 European Health and Digital 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

Zoran Bekic, Director,

Done at Zagreb, on

In duplicate in English

MANDATE 4

I, the undersigned,

Domènec Espriu, Vicerector for Research,
representing,

UNIVERSITAT DE BARCELONA (UB)

Public Law Body
GRAN VIA DE LES CORTS CATALANES 585
08007 Barcelona
Spain
VAT No ESQ0818001J

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Humboldt-Universität zu Berlin (HUB)

Public Sector Body
UNTER DEN LINDEN 6
10099 Berlin
Germany
VAT No DE137176824,

represented by Katrin Salomo, Managing Director Research Service Centre, (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 European Health and Digital 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 European Health and Digital Executive Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

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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

Domènec Espriu, Vicerector for Research,

Done at Barcelona, on

In duplicate in English

MANDATE 5

I, the undersigned,

Efstratios Stylianidis, Vice-rector for Research and Lifelong Learning,
representing,

**ARISTOTELIO PANEPISTIMIO THESSALONIKIS/ ARISTOTLE UNIVERSITY
OF THESSALONIKI (AUTH)**

Public Law Body

Registration No 44852017

KEDEA BUILDING, TRITIS SEPTEMVRIOU, ARISTOTLE UNIV CAMPUS

54636 Thessaloniki

Greece

VAT No EL090049627

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Humboldt-Universität zu Berlin (HUB)

Public Sector Body

UNTER DEN LINDEN 6

10099 Berlin

Germany

VAT No DE137176824,

represented by Katrin Salomo, Managing Director Research Service Centre, (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 European Health and Digital 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 European Health and Digital Executive Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

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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

Efstratios Stylianidis, Vicerector for Research and Lifelong Learning,

Done at Thessaloniki, on

In duplicate in English

MANDATE 6

I, the undersigned,

Dominique Marchand, President,
representing,

CENTRE NATIONAL DES OEUVRES UNIVERSITAIRES ET SCOLAIRES (CNOUS)

Public Law Body

Registration No 180044018

60 Boulevard du Lycee

92170 Vanves

France

VAT no N/A

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Humboldt-Universität zu Berlin (HUB)

Public Sector Body

UNTER DEN LINDEN 6

10099 Berlin

Germany

VAT No DE137176824,

represented by Katrin Salomo, Managing Director Research Service Centre, (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 European Health and Digital 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 European Health and Digital Executive Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

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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

Dominique Marchand, President,

Done at Vanves, on

In duplicate in English

MANDATE 7

I, the undersigned,

Achim Mayer auf der Heyde, Secretary General,
representing,

DEUTSCHES STUDENTENWERK EV (DSW)

Verein

Registration No VR21977B

MONBIJOUPLATZ 11

10178 Berlin

Germany

VAT no DE122123535

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Humboldt-Universität zu Berlin (HUB)

Public Sector Body

UNTER DEN LINDEN 6

10099 Berlin

Germany

VAT No DE137176824,

represented by Katrin Salomo, Managing Director Research Service Centre, (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 European Health and Digital Executive Agency,

and

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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

Achim Mayer auf der Heyde, Secretary General,

Done at Berlin, on

In duplicate in English

MANDATE 8

I, the undersigned,

Sven Stafstrom, President,
representing,

VETENSKAPSRADET - SWEDISH RESEARCH COUNCIL

Public Law Body

Registration No 2021005208

VASTRA JARNVAGSGATAN 3

11164 Stockholm

Sweden

VAT no SE202100520801

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Humboldt-Universität zu Berlin (HUB)

Public Sector Body

UNTER DEN LINDEN 6

10099 Berlin

Germany

VAT No DE137176824,

represented by Katrin Salomo, Managing Director Research Service Centre, (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 European Health and Digital Executive Agency,

and

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

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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

Sven Stafstrom, President,

Done at Stockholm, on

In duplicate in English

MANDATE 9

I, the undersigned,

Jean-Paul Roumegas, President,
representing,

EUROPEAN COUNCIL FOR STUDENTS AFFAIRS (ECSTA)
ASSOCIATION INTERNATIONALE SANS BUT LUCRATIF/INTERNATIONALE
VERENIGING ZONDER WINSTOOGMERK(IVZW)
Registration No 465297617
AVENUE FRANKLIN ROOSEVELT 50
1050 Brussels
Belgium
VAT no BE0465297617

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Humboldt-Universität zu Berlin (HUB)

Public Sector Body
UNTER DEN LINDEN 6
10099 Berlin
Germany
VAT No DE137176824,

represented by Katrin Salomo, Managing Director Research Service Centre, (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 European Health and Digital Executive Agency,

and

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

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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

Jean-Paul Roumegas, President,

Done at Brussels, on

In duplicate in English

MANDATE 10

I, the undersigned,

Laszlo Borhy, Rector,
representing,

EOTVOS LORAND TUDOMANYEGYETEM (ELTE)

Public Law Body
Registration No 2147418
EGYETEM TER 1-3
1053 Budapest
Hungary
VAT no HU15308744

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Humboldt-Universität zu Berlin (HUB)

Public Sector Body
UNTER DEN LINDEN 6
10099 Berlin
Germany
VAT No DE137176824,

represented by Katrin Salomo, Managing Director Research Service Centre, (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 European Health and Digital Executive Agency,

and

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

SIGNATURE

Laszlo Borhy, Rector,

Done at Budapest, on

In duplicate in English

MANDATE 11

I, the undersigned,

Angelo Giornelli, Managing Director,
representing,

FONDAZIONE ENTE NAZIONALE PER IL DIRITTO ALLO STUDIO E PER I SERVIZI AGLI STUDENTI (ENDISU)

Fondazione

Registration No 1243

VIA MELCHIORRE GIOIA 8

20124 Milan

Italy

VAT no N/A

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Humboldt-Universität zu Berlin (HUB)

Public Sector Body

UNTER DEN LINDEN 6

10099 Berlin

Germany

VAT No DE137176824,

represented by Katrin Salomo, Managing Director Research Service Centre, (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 European Health and Digital 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 European Health and Digital 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

Angelo Giornelli, Managing Director,

Done at Milan, on

In duplicate in English

MANDATE 12

I, the undersigned,

Innocent Mutabazi, Provisory administrator,
representing,

COMMUNAUTE UNIVERSITES ET ETABLISSEMENTS NORMANDIE

UNIVERSITE (NU)

Public Law Body

Registration No 130021330

ESPLANADE DE LA PAIX

14032 Caen

France

VAT no FR36130021330

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

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Public Sector Body

UNTER DEN LINDEN 6

10099 Berlin

Germany

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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

Innocent Mutabazi, Provisory administrator,

Done at Caen, on

In duplicate in English

MANDATE 13

I, the undersigned,
Manuel Sanchez Garcia, Director,
representing,

EUROPEAN YOUTH CARD ASSOCIATION (EYCA)

VERENIGING

Registration No 34142416

STATIONSSTRAAT 26

3851 NH Ermelo

The Netherlands

VAT no N/A

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Humboldt-Universität zu Berlin (HUB)

Public Sector Body

UNTER DEN LINDEN 6

10099 Berlin

Germany

VAT No DE137176824,

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and

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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

Manuel Sanchez Garcia, Director,

Done at Ermelo, on

In duplicate in English

MANDATE 14

I, the undersigned,
Christian Grimm, CEO,
representing,

**VEREIN ZUR FOERDERUNG EINES DEUTSCHEN FORSCHUNGSNETZES DFN
VEREIN E.V. (DFN)**
EINGETRAGENER VEREIN
Registration No VR7729NZ
ALEXANDERPLATZ 1
10178 Berlin
Germany
VAT no DE136623822

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No HADEA/CEF/ICT/A2020/3/0001 for the Action No CEF-TC-2020-3-001 entitled "**European Digital Student Service Infrastructure – Level 2 (EDSSI 2)**" with the European Health and Digital Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Humboldt-Universität zu Berlin (HUB)

Public Sector Body
UNTER DEN LINDEN 6
10099 Berlin
Germany
VAT No DE137176824,

represented by Katrin Salomo, Managing Director Research Service Centre, (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 European Health and Digital 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 European Health and Digital 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

Christian Grimm, CEO,

Done at Berlin, 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.