

Horizon Europe (HORIZON)
Euratom Research and Training Programme (EURATOM)

General Model Grant Agreement

(HE MGA — Multi & Mono)

Version 1.2
01 June 2026

Disclaimer
This document is aimed at assisting applicants. It shows the full range of provisions that may be applied to this type of agreement, and is provided for information purposes only. The legally binding agreement will be that which is signed by the parties in the system.

HISTORY OF CHANGES		
Version	**Publication date**	**Changes**
1.0 DRAFT	25.02.2021	▪ Initial version.
1.0	01.06.2021	▪ Initial version with some small corrections from EU MGA v1.0.

1.1 DRAFT	15.12.2021	▪ Article 5 + Annex 2e for complex funding rates
		▪ Correction in Annex 2a:
		  ▪ Formula for trans-national access costs
		▪ Changes in Annex 5:
		  ▪ Small drafting changes
		  ▪ New provision on results free from restrictions
		  ▪ Third parties giving in-kind contributions added to clause on restricted calls
		  ▪ New Annex for JUs

1.1	15.04.2022	▪ Additional changes in Annex 5: ▪ Changes in Annex for EIT.
1.2	01.04.2024	▪ Changes in Data Sheet + Article 6 + Annex 2, 4 for new personnel unit cost ▪ Changes in Preamble + Data Sheet + Article 1 + Article 3 + Annex 5 + Annex 6 to disactivate special options for EIC Accelerator Blended Finance (EIC Accelerator will in the future no longer be managed as single actions but as standard linked actions) ▪ Changes in Annex 5 to update European Charter for Researchers ▪ Minor drafting changes in ERC Annex 5 for portability/transfers/lump sum grants ▪ Changes in EIT Annex 5 to introduce provisions for KICs under MoC; minor clarifications for low value grants and joint calls ▪ Minor drafting changes in JU Annex 5; obligation to adhere to JU agreement for Clean Aviation and SNS JU grants; change of KDT to Chips JU logo; correction of EuroHPC logo
1.2	01.11.2024	▪ Update to the new Financial Regulation 2024/2509. ▪ Update of Article 10.3 Pillar-assessed participants. ▪ Update of Article 21.1 Continuous reporting
1.2	01.06.2026	▪ Changes in Annex 5 to update for calls allowing for dual use (change in the ethics section).
		▪



EUROPEAN COMMISSION
[NAME DG]

[Name Directorate]
[**Name Unit**]

GENERAL MODEL GRANT AGREEMENT FOR THE HORIZON EUROPE PROGRAMME (HORIZON)[1] EURATOM RESEARCH AND TRAINING PROGRAMME (EURATOM)[2] (HE MGA — MULTI & MONO)

- **Options *[in green square brackets]* will be automatically activated during grant agreement preparation in the IT tools. Options not chosen will automatically either not appear or appear as 'not applicable'. Options chosen will appear without brackets and without the green instruction.**
- **For fields in [grey in square brackets], the system will insert the appropriate data.**
- **Text in grey indicates that text which is used in other EU programmes is not applicable for this programme.**
- **Footnotes in green are internal instructions and will not appear in the text generated by the system for signature.**

GRANT AGREEMENT

Project [insert number] — [insert acronym]

PREAMBLE

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

on the one part,

[OPTION 1: the **European Union** ('EU'), represented by the European Commission ('European Commission' or 'granting authority'),*]*

[OPTION 2: the **European Atomic Energy Community** ('Euratom'), represented by the European Commission ('European Commission' or 'granting authority'),*]*

[OPTION 3 for direct management by executive agencies: the *[***European Climate, Infrastructure and Environment Executive Agency (CINEA)***]* *[***European Education and Culture Executive Agency (EACEA)***]* *[***European Research Council Executive Agency**

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1 Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination (OJ L 170, 12.5.2021, p. 1).
Council Decision (EU) 2021/764 of 10 May 2021 establishing the Specific Programme implementing Horizon Europe – the Framework Programme for Research and Innovation (OJ L 167I , 12.5.2021, p. 1).

2 Council Regulation (Euratom) 2021/765 of 10 May 2021 establishing the Research and Training Programme of the European Atomic Energy Community for the period 2021-2025 complementing Horizon Europe – the Framework Programme for Research and Innovation (OJ L 167I , 12.5.2021, p. 81).

(ERCEA)*]* *[***European Health and Digital Executive Agency (HaDEA)***]* *[***European Innovation Council and SME Executive Agency (EISMEA)***]* *[***European Research Executive Agency (REA)***]* ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),*]*

[OPTION 4 for indirect management by EU funding bodies: [**insert name of funding body**] ('granting authority')*[*, under the powers delegated by the European Commission ('European Commission')*]]*

and

on the other part,

1. 'the coordinator':

[**full official name (short name)**], PIC [number], established in [legal address],

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

2. [**full official name (short name)**], PIC [number], established in [legal address],

*[*3. **Joint Research Centre (JRC)**, PIC [number], established in RUE DE LA LOI 200, BRUSSELS 1049, Belgium,*]*

[same for each beneficiary] *]*

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

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

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

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

The Agreement is composed of:

Preamble

Terms and Conditions (including Data Sheet)

Annex 1 Description of the action[3]

Annex 2 Estimated budget for the action

[3] Template published on Portal Reference Documents.

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

[OPTION for all HE JU ToA: [OPTION if selected for the call: Annex 2e Complex funding rate calculator[4]*]]*

Annex 3 Accession forms (if applicable)[5]

Annex 3a Declaration on joint and several liability of affiliated entities (if applicable)[6]

Annex 4 Model for the financial statements

Annex 5 Specific rules (if applicable)

[4] Template published on Portal Reference Documents.

[5] Template published on Portal Reference Documents.

[6] Template published on Portal Reference Documents.

TERMS AND CONDITIONS

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DATA SHEET

1. General data

Project summary:

Project summary
Text from DoA Annex 1 Part A (same text as proposal abstract)

Keywords: [keywords from proposal]

Project number: [project number, e.g. 690853330]

Project name: [full title]

Project acronym: [acronym]

Call: [call ID, e.g. PROG-(SUBPROG-)YEAR-CALLABREV]

Topic: [topic ID, e.g. PROG-(SUBPROG-)YEAR-CALLABREV-NN/TOPICABBREV]

Type of action: [ToA, e.g. HORIZON Research and Innovation Actions]

Granting authority: */*European Commission – EU*/* */*European Commission – Euratom*/* */*[name of Executive Agency]*/* */*[name of EU funding body]*/*

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

[OPTION for SGAs: Framework Partnership Agreement No [insert number] — [insert acronym]*/*

Project starting date[7]: *[OPTION 1 by default:* first day of the month following the entry into force date*/* *[OPTION 2 if selected for the grant:* fixed date: [dd/mm/yyyy]*/*

Project end date: [dd/mm/yyyy]

Project duration: [number of months, e.g. 48 months]

[OPTION if selected for the grant: Linked action: Linked with other action:

- [insert linked action information, e.g. name, acronym, number, funded by (EU/name of other donor organisation), description (grant/ procurement/ prize/ equity investment/ repayable loan/etc)]
    - *[OPTION if selected for the grant:* Specific linked action type: */*Synergy*/* */*Blended finance (linked action)*/]*
    - Collaboration agreement: *[OPTION 1 by default:* No*/* *[OPTION 2 if selected for the call:* Yes*/*
- … */*

Consortium agreement: *[OPTION 1 by default:* Yes*/* *[OPTION 2 if selected for the call:* No*/*

[OPTION for HE EIC Accelerator Grants: Additional information: **[**insert information**]***/*

2. Participants

List of participants:

[7] This date must normally be the first day of a month and later than the entry into force of the agreement. The RAO can decide on another date, if justified by the applicants. However, the starting date may not be earlier than the submission date of the grant application – except if provided for by the basic act or in cases of extreme urgency and conflict prevention (Article 196 EU Financial Regulation 2024/2509).

Number	Role	Short name	Legal name	Country	PIC	Total eligible costs (BEN and AE)	Maximum grant amount	Entry date	Exit date
1	COO			[country]		[amount]	[amount]	[date]	
2	BEN			[country]		[amount]	[amount]		
2.1	AE			[country]		[amount]	[amount]		
3	BEN			[country]		[amount]	[amount]	[date]	
	BEN *(UTRO)*			[country]		0	0		[date]
4	BEN *(pillar-assessed)*			[country]		[amount]	[amount]		[date]
5	BEN			[country]		[amount]	[amount]	[date]	
6	BEN *(IO, pillar-assessed)*			[country]		[amount]	[amount]		
7	AP			[country]		0	0		
Total						[amount]	[amount]		

Coordinator:

- [name BEN (short name)]: from [insert date] to [insert date]
- …

3. Grant

Maximum grant amount, total estimated eligible costs and contributions and funding rate:

Total eligible costs (BEN and AE)	Funding rate (%)	Maximum grant amount (Annex 2)	Maximum grant amount (award decision)
[amount]	[...], [...]	[amount]	[amount]

Grant form: Budget-based

Grant mode: Action grant

Budget categories/activity types:

[OPTION 1 by default (all HE and Euratom ToA except HE PCP/PPI, Euratom Programme Cofund Actions, HE ERC Grants):

- A. Personnel costs
  - A.1 Employees, A.2 Natural persons under direct contract, A.3

Seconded persons

- A.4 SME owners and natural person beneficiaries
- A.6 Personnel unit cost

- B. Subcontracting costs
- C. Purchase costs
  - C.1 Travel and subsistence
  - C.2 Equipment
  - C.3 Other goods, works and services
- D. Other cost categories
  - /D.1 Financial support to third parties/
  - D.2 Internally invoiced goods and services
  - /D.3 Transnational access to research infrastructure unit costs/
  - /D.4 Virtual access to research infrastructure unit costs/
- E. Indirect costs/

[OPTION 2 for HE PCP/PPI:

- A. Personnel costs
  - A.1 Employees, A.2 Natural persons under direct contract, A.3 Seconded persons
  - A.4 SME owners and natural person beneficiaries
  - A.6 Personnel unit cost
- B. Subcontracting costs
- C. Purchase costs
  - C.1 Travel and subsistence
  - C.2 Equipment
  - C.3 Other goods, works and services
- D. Other cost categories
  - /D.1 Financial support to third parties/
  - D.2 Internally invoiced goods and services
  - D.5 PCP/PPI procurement costs
- E. Indirect costs/

[OPTION 3 for Euratom Programme Cofund Actions:

- A. Personnel costs
  - A.1 Employees, A.2 Natural persons under direct contract, A.3 Seconded persons
  - A.4 SME owners and natural person beneficiaries
  - A.6 Personnel unit cost
- B. Subcontracting costs
- C. Purchase costs
  - C.1 Travel and subsistence
  - C.2 Equipment

- C.3 Other goods, works and services
- D. Other cost categories
  - /D.1 Financial support to third parties/
  - D.2 Internally invoiced goods and services
  - /D.3 Transnational access to research infrastructure unit costs/
  - /D.4 Virtual access to research infrastructure unit costs/
  - D.6 Euratom Cofund staff mobility costs
- E. Indirect costs/

[OPTION 4 for HE ERC Grants:

- A. Personnel costs
  - A.1 Employees, A.2 Natural persons under direct contract, A.3 Seconded persons
  - A.4 SME owners and natural person beneficiaries
  - A.6 Personnel unit cost
- B. Subcontracting costs
- C. Purchase costs
  - C.1 Travel and subsistence
  - C.2 Equipment
  - C.3 Other goods, works and services
- D. Other cost categories)
  - /D.1 Financial support to third parties/
  - D.2 Internally invoiced goods and services
  - D.7 ERC additional funding
  - D.8 ERC additional funding (subcontracting, FSTP and internally invoiced goods and services)
- E. Indirect costs/

Cost eligibility options:

- In-kind contributions eligible costs
- Parental leave
- Project-based supplementary payments
- Average personnel costs (unit cost according to usual cost accounting practices)
- *[OPTION if selected for the call:* Country restrictions for subcontracting costs/
- *[OPTION if selected for the grant*[8]*:* Limitation for subcontracting/
- Travel and subsistence:
  - Travel: Actual costs
  - Accommodation: Actual costs

[8] This is a standard obligation for all EU grants. It may be unselected only for actions where subcontracting is a key/large part of the action (e.g infrastructure projects; technical assistance, statistical programmes, etc).

  - Subsistence: Actual costs
- Equipment: *[OPTION 1 by default:* depreciation only*][OPTION 2 if selected for the call:* full cost only*][OPTION 3 if selected for the call:* depreciation and full cost for listed equipment*][OPTION 4 if selected for the call:* full cost and depreciation for listed equipment*]*
- *[OPTION if selected for the call:* Costs for providing financial support to third parties (actual cost; max amount for each recipient: EUR *[*60 000*]/[*[…]*]*[9]*)]*
- Indirect cost flat-rate: 25% of the eligible direct costs (categories A-D, except volunteers costs, subcontracting costs, financial support to third parties and exempted specific cost categories, if any)
- VAT: Yes
- *[OPTION if selected for the grant:* Double funding for Synergy actions*]*
- *[OPTION if selected for the call:* Country restrictions for eligible costs*]*
- Other ineligible costs

Budget flexibility: Yes (no flexibility cap)

4. Reporting, payments and recoveries

4.1 Continuous reporting (art 21)

Deliverables: see Funding & Tenders Portal Continuous Reporting tool

[OPTION for HE ERC Grants: **Progress reports (ERC Scientific report)**: No/Yes (deadline for submission, 60 days after end of period)

Progress report No	Month from	Month to
1	[number]	[number]
2	[number]	[number]

]

[OPTION for HE EIC Grants: **Progress meetings**: No/Yes (with 30 days prior notice)*]*

4.2 Periodic reporting and payments

Reporting and payment schedule (art 21, 22)**:**

Reporting					Payments	
Reporting periods			Type	Deadline	Type	Deadline (time to pay)
RP No	Month from	Month to				

[9] The amount applicable to the call must be specified in the call conditions. It may not be more than 60 000 EUR, unless the objective of the actions funded by the call would otherwise be impossible or overly difficult to achieve or in the case of humanitarian aid, emergency support operations, civil protection operations, or crisis management aid (Article 207 EU Financial Regulation 2024/2509). A higher amount may exceptionally be agreed with the granting authority, if this is announced in the call and is needed because of the reasons above.

					Initial prefinancing	*[OPTION 1 by default:* 30 days from entry into force/10 days before starting date – whichever is the latest*]* *[OPTION 2: if selected for the call:* n/a*]*
1	[number]	[number]	Additional prefinancing report	60 days after end of reporting period	Additional prefinancing	*[OPTION 1 if selected for the grant:* 60 days from receiving additional prefinancing report – whichever is the latest*][OPTION 2:* n/a*]*
2	[number]	[number]	Periodic report	60 days after end of reporting period	Interim payment	*[OPTION 1 if selected for the grant:* 90 days from receiving periodic report*][OPTION 2:* n/a*]*
3	[number]	[number]	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report

Prefinancing payments and guarantees: *[*n/a*]*

Prefinancing payment	
Type	**Amount**
Prefinancing 1 (initial)	[amount]
Prefinancing 2 (additional)	[amount]

Reporting and payment modalities (art 21, 22)**:**

Mutual Insurance Mechanism (MIM): Yes

MIM contribution: *[*5-8%*][*[…]%*]* of the maximum grant amount ([insert amount]), retained from the initial prefinancing *[additional OPTION if selected for the call:*, […]% of the maximum grant amount ([insert amount]), retained from the second prefinancing*][additional OPTION if selected for the call:* and […]% of the maximum grant amount ([insert amount]), retained from the third prefinancing*]*

Restrictions on distribution of initial prefinancing: The prefinancing may be distributed only if the minimum number of beneficiaries set out in the call conditions (if any) have acceded to the Agreement and only to beneficiaries that have acceded.

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

[OPTION if selected for the call: Exception for revenues: Yes*]*

No-profit rule: *[OPTION if selected for the grant[10]:* No/Yes*]*

Late payment interest: ECB + 3.5 %

Bank account for payments:

[IBAN account number and SWIFT/BIC, e.g. IT75Y0538703601000000198049; GEBABEBB]

Conversion into euros: Double conversion

Reporting language: Language of the Agreement

4.3 Certificates (art 24)

Certificates on the financial statements (CFS):

[OPTION 1 for HE EIT KIC actions:

Conditions:

Schedule: interim/final payment, if threshold is reached

Standard threshold (beneficiary-level):

- financial statement: requested EU contribution to costs ≥ EUR 430 000

Special threshold for beneficiaries with a systems and process audit (see Article 24): financial statement: requested EU contribution to costs ≥ EUR 725 000

[OPTION if selected for the grant: Exempted beneficiaries:

- [short name of BEN/AE]
- [short name of BEN/AE]*/]*

[OPTION 2 for all other HE and Euratom ToA:

Conditions:

Schedule: only at final payment, if threshold is reached

Standard threshold (beneficiary-level):

- financial statement: requested EU contribution to costs ≥ EUR 430 000

Special threshold for beneficiaries with a systems and process audit (see Article 24): financial statement: requested EU contribution to costs ≥ EUR 725 000

[OPTION if selected for the grant: Exempted beneficiaries:

- [short name of BEN/AE]
- [short name of BEN/AE]*/]*

4.4 Recoveries (art 22)

First-line liability for recoveries:

Beneficiary termination: Beneficiary concerned

Final payment: Each beneficiary for their own debt

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[10] This is a standard obligation for all EU grants. It may be unselected only under the conditions of Article 195(3) EU Financial Regulation 2024/2509:

- actions with the objective to reinforce the financial capacity of the beneficiaries
- actions where the continuity after their end is to be ensured by the income generated by the action
- grants in the form of study, research or training scholarships paid to natural persons or as other forms of direct support paid to natural persons who are most in need
- grants which are entirely in the form of financing not linked to costs
- actions implemented only by non-profit organisations (i.e. all beneficiaries and affiliated entities are non-profit organisations)
- grants with a maximum amount of not more than EUR 60 000 (low value grants).

After final payment: Beneficiary concerned

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

Individual financial responsibility: Each beneficiary is liable only for its own debts (and those of its affiliated entities, if any).

[OPTION 1 by default: Joint and several liability of affiliated entities — n/a*] [OPTION 2 if selected for the grant:* Joint and several liability of the following affiliated entities with their beneficiary — up to the maximum grant amount for the affiliated entity indicated in Annex 2:

- [name AE (short name)], linked to [short name BEN]
- [name AE (short name)], linked to [short name BEN]*]*

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

Suspension and termination:

Additional suspension grounds (art 31)

Additional termination grounds (art 32)

Applicable law (art 43)**:**

Standard applicable law regime: EU law + law of Belgium

[OPTION if selected for the grant: Special applicable law regime:

- [name BEN (short name)]: *[OPTION 1:* no applicable law clause selected*] [OPTION 2: [*EU law*][+][* law of [name of Member State or EFTA country]*][+][*general principles governing the law of international organisations and the general rules of international law*]]*
- [name BEN (short name)]: *[OPTION 1:* no applicable law clause selected*] [OPTION 2: [*EU law*][+][* law of [insert name of Member State or EFTA country]*][+][*general principles governing the law of international organisations and the general rules of international law*]]]*

Dispute settlement forum (art 43)**:**

Standard dispute settlement forum:

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

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

[OPTION if selected for the grant: Special dispute settlement forum:

- [name BEN (short name)]: Arbitration
- [name BEN (short name)]: Arbitration *]*

6. Other

Specific rules (Annex 5): Yes

- Sensitive information with security recommendation
- EU classified information
- Ethics and research integrity
- Gender mainstreaming
- IPR, results and background, access rights and rights of use (Horizon Europe)
- Communication, dissemination, open science and visibility (Horizon Europe)
- Specific rules for carrying out the action
  - Implementation in case of restrictions due to strategic assets, interests, autonomy or security of the EU and its Member States
  - Recruitment and working conditions for researchers

- Specific rules for access to research infrastructure activities
- Specific rules for PCP and PPI procurements
- Specific rules for Co-funded Partnerships
- Specific rules for ERC Grants
- Specific rules for EIC actions
- Specific rules for EIT KIC actions
- Specific rules for JU actions

Standard time-limits after project end:

Confidentiality (for X years after final payment): 5

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

Reviews (up to X years after final payment): 2

Audits (up to X years after final payment): 2

Extension of findings from other grants to this grant (no later than X years after final payment): 2

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

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement sets out the rights and obligations and terms and conditions applicable to the grant awarded *[OPTION for SGAs:* under Framework Partnership Agreement No [insert number] — [insert acronym]*]* for the implementation of the action set out in Chapter 2.

ARTICLE 2 — DEFINITIONS

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

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

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

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

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

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

Affiliated entities (AE) — Entities affiliated to a beneficiary within the meaning of Article 190 of EU Financial Regulation 2024/2509[11] which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).

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

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

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

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[11] For the definition, see Article 190 Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) ('EU Financial Regulation') (OJ L, 2024/2509, 26.9.2024): "**affiliated entities** [are]:
(a) entities that form a sole beneficiary [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant)];
(b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 138(1) and 143(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".

In-kind contributions — In-kind contributions within the meaning of Article 2(38) of EU Financial Regulation 2024/2509, i.e. non-financial resources made available free of charge by third parties.

Fraud — Fraud within the meaning of Article 3 of EU Directive 2017/1371[12] and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995[13], as well as any other wrongful or criminal deception intended to result in financial or personal gain.

Irregularities — Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95[14].

Grave professional misconduct — Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave professional misconduct within the meaning of Article 138(1)(c) of EU Financial Regulation 2024/2509[15].

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

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

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The grant is awarded for the action [**insert project number**] — [**insert acronym]** ('action'), as described in Annex 1.

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

13 OJ C 316, 27.11.1995, p. 48.

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

15 'Professional misconduct' includes in particular, the following: violation of ethical standards of the profession; wrongful conduct with impact on professional credibility; breach of generally accepted professional ethical standards; false declarations/misrepresentation of information; participation in a cartel or other agreement distorting competition; violation of IPR; attempting to influence decision-making processes by taking advantage, through misrepresentation, of a conflict of interests, or to obtain confidential information from public authorities to gain an advantage; incitement to discrimination, hatred or violence or similar activities contrary to the EU values where negatively affecting or risking to affect the performance of a legal commitment.

[OPTION if selected for the grant (for linked actions)[16]*:* This action is linked to the action(s) set out in the Data Sheet (see Point 1) ('linked actions'). *]*

ARTICLE 4 — DURATION AND STARTING DATE

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

CHAPTER 3 GRANT

ARTICLE 5 — GRANT

5.1 Form of grant

The grant is an action grant[17] which takes the form of a budget-based mixed actual cost grant (i.e. a grant based on actual costs incurred, but which may also include other forms of funding, such as unit costs or contributions, flat-rate costs or contributions, lump sum costs or contributions or financing not linked to costs).

5.2 Maximum grant amount

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

5.3 Funding rate

The funding rate for costs is *[OPTION A default (all HE and Euratom ToA except IA):* […%] of the action's eligible costs*] [OPTION B for HE and Euratom Innovation Actions (IA):* […%] of the eligible costs for beneficiaries that are non-profit legal entities[18] and […%] of the eligible costs for beneficiaries that are profit legal entities*]*.

Contributions are not subject to any funding rate.

[additional OPTION for all HE JU ToA: [OPTION if selected for the call: Individual funding rates and maximum amounts per beneficiary and reporting period are set out in Annex 2e.*]]*

5.4 Estimated budget, budget categories and forms of funding

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

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

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[16] Linked actions cover all types of joint/combined/coordinated actions, where the action implementation should be linked to another action *(e.g. Horizon complementary grants, Horizon joint actions; Horizon MSCA SNLS grants, EDIDP COFUND, JU implementing grants, etc.)*.

[17] For the definition, see Article 183(2)(a) EU Financial Regulation 2024/2509: '**action grant**' means an EU grant to finance "an action intended to help achieve a Union policy objective".

[18] For the definition, see Article 2(18) of the Horizon Europe Framework Programme Regulation 2021/695: '**non-profit legal entity**' means a legal entity which by its legal form is non-profit-making or which has a legal or statutory obligation not to distribute profits to its shareholders or individual members.

Annex 2 also shows the types of costs and contributions (forms of funding)[19] to be used for each budget category.

[OPTION for all HE JU ToA: [OPTION if selected for the call: If multiple combinations of complex funding rates are used, Annex 2 will be complemented by Annex 2e, which will specify the individual funding rates that cap the maximum amounts that may be requested for each beneficiary and reporting period.*]]*

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

5.5 Budget flexibility

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

However:

- changes to the budget category for volunteers (if used) always require an amendment
- changes to budget categories with lump sums costs or contributions (if used; including financing not linked to costs) always require an amendment
- changes to budget categories with higher funding rates or budget ceilings (if used) always require an amendment
- *[OPTION for all HE JU ToA: [OPTION if selected for the call:* changes to Annex 2e always require an amendment*]]*
- addition of amounts for subcontracts not provided for in Annex 1 either require an amendment or simplified approval in accordance with Article 6.2
- other changes require an amendment or simplified approval, if specifically provided for in Article 6.2
- flexibility caps: not applicable.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS

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

6.1 General eligibility conditions

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

(a) for actual costs:

(i) they must be actually incurred by the beneficiary

[19] See Article 125 EU Financial Regulation 2024/2509.

(ii) they must be incurred in the period set out in Article 4 (with the exception of costs relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)

(iii) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2

(iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation

(v) they must be identifiable and verifiable, in particular recorded in the beneficiary's accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary's usual cost accounting practices

(vi) they must comply with the applicable national law on taxes, labour and social security and

(vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency

(b) for unit costs or contributions (if any):

(i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2

(ii) the units must:

- be actually used or produced by the beneficiary in the period set out in Article 4 (with the exception of units relating to the submission of the final periodic report, which may be used or produced afterwards; see Article 21)

- be necessary for the implementation of the action and

(iii) the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20)

(c) for flat-rate costs or contributions (if any):

(i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2

(ii) the costs or contributions to which the flat-rate is applied must:

- be eligible

- relate to the period set out in Article 4 (with the exception of costs or contributions relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)

(d) for lump sum costs or contributions (if any):

(i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2

(ii) the work must be properly implemented by the beneficiary in accordance with Annex 1

(iii) the deliverables/outputs must be achieved in the period set out in Article 4 (with the exception of deliverables/outputs relating to the submission of the final periodic report, which may be achieved afterwards; see Article 21)

(e) for unit, flat-rate or lump sum costs or contributions according to usual cost accounting practices (if any):

(i) they must fulfil the general eligibility conditions for the type of cost concerned

(ii) the cost accounting practices must be applied in a consistent manner, based on objective criteria, regardless of the source of funding

(f) for financing not linked to costs (if any): the results must be achieved or the conditions must be fulfilled as described in Annex 1.

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

In-kind contributions provided by third parties free of charge may be declared as eligible direct costs by the beneficiaries which use them (under the same conditions as if they were their own, provided that they concern only direct costs and that the third parties and their in-kind contributions are set out in Annex 1 (or approved ex post in the periodic report, if their use does not entail changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants; 'simplified approval procedure').

6.2 Specific eligibility conditions for each budget category

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

Direct costs

A. Personnel costs

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

They must be limited to salaries (including net payments during parental leave), social security contributions, taxes and other costs linked to the remuneration, if they arise from national law or the employment contract (or equivalent appointing act) and be calculated on the basis of the costs actually incurred, in accordance with the following method:

{daily rate for the person

multiplied by

number of day-equivalents worked on the action (rounded up or down to the nearest half-day)}.

The daily rate must be calculated as:

{annual personnel costs for the person

divided by

215}

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

The actual time spent on parental leave by a person assigned to the action may be deducted from the 215 days indicated in the above formula.

The total number of day-equivalents declared in EU grants, for a person for a year, cannot be higher than 215, minus time spent on parental leave (if any).

For personnel which receives supplementary payments for work in projects (project-based remuneration), the personnel costs must be calculated at a rate which:

- corresponds to the actual remuneration costs paid by the beneficiary for the time worked by the person in the action over the reporting period
- does not exceed the remuneration costs paid by the beneficiary for work in similar projects funded by national schemes (‘national projects reference’)
- is defined based on objective criteria allowing to determine the amount to which the person is entitled

and

- reflects the usual practice of the beneficiary to pay consistently bonuses or supplementary payments for work in projects funded by national schemes.

The national projects reference is the remuneration defined in national law, collective labour agreement or written internal rules of the beneficiary applicable to work in projects funded by national schemes.

If there is no such national law, collective labour agreement or written internal rules or if the project-based remuneration is not based on objective criteria, the national project reference will be the average remuneration of the person in the last full calendar year covered by the reporting period, excluding remuneration paid for work in EU actions.

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

- using the actual personnel costs recorded in the beneficiary’s accounts and excluding any costs which are ineligible or already included in other budget categories; the actual personnel costs may be adjusted on the basis of budgeted or estimated elements,

if they are relevant for calculating the personnel costs, reasonable and correspond to objective and verifiable information

and

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

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

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

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

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

A.4 The work of **SME owners** for the action (i.e. owners of beneficiaries that are small and medium-sized enterprises[20] not receiving a salary) or **natural person beneficiaries** (i.e. beneficiaries that are natural persons not receiving a salary) may be declared as personnel costs, if they fulfil the general eligibility conditions and are calculated as unit costs in accordance with the method set out in Annex 2a.

A.6 For **beneficiaries with personnel unit cost**, the personnel costs under categories A.1-A.4 must be declared as unit cost and are eligible, if they fulfil the general eligibility conditions, are calculated as unit costs in accordance with the method set out in Annex 2a and comply with the conditions set out in Points A.1-A.4 for the underlying types of costs (personnel).

B. Subcontracting costs

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

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[20] For the definition, see Commission Recommendation 2003/361/EC: micro, small or medium-sized enterprise (SME) are enterprises
- engaged in an economic activity, irrespective of their legal form (including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity) and
- employing fewer than 250 persons (expressed in 'annual working units' as defined in Article 5 of the Recommendation) and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

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

[OPTION if selected for the call: The beneficiaries must ensure that the subcontracted work is performed in the eligible countries or target countries set out in the call conditions — unless otherwise approved by the granting authority.*]*

[OPTION if selected for the grant[21]: Subcontracting may cover only a limited part of the action.*]*

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

C. Purchase costs

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

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

C.1 Travel and subsistence

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

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

C.2 Equipment

[OPTION 1 by default (depreciation only):

[21] This is a standard obligation for all EU grants. It may be unselected only for actions where subcontracting is a key/large part of the action (e.g infrastructure projects; PCP/PPI; technical assistance, statistical programmes, etc).

Purchases of **equipment, infrastructure or other assets** used for the action must be declared as depreciation costs, calculated on the basis of the costs actually incurred and written off in accordance with international accounting standards and the beneficiary's usual accounting practices.

Only the portion of the costs that corresponds to the rate of actual use for the action during the action duration can be taken into account.

Costs for **renting or leasing** equipment, infrastructure or other assets are also eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees. *]*

[OPTION 2 full cost only (if selected for the call[22]):

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

'Capitalised costs' means:

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

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

[OPTION 3 depreciation + full cost for listed equipment at grant level (if selected for the call[23]):

Purchases of **equipment, infrastructure or other assets** used for the action must be declared as depreciation costs, calculated on the basis of the costs actually incurred and written off in accordance with international accounting standards and the beneficiary's usual accounting practices.

Only the portion of the costs that corresponds to the rate of actual use for the action during the action duration can be taken into account.

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

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[22] To be used as an exception, only if justified by the nature of the actions and the context of the use of the equipment or assets.

[23] To be used as an exception, only if justified by the nature of the actions and the context of the use of the equipment or assets.

[additional OPTION if selected for the grant[24]: Moreover, for the following equipment, infrastructure or other assets purchased specifically for the action (or developed as part of the action tasks):

- [insert name/type of equipment]
- [insert name/type of equipment]

[same for more equipment]

costs may exceptionally be declared as full capitalised costs, if they fulfil the cost eligibility conditions applicable to their respective cost categories.

'Capitalised costs' means:

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

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

[OPTION 4 full cost + depreciation for listed equipment at grant level (if selected for the call[25]):

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

'Capitalised costs' means:

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

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

[additional OPTION if selected for the grant[26]: However, for the following equipment, infrastructure or other assets used for the action:

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[24] Full purchase cost option and conditions must be specified in the call.

[25] To be used as an exception, only if justified by the nature of the actions and the context of the use of the equipment or assets.

- [insert name/type of equipment]
- [insert name/type of equipment]

[same for more equipment]

the costs must be declared as depreciation costs, on the basis of the costs actually incurred and written off in accordance with international accounting standards and the beneficiary's usual accounting practices.

Only the portion of the costs that corresponds to the rate of actual use for the action during the action duration can be taken into account.

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

C.3 Other goods, works and services

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

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

D. Other cost categories

[OPTION if selected for the call: **D.1 Financial support to third parties**

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

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

(a) for grants (or similar):

(i) the maximum amount of financial support for each third party ('recipient'); this amount may not exceed the amount set out in the Data Sheet (see Point 3)[27] or otherwise agreed with the granting authority

(ii) the criteria for calculating the exact amount of the financial support

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[26] Depreciation option and conditions must be specified in the call.

[27] The amount must be specified in the call. It may not be more than 60 000 EUR, unless the objective of the action would otherwise be impossible or overly difficult or in the case of humanitarian aid, emergency support operations, civil protection operations, or crisis management aid (Article 207 EU Financial Regulation 2024/2509).

(iii) the different types of activity that qualify for financial support, on the basis of a closed list

(iv) the persons or categories of persons that will be supported and

(v) the criteria and procedures for giving financial support

(b) for prizes (or similar):

(i) the eligibility and award criteria

(ii) the amount of the prize and

(iii) the payment arrangements.

This cost will not be taken into account for the indirect cost flat-rate.*]*

D.2 Internally invoiced goods and services

Costs for internally invoiced goods and services directly used for the action may be declared as unit cost according to usual cost accounting practices, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions for such unit costs and the amount per unit is calculated:

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

and

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

'Internally invoiced goods and services' means goods or services which are provided within the beneficiary's organisation directly for the action and which the beneficiary values on the basis of its usual cost accounting practices.

This cost will not be taken into account for the indirect cost flat-rate.

[OPTION for all HE and Euratom ToA (except HE IA, HE PCP/PPI, HE ERC Grants, HE EIC Grants and HE EIT KIC actions): [OPTION if selected for the call: **D.3 Transnational access to research infrastructure unit costs**

Unit costs for providing transnational access to research infrastructure are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated in accordance with the method set out in Annex 2a and exclude any cost which are ineligible or already included in other budget categories.

Beneficiaries that declare costs under this cost category cannot use other cost categories such as internally invoiced goods and services or equipment costs (for charging the capital costs of the infrastructure), unless explicitly allowed in the call conditions.

This cost will not be taken into account for the indirect cost flat-rate.*]]*

[OPTION for all HE and Euratom ToA (except HE IA, HE PCP/PPI, HE ERC Grants, HE EIC Grants and HE EIT KIC actions): [OPTION if selected for the call: **D.4 Virtual access to research infrastructure unit costs**

Unit costs for providing virtual access to research infrastructure are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated in accordance with the method set out in Annex 2a and exclude any cost which are ineligible or already included in other budget categories.

Beneficiaries that declare costs under this cost category cannot use other cost categories such as internally invoiced goods and services or equipment costs (for charging the capital costs of the infrastructure), unless explicitly allowed by the call conditions.

This cost will not be taken into account for the indirect cost flat-rate.*]]*

[OPTION for HE PCP/PPI: **D.5 PCP/PPI procurement costs**

PCP/PPI procurement costs are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred and:

- are incurred for a joint pre-commercial procurement or joint or coordinated public procurement of innovative goods and services targeted by the action and described in Annex 1 and

- the procurement is carried out by a 'contracting authority/entity' as defined in the EU public procurement Directives (in particular, Directives 2014/24/EU[28], 2014/25/EU[29] and 2009/81/EC[30]).

The beneficiaries must award the procurement contracts to the tender(s) offering best value for money and use objective and transparent procedures which — unless otherwise provided in the call conditions — include:

- if a preliminary market consultation is carried out: the publication of a prior information notice about the consultation in the Official Journal of the European Union

- the publication of a contract notice in the Official Journal of the European Union

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[28] 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 (OJ L 94, 28.3.2014, p. 65).

[29] 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 (OJ L 94, 28.3.2014, p. 243).

[30] Directive 2009/81/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of procedures for the award of certain works contracts, supply contracts and service contracts by contracting authorities or entities in the fields of defence and security, and amending Directives 2004/17/EC and 2004/18/EC (OJ L 216, 20.8.2009, p. 76).

- the publication of a contract award notice within 48 days after concluding the contract(s) in the Official Journal of the European Union

in English and any additional language(s) chosen by the beneficiaries.

Where the call conditions restrict participation or control due to security reasons, the beneficiaries must ensure that the performance of the contract takes place in the eligible countries or target countries set out in the call conditions — unless otherwise approved by the granting authority.

For PPI procurements, beneficiaries that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with these Directives and the applicable national law on public procurement.

The beneficiaries which act as procurers (i.e. the buyers group and the lead procurer), the object and estimated cost for each procurement and the estimated financial contribution per member of the buyers group must be set out in Annex 1 and the estimated procurement costs per beneficiary must be set out in Annex 2.

The costs for the cost categories other than procurement costs are eligible only up to 50% of the total estimated eligible costs of the action set out in Annex 2.

This cost will not be taken into account for the indirect cost flat-rate. *]*

[OPTION for Euratom Programme Cofund Actions: **D.6 Euratom Cofund staff mobility costs**

Euratom Cofund staff mobility costs are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions and are calculated as unit cost in accordance with the method set out in Annex 2a.

This cost will not be taken into account for the indirect cost flat-rate.*]*

[OPTION for HE ERC Grants: **D.7 ERC additional funding**

Costs for ERC additional funding (e.g. start-up costs, major equipment, access to large facilities, major experimental and field work costs) are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred, comply with the conditions set out in Points A and C for the underlying types of costs (personnel and purchases) and are incurred for activities eligible for such additional funding.

Changes to this cost category require either an amendment or, exceptionally, simplified approval (ex post in the periodic report). These changes may only be accepted provided that the objectives for which the additional funding was awarded remain the same.*]*

[OPTION for HE ERC Grants: **D.8 ERC additional funding (subcontracting, FSTP and internally invoiced goods and services)**

Costs for ERC additional funding (subcontracting, financial support to third parties (FSTP) and internally invoiced goods and services) are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred, comply with the conditions set out in Points B, D.1 and

D.2 for the underlying types of costs (subcontracting, financial support to third parties and internally invoiced goods and services) and are incurred for activities eligible for such additional funding.

Changes to this cost category require either an amendment or, exceptionally, simplified approval (ex post in the periodic report). These changes may only be accepted provided that the objectives for which the additional funding was awarded remain the same.

This cost will not be taken into account for the indirect cost flat-rate.]

Indirect costs

E. Indirect costs

Indirect costs will be reimbursed at the flat-rate of 25% of the eligible direct costs (categories A-D, except volunteers costs, subcontracting costs, financial support to third parties and exempted specific cost categories, if any).

Contributions

6.3 Ineligible costs and contributions

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

(a) costs or contributions that do not comply with the conditions set out above (Article 6.1 and 6.2), in particular:

(i) costs related to return on capital and dividends paid by a beneficiary

(ii) debt and debt service charges

(iii) provisions for future losses or debts

(iv) interest owed

(v) currency exchange losses

(vi) bank costs charged by the beneficiary's bank for transfers from the granting authority

(vii) excessive or reckless expenditure

(viii) deductible or refundable VAT (including VAT paid by public bodies acting as public authority)

(ix) costs incurred or contributions for activities implemented during grant agreement suspension (see Article 31)

(x) in-kind contributions by third parties: not applicable

(b) costs or contributions declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following cases:

(i) *[OPTION 1 by default:* Synergy actions: not applicable*] [OPTION 2 if selected for the grant:* if the grants are part of jointly coordinated Synergy actions and the funding under the grants does not go above 100% of the costs and contributions declared to them*]*

(ii) if the action grant is combined with an operating grant[31] running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant

(c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant)

(d) costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies

(e) other[32]:

(i) *[OPTION 1 by default:* country restrictions for eligible costs: not applicable*] [OPTION 2 if selected for the call:* costs or contributions for activities that do not take place in the eligible countries or target countries set out in the call conditions — unless approved by the granting authority*]*

(ii) costs or contributions declared specifically ineligible in the call conditions.

6.4 Consequences of non-compliance

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

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

CHAPTER 4 GRANT IMPLEMENTATION

SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS

ARTICLE 7 — BENEFICIARIES

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

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

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[31] For the definition, see Article 183(2)(b) EU Financial Regulation 2024/2509: '**operating grant**' means an EU grant to finance "the functioning of a body which has an objective forming part of and supporting an EU policy".

[32] Condition must be specified in the call.

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

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

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

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

(a) Each beneficiary must:

(i) keep information stored in the Portal Participant Register up to date (see Article 19)

(ii) inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 19)

(iii) submit to the coordinator in good time:

- the prefinancing guarantees (if required; see Article 23)
- the financial statements and certificates on the financial statements (CFS) (if required; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
- the contribution to the deliverables and technical reports (see Article 21)
- any other documents or information required by the granting authority under the Agreement

(iv) submit via the Portal data and information related to the participation of their affiliated entities.

(b) The coordinator must:

(i) monitor that the action is implemented properly (see Article 11)

(ii) act as the intermediary for all communications between the consortium and the granting authority, unless the Agreement or granting authority specifies otherwise, and in particular:

- submit the prefinancing guarantees to the granting authority (if any)

- request and review any documents or information required and verify their quality and completeness before passing them on to the granting authority
- submit the deliverables and reports to the granting authority
- inform the granting authority about the payments made to the other beneficiaries (report on the distribution of payments; if required, see Articles 22 and 32)

(iii) distribute the payments received from the granting authority to the other beneficiaries without unjustified delay (see Article 22).

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

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

Moreover, coordinators which are 'sole beneficiaries'[33] (or similar, such as European research infrastructure consortia (ERICs)) may delegate the tasks set out in Point (b)(i) to (iii) above to one of their members. The coordinator retains sole responsibility for compliance with the obligations under the Agreement.

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

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

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

[33] For the definition, see Article 190(2) EU Financial Regulation 2024/2509: "Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the **sole beneficiary**, including where it is specifically established for the purpose of implementing the action financed by the grant."

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

[OPTION if selected for the grant: For **linked actions**, the beneficiaries must have **arrangements** with the participants of the other action, to ensure that both actions are implemented and coordinated properly.

If required by the granting authority (see Data Sheet, Point 1), these arrangements must be set out in a written **collaboration agreement** with the participants of the other action or, if the consortium is the same, as part of their consortium agreement, covering for instance:

- the internal organisation and decision making processes
- the areas where close collaboration/synchronisation is needed (e.g. on management of outputs, common approaches towards standardisation, links with regulatory and policy activities, common communication and dissemination activities, sharing of information, access to background and results, etc.)
- settlement of disputes
- liability, indemnification and confidentiality arrangements between the beneficiaries in both actions.

The arrangements with the participants of the other action must not contain any provision contrary to this Agreement.*]*

ARTICLE 8 — AFFILIATED ENTITIES

[OPTION 1 if selected for the grant: The following entities which are linked to a beneficiary will participate in the action as 'affiliated entities':

- [**AE legal name (short name)**], PIC [number], linked to [BEN legal name (short name)]
- [**AE legal name (short name)**], PIC [number], linked to [BEN legal name (short name)]

[same for more AE]

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

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

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

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

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

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

[OPTION 2: Not applicable*]*

ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

9.1 Associated partners

[OPTION 1 if selected for the grant: The following entities which cooperate with a beneficiary will participate in the action as 'associated partners':

- [**AP legal name (short name)**], PIC [number] *[*, associated partner of [BEN legal name (short name)]*]*
- [**AP legal name (short name)**], PIC [number] *[*, associated partner of [BEN legal name (short name)]*]*

[same for more AP]

Associated partners must implement the action tasks attributed to them in Annex 1 in accordance with Article 11. They may not charge costs or contributions to the action and the costs for their tasks are not eligible.

The tasks must be set out in Annex 1.

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

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

[OPTION 2: Not applicable*]*

9.2 Third parties giving in-kind contributions to the action

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

Third parties giving in-kind contributions do not implement any action tasks. They may not charge costs or contributions to the action, but the costs for the in-kind contributions are eligible and may be charged by the beneficiaries which use them, under the conditions set out in Article 6. The costs will be included in Annex 2 as part of the beneficiaries' costs.

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

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

9.3 Subcontractors

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

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

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

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

9.4 Recipients of financial support to third parties

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

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

ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

10.1 Non-EU participants

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

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC[34]
- for the controls under Article 25: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies

[34] Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts (OJ L 157, 9.6.2006, p. 87).

mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

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

10.2 Participants which are international organisations

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

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use either independent public officers or external auditors which comply with comparable standards as those set out in EU Directive 2006/43/EC[35]
- for the controls under Article 25: to allow for the checks, reviews, audits and investigations by the bodies mentioned in that Article, taking into account the specific agreements concluded by them and the EU (if any).

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

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

10.3 Pillar-assessed participants

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

'Pillar-assessment' means a review by the European Commission on the systems, rules and procedures which participants use for managing EU grants (in particular internal control system, accounting system, external audits, financing of third parties, rules on recovery and exclusion, information on recipients and protection of personal data; see Article 157 EU Financial Regulation 2024/2509).

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

- record-keeping (Article 20): may be done in accordance with internal standards, rules and procedures

[35] Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts (OJ L 157, 9.6.2006, p. 87).

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

and use the following specific rules, for:

- recoveries (Article 22): in case of financial support to third parties, there will be no recovery if the participant has done everything possible to retrieve the undue amounts from the third party receiving the support (including legal proceedings) and non-recovery is not due to an error or negligence on its part
- checks, reviews, audits and investigations by the EU (Article 25): will be conducted taking into account the rules and procedures specifically agreed between them and the framework agreement (if any)
- impact evaluation (Article 26): will be conducted in accordance with the participant's internal rules and procedures and the framework agreement (if any)
- grant agreement termination (Article 32): the final grant amount and final payment will be calculated taking into account also costs relating to contracts due for execution only after termination takes effect, if the contract was entered into before the pre-information letter was received and could not reasonably be terminated on legal grounds
- liability for damages (Article 33.2): the granting authority must be compensated for damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement only if the damage is due to an infringement of the participant's internal rules and procedures or due to a violation of third parties' rights by the participant or one of its employees or individual for whom the employees are responsible.

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

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

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

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

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

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

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

SECTION 2 RULES FOR CARRYING OUT THE ACTION

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

11.1 Obligation to properly implement the action

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

11.2 Consequences of non-compliance

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

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

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

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

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

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

12.2 Consequences of non-compliance

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

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

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

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

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

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

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

(a) need to know it in order to implement the Agreement and

(b) are bound by an obligation of confidentiality.

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

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

(a) this is necessary to implement the Agreement or safeguard the EU financial interests and

(b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

(a) the disclosing party agrees to release the other party

(b) the information becomes publicly available, without breaching any confidentiality obligation

(c) the disclosure of the sensitive information is required by EU, international or national law.

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

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444[36] and its implementing rules).

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

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

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

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

13.3 Consequences of non-compliance

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

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

ARTICLE 14 — ETHICS AND VALUES

14.1 Ethics

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

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

14.2 Values

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

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

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

14.3 Consequences of non-compliance

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

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

ARTICLE 15 — DATA PROTECTION

15.1 Data processing by the granting authority

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

For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725[37].

15.2 Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679[38]).

They must ensure that personal data is:

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

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37 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 (OJ L 295, 21.11.2018, p. 39).

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

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

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

15.3 Consequences of non-compliance

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

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

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

16.1 Background and access rights to background

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

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

(a) held by the beneficiaries before they acceded to the Agreement and

(b) needed to implement the action or exploit the results.

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

16.2 Ownership of results

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

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

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

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

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

(a) **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)

(b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)

(c) **editing or redrafting** (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)

(d) **translation**

(e) **storage** in paper, electronic or other form

(f) **archiving**, in line with applicable document-management rules

(g) the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority and

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

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

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

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

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

16.4 Specific rules on IPR, results and background

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

16.5 Consequences of non-compliance

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

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

ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

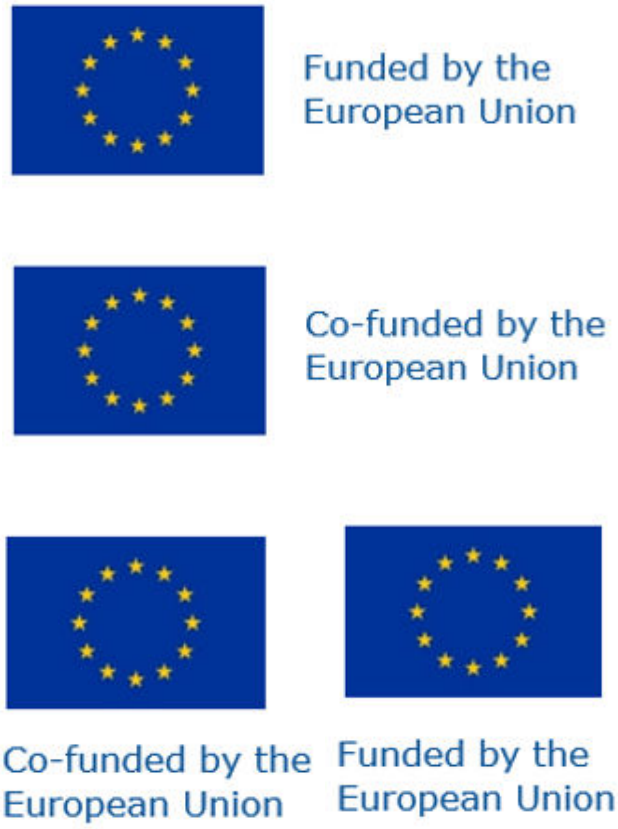
17.1 Communication — Dissemination — Promoting the action

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

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

17.2 Visibility — European flag and funding statement

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



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

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

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

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

17.3 Quality of information — Disclaimer

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

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

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

17.4 Specific communication, dissemination and visibility rules

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

17.5 Consequences of non-compliance

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

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

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

18.1 Specific rules for carrying out the action

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

18.2 Consequences of non-compliance

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

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

SECTION 3 GRANT ADMINISTRATION

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

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

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

19.2 Participant Register data updates

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

19.3 **Information** about events and circumstances which impact the action

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

(a) **events** which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:

(i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)

(ii) *[OPTION 1 by default:* linked action information: not applicable*] [OPTION 2 if selected for the grant:* changes regarding the linked action (see Article 3)*]*

(b) **circumstances** affecting:

(i) the decision to award the grant or

(ii) compliance with requirements under the Agreement.

19.4 Consequences of non-compliance

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

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

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

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

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

(a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the beneficiaries' usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents

(b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied

(c) for the following simplified costs and contributions: the beneficiaries do not need to keep specific records on the actual costs incurred, but must keep:

(i) for unit costs and contributions (if any): adequate records and supporting documents to prove the number of units declared

(ii) for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as described in Annex 1

(iii) for financing not linked to costs (if any): adequate records and supporting documents to prove the achievement of the results or the fulfilment of the conditions as described in Annex 1

(d) for unit, flat-rate and lump sum costs and contributions according to usual cost accounting practices (if any): the beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in Articles 6.1 and 6.2.

Moreover, the following is needed for specific budget categories:

(e) for personnel costs: time worked for the beneficiary under the action must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; the granting authority may accept alternative evidence supporting the time worked for the action declared, if it considers that it offers an adequate level of assurance

(f) additional record-keeping rules: not applicable.

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

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

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

20.2 Consequences of non-compliance

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

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

ARTICLE 21 — REPORTING

21.1 Continuous reporting

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

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

21.2 Periodic reporting: Technical reports and financial statements

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

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

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

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

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

The financial part of the periodic report includes:

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

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

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

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

- the information provided is complete, reliable and true
- the costs and contributions declared are eligible (see Article 6)

- the costs and contributions can be substantiated by adequate records and supporting documents (see Article 20) that will be produced upon request (see Article 19) or in the context of checks, reviews, audits and investigations (see Article 25)

- for the final periodic report: all the revenues have been declared (if required; see Article 22).

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

21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

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

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

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

21.4 Reporting language

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

21.5 Consequences of non-compliance

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

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

ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE

22.1 Payments and payment arrangements

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

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

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

The cost of payment transfers will be borne as follows:

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

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

22.2 Recoveries

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

Each beneficiary's financial responsibility in case of recovery is in principle limited to their own debt and undue amounts of their affiliated entities.

In case of enforced recoveries (see Article 22.4), affiliated entities will be held liable for repaying debts of their beneficiaries, if required by the granting authority (see Data Sheet, Point 4.4).

22.3 Amounts due

22.3.1 Prefinancing payments

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

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

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

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

The contribution to the Mutual Insurance Mechanism will be retained from the prefinancing payments (at the rate and in accordance with the modalities set out in the Data Sheet, see Point 4.2) and transferred to the Mechanism.

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

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

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

22.3.2 Amount due at beneficiary termination — Recovery

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 1 — Calculation of the total accepted EU contribution

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

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

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

{total accepted EU contribution for the beneficiary

minus

{prefinancing and interim payments received (if any)}}.

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

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

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

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

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

If payment is not made to the coordinator by the date specified in the confirmation letter, the granting authority may call on the Mutual Insurance Mechanism to intervene, if continuation of the action is guaranteed and the conditions set out in the rules governing the Mechanism are met.

In this case, it will send a **beneficiary recovery letter**, together with a **debit note** with the terms and date for payment.

The debit note for the beneficiary will include the amount calculated for the affiliated entities which also had to end their participation (if any).

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

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

22.3.3 Interim payments

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the interim payment ceiling

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the interim payment ceiling

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

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

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

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

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

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the maximum grant amount

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

Step 3 — Reduction due to the no-profit rule

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

'Revenue' is all income generated by the action, during its duration (see Article 4), for beneficiaries that are profit legal entities *[OPTION if selected for the call:* (— with the exception of income generated by the exploitation of results, which are not considered as revenues)*]*.

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

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

{final grant amount

minus

{prefinancing and interim payments made (if any)}}.

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

The amount retained for the Mutual Insurance Mechanism (see above) will be released and **paid** to the coordinator (in accordance with the rules governing the Mechanism).

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

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

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

If— despite the release of the Mutual Insurance Mechanism contribution — the balance is **negative**, it will be **recovered** in accordance with the following procedure:

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

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

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received) and the coordinator has submitted the report on the distribution of payments, it will calculate the **share of the debt per beneficiary**, by:

(a) identifying the beneficiaries for which the amount calculated as follows is negative:

{{{total accepted EU contribution for the beneficiary

divided by

total accepted EU contribution for the action}

multiplied by

final grant amount for the action},

minus

{prefinancing and interim payments received by the beneficiary (if any)}}

and

(b) dividing the debt:

{{amount calculated according to point (a) for the beneficiary concerned

divided by

the sum of the amounts calculated according to point (a) for all the beneficiaries identified according to point (a)}

multiplied by

the amount to be recovered}.

and confirm the amount to be recovered from each beneficiary concerned (**confirmation letter**), together with **debit notes** with the terms and date for payment.

The debit notes for beneficiaries will include the amounts calculated for their affiliated entities (if any).

If the coordinator has not submitted the report on the distribution of payments, the granting authority will **recover** the full amount from the coordinator (**confirmation letter** and **debit note** with the terms and date for payment).

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

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

If — after the final payment (in particular, after checks, reviews, audits or investigations; see Article 25) — the granting authority rejects costs or contributions (see Article 27) or reduces the grant (see Article 28), it will calculate the **revised final grant amount** for the beneficiary concerned.

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

Step 1 — Calculation of the revised total accepted EU contribution

Step 1 — Calculation of the revised total accepted EU contribution

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

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

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

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

{{{total accepted EU contribution for the beneficiary

divided by

total accepted EU contribution for the action}

multiplied by

final grant amount for the action}.

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

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

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

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

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

22.4 Enforced recovery

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

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

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

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

(b) financial guarantee(s): not applicable

(c) joint and several liability of beneficiaries: not applicable

(d) by holding affiliated entities jointly and severally liable (if any, see Data Sheet, Point 4.4) or

(e) by taking legal action (see Article 43) or, provided that granting authority is the European Commission or an EU executive agency, by adopting an enforceable

decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2024/2509.

If the Mutual Insurance Mechanism was called on by the granting authority to intervene, recovery will be continued in the name of the Mutual Insurance Mechanism. If two debit notes were sent, the second one (in the name of the Mutual Insurance Mechanism) will be considered to replace the first one (in the name of the granting authority). Where the MIM intervened, offsetting, enforceable decisions or any other of the above-mentioned forms of enforced recovery may be used mutatis mutandis.

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

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366[39] applies.

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

22.5 Consequences of non-compliance

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

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

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

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

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

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

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

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

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

ARTICLE 23 — GUARANTEES

Not applicable

ARTICLE 24 — CERTIFICATES

24.1 Operational verification report (OVR)

Not applicable

24.2 Certificate on the financial statements (CFS)

If required by the granting authority (see Data Sheet, Point 4.3), the beneficiaries must provide certificates on their financial statements (CFS), in accordance with the schedule, threshold and conditions set out in the Data Sheet.

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

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

(a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC[40] (or for public bodies: by a competent independent public officer)

(b) the verification must be carried out according to the highest professional standards to ensure that the financial statements comply with the provisions under the Agreement and that the costs declared are eligible.

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

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

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

Not applicable

[40] Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts (OJ L 157, 9.6.2006, p. 87).

24.4 Systems and process audit (SPA)

Beneficiaries which:

- use unit, flat rate or lump sum costs or contributions according to documented (i.e. formally approved and in writing) usual costs accounting practices (if any) or
- have formalised documentation on the systems and processes for calculating their costs and contributions (i.e. formally approved and in writing), have participated in at least 150 actions under Horizon 2020 or the Euratom Research and Training Programme (2014-2018 or 2019-2020) and participate in at least 3 ongoing actions under Horizon Europe or the Euratom Research and Training Programme (2021-2025 or 2026-2027)

may apply to the granting authority for a systems and process audit (SPA).

This audit will be carried out as follows:

Step 1 — Application by the beneficiary.

Step 2 — If the application is accepted, the granting authority will carry out the systems and process audit, complemented by an audit of transactions (on a sample of the beneficiary's Horizon Europe or Euratom Research and Training Programme financial statements).

Step 3 — The audit result will take the form of a risk assessment classification for the beneficiary: low, medium or high.

Low-risk beneficiaries will benefit from less (or less in-depth) ex-post audits (see Article 25) and a higher threshold for submitting certificates on the financial statements (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3).

24.5 Consequences of non-compliance

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

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

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

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

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

25.1.2 Project reviews

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

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

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

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

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

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

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

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

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

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

25.1.3 Audits

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

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

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

The beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information (including complete accounts, individual salary statements or

other personal data) to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Article 13.

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

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

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

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

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

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

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

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

25.3 Access to records for assessing simplified forms of funding

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

25.4 OLAF, EPPO and ECA audits and investigations

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

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013[41] and No 2185/96[42]
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 263 of EU Financial Regulation 2024/2509.

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

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

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

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

25.5 Consequences of checks, reviews, audits and investigations — Extension of findings

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

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

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

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

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

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

25.5.2 Extension from other grants

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

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

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

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

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

(a) an invitation to submit observations on the list of grants affected by the findings

(b) the request to submit revised financial statements for all grants affected

(c) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:

(i) considers that the submission of revised financial statements is not possible or practicable or

(ii) does not submit revised financial statements.

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

(a) an invitation to submit observations on the list of grants affected by the findings and

(b) the **correction rate for extrapolation**, established on the basis of the systemic or recurrent errors and the principle of proportionality.

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

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

25.6 Consequences of non-compliance

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

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

ARTICLE 26 — IMPACT EVALUATIONS

26.1 Impact evaluation

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

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

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

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

26.2 Consequences of non-compliance

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

CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

SECTION 1 REJECTIONS AND GRANT REDUCTION

ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS

27.1 Conditions

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

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

Ineligible costs or contributions will be rejected.

27.2 Procedure

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

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

27.3 Effects

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

ARTICLE 28 — GRANT REDUCTION

28.1 Conditions

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

(a) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:

  (i) substantial errors, irregularities or fraud or

  (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), failure to cooperate with checks, reviews, audits and investigations, etc.), or

(b) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent

errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5).

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

28.2 Procedure

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

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

28.3 Effects

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

SECTION 2 SUSPENSION AND TERMINATION

ARTICLE 29 — PAYMENT DEADLINE SUSPENSION

29.1 Conditions

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

(a) the required report (see Article 21) has not been submitted or is not complete or additional information is needed

(b) there are doubts about the amount to be paid (e.g. ongoing extension procedure, queries about eligibility, need for a grant reduction, etc.) and additional checks, reviews, audits or investigations are necessary, or

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

29.2 Procedure

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

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

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

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

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

ARTICLE 30 — PAYMENT SUSPENSION

30.1 Conditions

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

(a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:

(i) substantial errors, irregularities or fraud or

(ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), failure to cooperate with checks, reviews, audits and investigations, etc.), or

(b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5).

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

30.2 Procedure

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

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

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

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

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

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

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

ARTICLE 31 — GRANT AGREEMENT SUSPENSION

31.1 Consortium-requested GA suspension

31.1.1 Conditions and procedure

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

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

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

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

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

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

31.2 EU-initiated GA suspension

31.2.1 Conditions

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

(a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:

(i) substantial errors, irregularities or fraud or

(ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), failure to cooperate with checks, reviews, audits and investigations, etc.), or

(b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5)

(c) other:

(i) *[OPTION 1 by default:* linked action issues: not applicable*] [OPTION 2 if selected for the grant:* the linked action (see Article 3) has not started as specified in Annex 1, has been suspended or can no longer contribute, and this impacts the implementation of the action under this Agreement*]*

(ii) additional GA suspension grounds:

- the action has lost its scientific or technological relevance
- for EIC Accelerator actions: the action has lost its economic relevance
- for challenge-based EIC Pathfinder actions and Horizon Europe Missions: the action has lost its relevance as part of the Portfolio for which it has been initially selected.

31.2.2 Procedure

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

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

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

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

Once the conditions for resuming implementation of the action are met, the granting authority will formally notify the coordinator a **lifting of suspension letter**, in which it will set the suspension end date and invite the coordinator to request an amendment of the Agreement to set the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the lifting of suspension letter. This date may be before the date on which the letter is sent.

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

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

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

ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION

32.1 Consortium-requested GA termination

32.1.1 Conditions and procedure

The beneficiaries may request the termination of the grant.

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

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

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

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

32.1.2 Effects

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

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

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

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

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

32.2 Consortium-requested beneficiary termination

32.2.1 Conditions and procedure

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

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

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

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

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

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

32.2.2 Effects

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

(i) a **report on the distribution of payments** to the beneficiary concerned

(ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3)

(iii) a second **request for amendment** (see Article 39) with other amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

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

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

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

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

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

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

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

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

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

32.3 EU-initiated GA or beneficiary termination

32.3.1 Conditions

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

(a) one or more beneficiaries do not accede to the Agreement (see Article 40)

(b) a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)

(c) following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants

(d) implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants

(e) a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)

(f) a beneficiary (or person with unlimited liability for its debts) is in breach of social security or tax obligations

(g) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has been found guilty of grave professional misconduct

(h) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud,

corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking

(i) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)

(j) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:

(i) substantial errors, irregularities or fraud or

(ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), failure to cooperate with checks, reviews, audits and investigations, etc.)

(k) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings; see Article 25.5)

(l) despite a specific request by the granting authority, a beneficiary does not request — through the coordinator — an amendment to the Agreement to end the participation of one of its affiliated entities or associated partners that is in one of the situations under points (d), (f), (e), (g), (h), (i) or (j) and to reallocate its tasks, or

(m) other:

(i) *[OPTION 1 by default:* linked action issues: not applicable*] [OPTION 2 if selected for the grant:* the linked action (see Article 3) has not started as specified in Annex 1, has been terminated or can no longer contribute, and this impacts the implementation of the action under this Agreement*]*

(ii) additional GA termination grounds:

- the action has lost its scientific or technological relevance
- for EIC Accelerator actions: the action has lost its economic relevance
- for challenge-based EIC Pathfinder actions and Horizon Europe Missions: the action has lost its relevance as part of the Portfolio for which it has been initially selected.

32.3.2 Procedure

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

- formally notifying the intention to terminate and the reasons why and

- requesting observations within 30 days of receiving notification.

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

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

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

32.3.3 Effects

(a) for **GA termination**:

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

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

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

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

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

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

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

(b) for **beneficiary termination**:

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

(i) a **report on the distribution of payments** to the beneficiary concerned

(ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress

of the work, the financial statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3)

(iii) a **request for amendment** (see Article 39) with any amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

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

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

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

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

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

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

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

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

SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS

ARTICLE 33 — DAMAGES

33.1 Liability of the granting authority

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

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

33.2 Liability of the beneficiaries

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

The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 137 to 148 EU Financial Regulation 2024/2509 and Articles 4 and 7 of Regulation 2988/95[43]).

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

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

‘Force majeure’ means any situation or event that:

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

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

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

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

CHAPTER 6 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Forms and means of communication — Electronic management

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

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

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

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

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

36.2 Date of communication

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

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

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

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

36.3 Addresses for communication

The Portal can be accessed via the Europa website.

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

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

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

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

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

Annex 2 takes precedence over Annex 1.

ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES

In accordance with Regulation No 1182/71[44], periods expressed in days, months or years are calculated from the moment the triggering event occurs.

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

'Days' means calendar days, not working days.

ARTICLE 39 — AMENDMENTS

39.1 Conditions

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

Amendments may be requested by any of the parties.

39.2 Procedure

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

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

The request for amendment must include:

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

The granting authority may request additional information.

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

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

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

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

ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

40.1 Accession of the beneficiaries mentioned in the Preamble

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

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

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

40.2 Addition of new beneficiaries

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

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

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

Additions are also possible in mono-beneficiary grants.

ARTICLE 41 — TRANSFER OF THE AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

43.1 Applicable law

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

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

43.2 Dispute settlement

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

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

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

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

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

ARTICLE 44 — ENTRY INTO FORCE

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

SIGNATURES

For the coordinator
[function/forename/surname]
[electronic signature]
Done in [English]
on [electronic time stamp]

For the granting authority
[forename/surname]
[electronic signature]
Done in [English]
on [electronic time stamp]

ANNEX 1

DESCRIPTION OF THE ACTION

ANNEX 2

ESTIMATED BUDGET

ANNEX 2 HORIZON EUROPE MGA — MULTI + MONO

ESTIMATED BUDGET FOR THE ACTION

	Estimated eligible[1] costs (per budget category)																	Estimated EU contribution[2]			
	Direct costs															Indirect costs	Total costs	EU contribution to eligible costs			Maximum grant amount[6]
	A. Personnel costs				B. Subcontracting costs	C. Purchase costs			D. Other cost categories							E. Indirect costs[3]		Funding rate %[4]	Maximum EU contribution[5]	Requested EU contribution	
	A.1 Employees (or equivalent) A.2 Natural persons under direct contract A.3 Seconded persons		A.4 SME owners and natural persons beneficiaries	A.5 Personnel unit cost	B. Subcontracting	C.1 Travel and subsistence	C.2 Equipment	C.3 Other goods, works and services	[D.1 Financial support to third parties]	D.2 Internally invoiced goods and services	[D.3 Transnational access to research infrastructure unit costs]	[D.4 Virtual access to research infrastructure unit costs]	[OPTION for HE EGF/PPS: D.5 PCP/PPI procurement costs]	[OPTION for Euratom Programme Cofund Actions: D.6 Euratom Cofund staff mobility costs]	[OPTION for HE ERC Grants: D.7 ERC additional funding]	[OPTION for HE ERC Grants: D.8 ERC additional funding (sub-contracting, FSTP and internally invoiced goods and services)]	E. Indirect costs					
Forms of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs[7]	Unit costs[7]	Actual costs	Actual costs	Actual costs	Actual costs	[Actual costs]	Unit costs (usual accounting practices)	[Unit costs[7]]	[Unit costs[7]]	[Actual costs]	[Unit costs[7]]	[Actual costs]	[Actual costs or Unit costs (usual accounting practices)]	Flat-rate costs[8]				
	a1	a2	a3	a5	b	c1	c2	c3	[d1a]	d2	[d3]	[d4]	[d5]	[d6]	[d7]	[d8]	e = 0,25 * (a1 + a2 + a3 + a5 + b + c1 + c2 + c3 + d1a + d2 + d3 + d4 + d5 + d6 + d7 + d8)	f = a+b+c+d+e	U	q = f*U	h	m
[short name beneficiary]																					
[short name affiliated entity]																					
[short name beneficiary]																					
[short name affiliated entity]																					
[short name associated partner]																					
TOTAL																					

ANNEX 2a

ADDITIONAL INFORMATION ON UNIT COSTS AND CONTRIBUTIONS

SME owners/natural person beneficiaries without salary

See Additional information on unit costs and contributions (Annex 2a and 2b)

HE and Euratom personnel unit cost

See Additional information on unit costs and contributions (Annex 2a and 2b)

HE and Euratom Research Infrastructure actions

See Additional information on unit costs and contributions (Annex 2a and 2b)

Euratom staff mobility costs

See Additional information on unit costs and contributions (Annex 2a and 2b)

ANNEX 2b

ADDITIONAL INFORMATION ON CUSTOMISED UNIT COSTS AND CONTRIBUTIONS

HE and Euratom Research Infrastructure actions

See Additional information on unit costs and contributions (Annex 2a and 2b)

Euratom staff mobility costs

See Additional information on unit costs and contributions (Annex 2a and 2b)

[OPTION for all HE JU ToA: [OPTION if selected for the call:

ANNEX 2e

COMPLEX FUNDING RATE CALCULATOR[45] *]]*

[45] Template published on Portal Reference Documents.

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES[46]

[46] Template published on Portal Reference Documents.

[OPTION if selected for the grant:

ANNEX 3a

DECLARATION ON JOINT AND SEVERAL LIABILITY OF AFFILIATED ENTITIES[47] *]*

[47] Template published on Portal Reference Documents.

ANNEX 4

MODEL FOR THE FINANCIAL STATEMENTS

ANNEX 4 HORIZON EUROPE MGA — MULTI + MONO

FINANCIAL STATEMENT FOR [PARTICIPANT NAME] FOR REPORTING PERIOD [NUMBER]

	Eligible[1] costs (per budget category)																	EU contribution[2]				Revenue
	Direct costs																Indirect costs	Total costs	EU contribution to eligible costs			Total requested EU contribution	Income generated by the action
	A. Personnel costs				B. Subcontracting costs	C. Purchase costs			D. Other cost categories								E. Indirect costs[2]		Funding rate x[3]	Maximum EU contribution[4]	Requested EU contribution		
	A.1 Employees (or equivalent) A.2 Natural persons under direct contract A.3 Seconded persons	A.4 SME owners and natural persons beneficiaries	A.5 Personnel unit cost	B. Subcontracting	C.1 Travel and subsistence	C.2 Equipment	C.3 Other goods, works and services	[D.1 Financial support to third parties]	D.2 Internally invoiced goods and services	[D.3 Transnational access to research infrastructure unit costs]	[D.4 Virtual access to research infrastructure unit costs]	[OPTION for HE PCP/PPI: D.5 PCP/PPI procurement costs]	[OPTION for Euratom Programme Option/Action: D.6 Euratom Cofund staff mobility costs]	[OPTION for HE ERC Grants: D.7 ERC additional funding]	[OPTION for HE ERC Grants: D.8 ERC additional funding (sub-contracting, FSTP and internally invoiced goods and services)]	E. Indirect costs						
Name of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs[5]	Unit costs[5]	Actual costs	Actual costs	Actual costs	Actual costs]	Unit costs (usual accounting practices)	[Unit costs[5]]	[Unit costs[5]]	[Actual costs]	[Unit costs[5]]	[Actual costs]	[Actual costs or Unit costs (usual accounting practices)]	Flat-rate costs[6]						
	a1	a2	a3	a5	b	c1	c2	c3	[d1a]	d2	[d3]	[d4]	[d5]	[d6]	[d7]	[d8]	e = 0,25*(a1+a2+a3+a5+b+c1+c2+c3+d1a+d2+d4 [+d7] [-d8])	f = a+b+c+d+e	U	q = f*U%	h	m	n
ZZ – [short name beneficiary/affiliated entity]																							

ANNEX 5

SPECIFIC RULES

CONFIDENTIALITY AND SECURITY (— ARTICLE 13)

Sensitive information with security recommendation

Sensitive information with a security recommendation must comply with the additional requirements imposed by the granting authority.

Before starting the action tasks concerned, the beneficiaries must have obtained all approvals or other mandatory documents needed for implementing the task. The documents must be kept on file and be submitted upon request by the coordinator to the granting authority. If they are not in English, they must be submitted together with an English summary.

For requirements restricting disclosure or dissemination, the information must be handled in accordance with the recommendation and may be disclosed or disseminated only after written approval from the granting authority.

EU classified information

If EU classified information is used or generated by the action, it must be treated in accordance with the security classification guide (SCG) and security aspect letter (SAL) set out in Annex 1 and Decision 2015/444[48] and its implementing rules — until it is declassified.

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

Action tasks involving EU classified information may be subcontracted only with prior explicit written approval from the granting authority and only to entities established in an EU Member State or in a non-EU country with a security of information agreement with the EU (or an administrative arrangement with the Commission).

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

ETHICS (— ARTICLE 14)

Ethics and research integrity

The beneficiaries must carry out the action in compliance with:

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

- ethical principles (including the highest standards of research integrity)

and

- applicable EU, international and national law, including the EU Charter of Fundamental Rights and the European Convention for the Protection of Human Rights and Fundamental Freedoms and its Supplementary Protocols.

No funding can be granted, within or outside the EU, for activities that are prohibited in all Member States. No funding can be granted in a Member State for an activity which is forbidden in that Member State.

The beneficiaries must pay particular attention to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of persons, the right to non-discrimination, the need to ensure protection of the environment and high levels of human health protection.

The beneficiaries must ensure that the activities under the action have an exclusive focus on civil applications, unless provided otherwise in the call conditions.

The beneficiaries must ensure that the activities under the action do not:

- aim at human cloning for reproductive purposes
- intend to modify the genetic heritage of human beings which could make such modifications heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed)
- intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer, or
- lead to the destruction of human embryos (for example, for obtaining stem cells).

Activities involving research on human embryos or human embryonic stem cells may be carried out only if:

- they are set out in Annex 1 or
- the coordinator has obtained explicit approval (in writing) from the granting authority.

In addition, the beneficiaries must respect the fundamental principle of research integrity — as set out in the European Code of Conduct for Research Integrity[49].

This implies compliance with the following principles:

- reliability in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources

[49] European Code of Conduct for Research Integrity of ALLEA (All European Academies).

- honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way
- respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment
- accountability for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts

and means that beneficiaries must ensure that persons carrying out research tasks follow the good research practices including ensuring, where possible, openness, reproducibility and traceability and refrain from the research integrity violations described in the Code.

Activities raising ethical issues must comply with the additional requirements formulated by the ethics panels (including after checks, reviews or audits; see Article 25).

Before starting an action task raising ethical issues, the beneficiaries must have obtained all approvals or other mandatory documents needed for implementing the task, notably from any (national or local) ethics committee or other bodies such as data protection authorities.

The documents must be kept on file and be submitted upon request by the coordinator to the granting authority. If they are not in English, they must be submitted together with an English summary, which shows that the documents cover the action tasks in question and includes the conclusions of the committee or authority concerned (if any).

VALUES (— ARTICLE 14)

Gender mainstreaming

The beneficiaries must take all measures to promote equal opportunities between men and women in the implementation of the action and, where applicable, in line with the gender equality plan. They must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level.

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

Definitions

Access rights — Rights to use results or background.

Dissemination — The public disclosure of the results by appropriate means, other than resulting from protecting or exploiting the results, including by scientific publications in any medium.

Exploit(ation) — The use of results in further research and innovation activities other than those covered by the action concerned, including among other things, commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities.

Fair and reasonable conditions — Appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

FAIR principles — 'findability', 'accessibility', 'interoperability' and 'reusability'.

Open access — Online access to research outputs provided free of charge to the end-user.

Open science — An approach to the scientific process based on open cooperative work, tools and diffusing knowledge.

Research data management — The process within the research lifecycle that includes the organisation, storage, preservation, security, quality assurance, allocation of persistent identifiers (PIDs) and rules and procedures for sharing of data including licensing.

Research outputs — Results to which access can be given in the form of scientific publications, data or other engineered results and processes such as software, algorithms, protocols, models, workflows and electronic notebooks.

Scope of the obligations

For this section, references to 'beneficiary' or 'beneficiaries' do not include affiliated entities (if any).

Agreement on background — Background free from restrictions

The beneficiaries must identify in a written agreement the background as needed for implementing the action or for exploiting its results.

Where the call conditions restrict control due to strategic interests reasons, background that is subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries or target countries set out in the call conditions and that impact the exploitation of the results (i.e. would make the exploitation of the results subject to control or restrictions) must not be used and must be explicitly excluded in the agreement on background — unless otherwise agreed with the granting authority.

Results free from restrictions

Where the call conditions restrict control due to strategic interests reasons, the beneficiaries must ensure that the results of the action are not subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries or target countries set out in the call conditions — unless otherwise agreed with the granting authority.

Ownership of results

Results are owned by the beneficiaries that generate them.

However, two or more beneficiaries own results jointly if:

- they have jointly generated them and
- it is not possible to:
    - establish the respective contribution of each beneficiary, or
    - separate them for the purpose of applying for, obtaining or maintaining their protection.

The joint owners must agree — in writing — on the allocation and terms of exercise of their joint ownership ('joint ownership agreement'), to ensure compliance with their obligations under this Agreement.

Unless otherwise agreed in the joint ownership agreement or consortium agreement, each joint owner may grant non-exclusive licences to third parties to exploit the jointly-owned results (without any right to sub-license), if the other joint owners are given:

- at least 45 days advance notice and
- fair and reasonable compensation.

The joint owners may agree — in writing — to apply another regime than joint ownership.

If third parties (including employees and other personnel) may claim rights to the results, the beneficiary concerned must ensure that those rights can be exercised in a manner compatible with its obligations under the Agreement.

The beneficiaries must indicate the owner(s) of the results (results ownership list) in the final periodic report.

Protection of results

Beneficiaries which have received funding under the grant must adequately protect their results — for an appropriate period and with appropriate territorial coverage — if protection is possible and justified, taking into account all relevant considerations, including the prospects for commercial exploitation, the legitimate interests of the other beneficiaries and any other legitimate interests.

Exploitation of results

Beneficiaries which have received funding under the grant must — up to four years after the end of the action (see Data Sheet, Point 1) — use their best efforts to exploit their results directly or to have them exploited indirectly by another entity, in particular through transfer or licensing.

If, despite a beneficiary's best efforts, the results are not exploited within one year after the end of the action, the beneficiaries must (unless otherwise agreed in writing with the granting authority) use the Horizon Results Platform to find interested parties to exploit the results.

If results are incorporated in a standard, the beneficiaries must (unless otherwise agreed with the granting authority or unless it is impossible) ask the standardisation body to include the funding statement (see Article 17) in (information related to) the standard.

Additional exploitation obligations

Where the call conditions impose additional exploitation obligations (including obligations linked to the restriction of participation or control due to strategic assets, interests, autonomy or security reasons), the beneficiaries must comply with them — up to four years after the end of the action (see Data Sheet, Point 1).

Where the call conditions impose additional exploitation obligations in case of a public emergency, the beneficiaries must (if requested by the granting authority) grant for a limited period of time specified in the request, non-exclusive licences — under fair and reasonable conditions — to their results to legal entities that need the results to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action (see Data Sheet, Point 1).

Additional information obligation relating to standards

Where the call conditions impose additional information obligations relating to possible standardisation, the beneficiaries must — up to four years after the end of the action (see Data Sheet, Point 1) — inform the granting authority, if the results could reasonably be expected to contribute to European or international standards.

Transfer and licensing of results

Transfer of ownership

The beneficiaries may transfer ownership of their results, provided this does not affect compliance with their obligations under the Agreement.

The beneficiaries must ensure that their obligations under the Agreement regarding their results are passed on to the new owner and that this new owner has the obligation to pass them on in any subsequent transfer.

Moreover, they must inform the other beneficiaries with access rights of the transfer at least 45 days in advance (or less if agreed in writing), unless agreed otherwise in writing for specifically identified third parties including affiliated entities or unless impossible under the applicable law. This notification must include sufficient information on the new owner to enable the beneficiaries concerned to assess the effects on their access rights. The beneficiaries may object within 30 days of receiving notification (or less if agreed in writing), if they can show that the transfer would adversely affect their access rights. In this case, the transfer may not take place until agreement has been reached between the beneficiaries concerned.

Granting licences

The beneficiaries may grant licences to their results (or otherwise give the right to exploit them), including on an exclusive basis, provided this does not affect compliance with their obligations.

Exclusive licences for results may be granted only if all the other beneficiaries concerned have waived their access rights.

Granting authority right to object to transfers or licensing — Horizon Europe actions

Where the call conditions in Horizon Europe actions provide for the right to object to transfers or licensing, the granting authority may — up to four years after the end of the action (see Data Sheet, Point 1) — object to a transfer of ownership or the exclusive licensing of results, if:

- the beneficiaries which generated the results have received funding under the grant
- it is to a legal entity established in a non-EU country not associated with Horizon Europe, and
- the granting authority considers that the transfer or licence is not in line with EU interests.

Beneficiaries that intend to transfer ownership or grant an exclusive licence must formally notify the granting authority before the intended transfer or licensing takes place and:

- identify the specific results concerned
- describe in detail the new owner or licensee and the planned or potential exploitation of the results, and
- include a reasoned assessment of the likely impact of the transfer or licence on EU interests, in particular regarding competitiveness as well as consistency with ethical principles and security considerations.

The granting authority may request additional information.

If the granting authority decides to object to a transfer or exclusive licence, it must formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information it has requested).

No transfer or licensing may take place in the following cases:

- pending the granting authority decision, within the period set out above
- if the granting authority objects
- until the conditions are complied with, if the granting authority objection comes with conditions.

A beneficiary may formally notify a request to waive the right to object regarding intended transfers or grants to a specifically identified third party, if measures safeguarding EU interests are in place. If the granting authority agrees, it will formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information requested).

Granting authority right to object to transfers or licensing — Euratom actions

Where the call conditions in Euratom actions provide for the right to object to transfers or licensing, the granting authority may — up to four years after the end of the action (see Data Sheet, Point 1) — object to a transfer of ownership or the exclusive or non-exclusive licensing of results, if:

- the beneficiaries which generated the results have received funding under the grant
- it is to a legal entity established in a non-EU country not associated to the Euratom Research and Training Programme 2021-2025 and
- the granting authority considers that the transfer or licence is not in line with the EU interests.

Beneficiaries that intend to transfer ownership or grant a licence must formally notify the granting authority before the intended transfer or licensing takes place and:

- identify the specific results concerned
- describe in detail the results, the new owner or licensee and the planned or potential exploitation of the results, and
- include a reasoned assessment of the likely impact of the transfer or licence on EU interests, in particular regarding competitiveness as well as consistency with ethical principles and security considerations (including the defence interests of the EU Member States under Article 24 of the Euratom Treaty).

The granting authority may request additional information.

If the granting authority decides to object to a transfer or licence, it will formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information requested).

No transfer or licensing may take place in the following cases:

- pending the granting authority decision, within the period set out above
- if the granting authority objects
- until the conditions are complied with, if the granting authority objection comes with conditions.

A beneficiary may formally notify a request to waive the right to object regarding intended transfers or grants to a specifically identified third party, if measures safeguarding EU interests are in place. If the granting authority agrees, it will formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information requested).

Limitations to transfers and licensing due to strategic assets, interests, autonomy or security reasons of the EU and its Member States

Where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security reasons, the beneficiaries may not transfer ownership of their results or grant licences to third parties which are established in countries which are not eligible countries or target countries set out in the call conditions (or, if applicable, are controlled by such countries or entities from such countries) — unless they have requested and received prior approval by the granting authority.

The request must:

- identify the specific results concerned
- describe in detail the new owner or licensee and the planned or potential exploitation of the results, and
- include a reasoned assessment of the likely impact of the transfer or license on the strategic assets, interests, autonomy or security of the EU and its Member States.

The granting authority may request additional information.

Access rights to results and background

Exercise of access rights — Waiving of access rights — No sub-licensing

Requests to exercise access rights and the waiver of access rights must be in writing.

Unless agreed otherwise in writing with the beneficiary granting access, access rights do not include the right to sub-license.

If a beneficiary is no longer involved in the action, this does not affect its obligations to grant access.

If a beneficiary defaults on its obligations, the beneficiaries may agree that that beneficiary no longer has access rights.

Access rights for implementing the action

The beneficiaries must grant each other access — on a royalty-free basis — to background needed to implement their own tasks under the action, unless the beneficiary that holds the background has — before acceding to the Agreement —:

- informed the other beneficiaries that access to its background is subject to restrictions, or
- agreed with the other beneficiaries that access would not be on a royalty-free basis.

The beneficiaries must grant each other access — on a royalty-free basis — to results needed for implementing their own tasks under the action.

Access rights for exploiting the results

The beneficiaries must grant each other access — under fair and reasonable conditions — to results needed for exploiting their results.

The beneficiaries must grant each other access — under fair and reasonable conditions — to background needed for exploiting their results, unless the beneficiary that holds the background has — before acceding to the Agreement — informed the other beneficiaries that access to its background is subject to restrictions.

Requests for access must be made — unless agreed otherwise in writing — up to one year after the end of the action (see Data Sheet, Point 1).

Access rights for entities under the same control

Unless agreed otherwise in writing by the beneficiaries, access to results and, subject to the restrictions referred to above (if any), background must also be granted — under fair and reasonable conditions — to entities that:

- are established in an EU Member State or Horizon Europe associated country
- are under the direct or indirect control of another beneficiary, or under the same direct or indirect control as that beneficiary, or directly or indirectly controlling that beneficiary and
- need the access to exploit the results of that beneficiary.

Unless agreed otherwise in writing, such requests for access must be made by the entity directly to the beneficiary concerned.

Requests for access must be made — unless agreed otherwise in writing — up to one year after the end of the action (see Data Sheet, Point 1).

Access rights for the granting authority, EU institutions, bodies, offices or agencies and national authorities to results for policy purposes — Horizon Europe actions

In Horizon Europe actions, the beneficiaries which have received funding under the grant must grant access to their results — on a royalty-free basis — to the granting authority, EU institutions, bodies, offices or agencies for developing, implementing and monitoring EU policies or programmes. Such access rights do not extend to beneficiaries' background.

Such access rights are limited to non-commercial and non-competitive use.

For actions under the cluster 'Civil Security for Society', such access rights also extend to national authorities of EU Member States for developing, implementing and monitoring their policies or programmes in this area. In this case, access is subject to a bilateral agreement to define specific conditions ensuring that:

- the access rights will be used only for the intended purpose and
- appropriate confidentiality obligations are in place.

Moreover, the requesting national authority or EU institution, body, office or agency (including the granting authority) must inform all other national authorities of such a request.

Access rights for the granting authority, Euratom institutions, funding bodies or the Joint Undertaking Fusion for Energy — Euratom actions

In Euratom actions, the beneficiaries which have received funding under the grant must grant access to their results — on a royalty-free basis — to the granting authority, Euratom institutions, funding bodies or the Joint Undertaking Fusion for Energy for developing, implementing and monitoring Euratom policies and programmes or for compliance with obligations assumed through international cooperation with non-EU countries and international organisations.

Such access rights include the right to authorise third parties to use the results in public procurement and the right to sub-license and are limited to non-commercial and non-competitive use.

Additional access rights

Where the call conditions impose additional access rights, the beneficiaries must comply with them.

COMMUNICATION, DISSEMINATION, OPEN SCIENCE AND VISIBILITY (— ARTICLE 17)

Dissemination

Dissemination of results

The beneficiaries must disseminate their results as soon as feasible, in a publicly available format, subject to any restrictions due to the protection of intellectual property, security rules or legitimate interests.

A beneficiary that intends to disseminate its results must give at least 15 days advance notice to the other beneficiaries (unless agreed otherwise), together with sufficient information on the results it will disseminate.

Any other beneficiary may object within (unless agreed otherwise) 15 days of receiving notification, if it can show that its legitimate interests in relation to the results or background would be significantly harmed. In such cases, the results may not be disseminated unless appropriate steps are taken to safeguard those interests.

Additional dissemination obligations

Where the call conditions impose additional dissemination obligations, the beneficiaries must also comply with those.

Open Science

Open science: open access to scientific publications

The beneficiaries must ensure open access to peer-reviewed scientific publications relating to their results. In particular, they must ensure that:

- at the latest at the time of publication, a machine-readable electronic copy of the published version or the final peer-reviewed manuscript accepted for publication, is deposited in a trusted repository for scientific publications

- immediate open access is provided to the deposited publication via the repository, under the latest available version of the Creative Commons Attribution International Public Licence (CC BY) or a licence with equivalent rights; for monographs and other long-text formats, the licence may exclude commercial uses and derivative works (e.g. CC BY-NC, CC BY-ND) and

- information is given via the repository about any research output or any other tools and instruments needed to validate the conclusions of the scientific publication.

Beneficiaries (or authors) must retain sufficient intellectual property rights to comply with the open access requirements.

Metadata of deposited publications must be open under a Creative Common Public Domain Dedication (CC 0) or equivalent, in line with the FAIR principles (in particular machine-actionable) and provide information at least about the following: publication (author(s), title, date of publication, publication venue); Horizon Europe or Euratom funding; grant project name, acronym and number; licensing terms; persistent identifiers for the publication, the authors involved in the action and, if possible, for their organisations and the grant. Where applicable, the metadata must include persistent identifiers for any research output or any other tools and instruments needed to validate the conclusions of the publication.

Only publication fees in full open access venues for scientific publications are eligible for reimbursement.

Open science: research data management

The beneficiaries must manage the digital research data generated in the action ('data') responsibly, in line with the FAIR principles and by taking all of the following actions:

- establish a data management plan ('DMP') (and regularly update it)

- as soon as possible and within the deadlines set out in the DMP, deposit the data in a trusted repository; if required in the call conditions, this repository must be federated in the EOSC in compliance with EOSC requirements

- as soon as possible and within the deadlines set out in the DMP, ensure open access — via the repository — to the deposited data, under the latest available version of the Creative Commons Attribution International Public License (CC BY) or Creative Commons Public Domain Dedication (CC 0) or a licence/dedication with equivalent rights, following the principle 'as open as possible as closed as necessary', unless providing open access would in particular:

    - be against the beneficiary's legitimate interests, including regarding commercial exploitation, or

    - be contrary to any other constraints, in particular the EU competitive interests or the beneficiary's obligations under this Agreement; if open access is not provided (to some or all data), this must be justified in the DMP

- provide information via the repository about any research output or any other tools and instruments needed to re-use or validate the data.

Metadata of deposited data must be open under a Creative Common Public Domain Dedication (CC 0) or equivalent (to the extent legitimate interests or constraints are safeguarded), in line with the FAIR principles (in particular machine-actionable) and provide information at least about the following: datasets (description, date of deposit, author(s) and embargo); Horizon Europe or Euratom funding; grant project name, acronym and number;

licensing terms; persistent identifiers for the dataset, the authors involved in the action, and, if possible, for their organisations and the grant. Where applicable, the metadata must include persistent identifiers for related publications and other research outputs.

Open science: additional practices

Where the call conditions impose additional obligations regarding open science practices, the beneficiaries must also comply with those.

Where the call conditions impose additional obligations regarding the validation of scientific publications, the beneficiaries must provide (digital or physical) access to data or other results needed for validation of the conclusions of scientific publications, to the extent that their legitimate interests or constraints are safeguarded (and unless they already provided (open) access at publication).

Where the call conditions impose additional open science obligations in case of a public emergency, the beneficiaries must (if requested by the granting authority) immediately deposit any research output in a trusted repository and provide open access to it under a CC BY licence, a Public Domain Dedication (CC 0) or equivalent. As an exception, if the access would be against the beneficiaries' legitimate interests, the beneficiaries must grant non-exclusive licenses — under fair and reasonable conditions — to legal entities that need the research output to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action (see Data Sheet, Point 1).

Plan for the exploitation and dissemination of results including communication activities

Unless excluded by the call conditions, the beneficiaries must provide and regularly update a plan for the exploitation and dissemination of results including communication activities.

SPECIFIC RULES FOR CARRYING OUT THE ACTION (— ARTICLE 18)

Implementation in case of restrictions due to strategic assets, interests, autonomy or security of the EU and its Member States

Where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security, the beneficiaries must ensure that none of the entities that participate as affiliated entities, associated partners, third parties giving in-kind contributions, subcontractors or recipients of financial support to third parties are established in countries which are not eligible countries or target countries set out in the call conditions (or, if applicable, are controlled by such countries or entities from such countries) — unless otherwise agreed with the granting authority.

The beneficiaries must moreover ensure that any cooperation with entities established in countries which are not eligible countries or target countries set out in the call conditions (or, if applicable, are controlled by such countries or entities from such countries) does not affect the strategic assets, interests, autonomy or security of the EU and its Member States.

Recruitment and working conditions for researchers

The beneficiaries must take all measures to implement the principles set out in Annex II to the Council Recommendation on a European framework to attract and retain research, innovation and entrepreneurial talents in Europe[50] ('the European Charter for Researchers'), in particular regarding:

- working conditions
- transparent recruitment processes based on merit, and
- career development.

The beneficiaries must ensure that researchers and all participants involved in the action are aware of them.

[OPTION for all HE and Euratom ToA (except HE IA, HE PCP/PPI, HE ERC Grants, HE EIC Grants and HE EIT KIC actions): **Specific rules for access to research infrastructure activities**

Definitions

Research Infrastructures — Facilities that provide resources and services for the research communities to conduct research and foster innovation in their fields. This definition includes the associated human resources, and it covers major equipment or sets of instruments; knowledge-related facilities such as collections, archives or scientific data infrastructures; computing systems, communication networks, and any other infrastructure, of a unique nature and open to external users, essential to achieve excellence in research and innovation. Where relevant, they may be used beyond research, for example for education or public services, and they may be 'single-sited', 'virtual' or 'distributed'[51]:

When implementing access to research infrastructure activities, the beneficiaries must respect the following conditions:

- for transnational access:
  - access which must be provided:

    The access must be free of charge, transnational access to research infrastructure or installations for selected user-groups.

    The access must include the logistical, technological and scientific support and the specific training that is usually provided to external researchers using the infrastructure. Transnational access can be either in person (hands-on), provided to selected users that visit the installation to make use of it, or remote, through the

[50] Council Recommendation C/2023/1640 of 18 December 2023 on a European framework to attract and retain research, innovation and entrepreneurial talents in Europe, Annex II (OJ C, C/2023/1640, 29.12.2023).

[51] See Article 2(1) of the Horizon Europe Framework Programme Regulation 2021/695.

provision to selected user-groups of remote scientific services (e.g. provision of reference materials or samples, remote access to a high-performance computing facility).

- categories of users that may have access:

  Transnational access must be provided to selected user-groups, i.e. teams of one or more researchers (users).

  The majority of the users must work in a country other than the country(ies) where the installation is located (unless access is provided by an international organisation, the Joint Research Centre (JRC), an ERIC or similar legal entity).

  Only user groups that are allowed to disseminate the results they have generated under the action may benefit from the access (unless the users are working for SMEs).

  Access for user groups with a majority of users not working in a EU Member State or Horizon Europe associated country is limited to 20% of the total amount of units of access provided under the grant (unless a higher percentage is foreseen in Annex 1).

- procedure and criteria for selecting user groups:

  The user groups must request access by submitting (in writing) a description of the work that they wish to carry out and the names, nationalities and home institutions of the users.

  The user groups must be selected by (one or more) selection panels set up by the consortium.

  The selection panels must be composed of international experts in the field, at least half of them independent from the consortium (unless otherwise specified in Annex 1).

  The selection panels must assess all proposals received and recommend a short-list of the user groups that should benefit from access.

  The selection panels must base their selection on scientific merit, taking into account that priority should be given to user groups composed of users who:

  - have not previously used the installation and
  - are working in countries where no equivalent research infrastructure exist.

  It will apply the principles of transparency, fairness and impartiality.

  Where the call conditions impose additional rules for the selection of user groups, the beneficiaries must also comply with those.

- other conditions:

The beneficiaries must request written approval from the granting authority for the selection of user groups requiring visits to the installations exceeding 3 months (unless such visits are foreseen in Annex 1).

In addition, the beneficiaries must:

- advertise widely, including on a their websites, the access offered under the Agreement
- promote equal opportunities in advertising the access and take into account the gender dimension when defining the support provided to users
- ensure that users comply with the terms and conditions of the Agreement
- ensure that its obligations under Articles 12, 13, 17 and 33 also apply to the users
- keep records of the names, nationalities, and home institutions of users, as well as the nature and quantity of access provided to them

- for virtual access:
  - access which must be provided:

    The access must be free of charge, virtual access to research infrastructure or installations.

    'Virtual access' means open and free access through communication networks to digital resources and services needed for research, without selecting the users to whom access is provided.

    The access must include the support that is usually provided to external users.

    Where allowed by the call conditions, beneficiaries may in justified cases define objective eligibility criteria (e.g. affiliation to a research or academic institution) for specific users.

  - other conditions:

    The beneficiaries must have the virtual access services assessed periodically by a board composed of international experts in the field, at least half of whom must be independent from the consortium (unless otherwise specified in Annex 1). For this purpose, information and statistics on the users and the nature and quantity of the access provided, must be made available to the board.

    The beneficiaries must advertise widely, including on a dedicated website, the access offered under the grant and the eligibility criteria, if any.

Where the call conditions impose additional traceability[52] obligations, information on the traceability of the users and the nature and quantity of access must be provided by the beneficiaries.

These obligations apply regardless of the form of funding or budget categories used to declare the costs (unit costs or actual costs or a combination of the two).*]*

[OPTION for HE PCP/PPI: **Specific rules for PCP and PPI procurements**

When implementing procurements in Pre-commercial Procurement (PCP) or Public Procurement of Innovative Solution (PPI) actions, the beneficiaries must respect the following conditions:

- avoid any conflict of interest and comply with the principles of transparency, non-discrimination, equal treatment, sound financial management, proportionality and competition rules
- assign the ownership of the intellectual property rights under the contracts to the contractors (for PPI procurements: unless there are exceptional overriding public interests which are duly justified in Annex 1), with the right of the buyers to access results — on a royalty-free basis — for their own use and to grant (or to require the contractors to grant) non-exclusive licences to third parties to exploit the results for them — under fair and reasonable conditions — without any right to sub-license
- allow for all communications to be made in English (and any additional languages chosen by the beneficiaries)
- ensure that prior information notices, contract notices and contract award notices contain information on the EU funding and a disclaimer that the EU is not participating as contracting authority in the procurement
- allow for the award of multiple procurement contracts within the same procedure (multiple sourcing)
- for procurements involving classified information: apply the security rules set out in Annex 5 mutatis mutandis to the contractors and the background and results of the contracts
- where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security reasons: apply the restrictions set out in Annex 5 mutatis mutandis to the contractors and the results under the contracts
- where the call conditions impose a place of performance obligation: ensure that the part of the activities that is subject to the place of performance obligation is performed in the eligible countries or target countries set out in the call conditions

[52] According to the definition given in ISO 9000, i.e.: “Traceability is the ability to trace the history, application, use and location of an item or its characteristics through recorded identification data.” The users can be traced, for example, by authentication and/or by authorization or by other means that allows for analysis of the type of users and the nature and quantity of access provided.

- to ensure reciprocal level of market access: where the WTO Government Procurement Agreement (GPA) does not apply, ensure that the participation in tendering procedures is open on equal terms to bidders from EU Member States and all countries with which the EU has an agreement in the field of public procurement under the conditions laid down in that agreement, including all Horizon Europe associated countries. Where the WTO GPA applies, ensure that tendering procedures are also open to bidders from states that have ratified this agreement, under the conditions laid down therein.*]*

[OPTION for HE and Euratom Programme Cofund actions: **Specific rules for Co-funded Partnerships**

When implementing financial support to third parties in Co-funded Partnerships, the beneficiaries must respect the following conditions:

- avoid any conflict of interest and comply with the principles of transparency, non-discrimination and sound financial management
- for the types of activity and categories of persons that will be supported:
    - for multi-beneficiary projects (including multi-participant projects): the projects supported must be transnational, involving at least two independent legal entities from two different EU Member States or Horizon Europe associated countries as recipients of the financial support and may also include legal entities established in a non-associated third countries not receiving financial support
    - for mono-beneficiary projects (multi-participant projects): the projects supported must be transnational, involving one legal entity established in an EU Member State or Horizon Europe associated country as recipient of the financial support and one legal entity established in a non-associated third country not receiving financial support
- for the selection procedure and criteria:
    - publish open calls widely (including on the Funding & Tenders Portal and the beneficiaries' websites)
    - keep open calls open for at least two months
    - inform recipients of call updates (if any) and the outcome of the call (list of selected projects, amounts and names of selected recipients)
    - measures to avoid potential conflicts of interest or unequal treatment of applicants must be ensured (notably through appropriate communication/exchange of information channels and independent and fair complaints procedures)
    - use the following selection criteria: the standard Horizon Europe award criteria
    - use the following selection procedures:
        - projects must be selected following a joint transnational call for proposals

- beneficiaries must make the selection through a two-step procedure:
  - Step 1: review at national or transnational level (including national eligibility checks)
  - Step 2: single international peer review

  and in Step 2:
  - proposals must be evaluated with the assistance of at least three independent experts
  - proposals must be ranked according to the evaluation results and the selection must be made on the basis of this ranking
  - the selection procedure must be followed by an independent expert observer, who must make a report.

Where the financial support is implemented through implementing partners, the beneficiaries must:

- ensure that the partners comply with the same rules, standards and procedures for implementing the financial support
- implement effective monitoring and oversight arrangements towards the partners, covering all aspects relating to the action
- ensure effective and reliable reporting by the partners, covering the activities implemented, information on indicators, as well as the legality and regularity of the expenditure claimed
- ensure that the partners provide that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the final recipients

  where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security reasons: apply the restrictions set out in Annex 5 mutatis mutandis to the final recipients and their results.*]*

[OPTION for HE ERC Grants: **Specific rules for ERC Grants**

When implementing ERC Grants, the beneficiaries must ensure that the action tasks described in Annex 1 are performed under the guidance of the principal investigator.

In accordance with Article 21, beneficiaries must submit progress reports (scientific reports) and periodic reports according to the schedule and modalities set out in the Data Sheet (see Points 4.1 and 4.2). Reports must be prepared using the templates available in the Portal (ERC scientific and periodic reports).

The internal arrangements set out in Article 7 must cover the decision making procedures for scientific and grant management issues, the distribution of the EU contribution, internal

dispute settlement and division of responsibilities for cases of rejection of costs or reduction of the grant.

In addition to the obligations set out in Article 17, communication and dissemination activities as well as infrastructure, equipment or major results funded by the grant must moreover display the following special logo:



In addition, the beneficiaries must respect the following conditions for the principal investigator and their team:

- host and engage the principal investigator for the whole duration of the action
- take all measures to implement the principles set out in the European Charter for Researchers — in particular regarding working conditions, transparent recruitment processes based on merit and career development — and ensure that the principal investigator, researchers and third parties involved in the action are aware of them
- enter — before grant signature — into a Supplementary Agreement with the principal investigator, that specifies:
    - the obligation of the beneficiary to meet its obligations under the Grant Agreement
    - the obligation of the principal investigator to supervise the scientific and technological implementation of the action
    - the obligation of the principal investigator to assume the responsibility for the scientific reporting for the beneficiary and contribute to the periodic reporting
    - the obligation of the principal investigator to meet the time commitments for implementing the action and for working in an EU Member State or Horizon Europe associated country, as set out in Annex 1
    - the obligation of the principal investigator to apply the beneficiary's usual management practices
    - the obligation of the principal investigator to inform the beneficiary immediately of any events or circumstances likely to affect the Grant Agreement, such as:
        - a planned portability of the grant (or part of it) to a new beneficiary (see Articles 32.2, 39, 40, 41)

- any personal grounds affecting the implementation of the action
- any changes in the information that was used as a basis for signing the supplementary agreement
- any changes in the information that was used as a basis for awarding the grant

- the obligation of the principal investigator to ensure the visibility of EU funding in communications or publications and in applications for the protection of results (see Article 16 and 17)
- the arrangements related to the intellectual property rights — during the implementation of the action and afterwards —, in particular, the obligation of the principal investigator to uphold the intellectual property rights of the beneficiary and full access — on a royalty-free basis — for the principal investigator to background and results needed for their activities under the action
- the obligation of the principal investigator to maintain confidentiality (see Article 13)
- for portability of the grant to a new beneficiary (see Articles 32.2, 39, 40, 41):
  - the right of the principal investigator to request the portability of the grant, provided that the objectives of the action remain achievable
  - the obligation of the principal investigator to:
    - propose to the coordinator (in writing) to what extent the action will be transferred and the details of the transfer arrangement
    - provide a statement to the coordinator with the detailed results of the research up to the time of transfer
- the right of the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) to exercise their rights also towards the principal investigator
- the applicable law and the dispute settlement forum

- provide the principal investigator with a copy of the signed Agreement
- guarantee the principal investigator scientific independence, in particular for the:
  - use of the budget to achieve the scientific objectives
  - authority to publish as senior author and invite as co-authors those who have contributed substantially to the work
  - preparation of scientific reports for the action

  - selection and supervision of the other team members, in line with the profiles needed to conduct the research and in accordance with the beneficiary's usual management practices
  - possibility to apply independently for funding
  - access to appropriate space and facilities for conducting the research
- provide — during the implementation of the action — research support to the principal investigator and the team members (regarding infrastructure, equipment, access rights, products and other services necessary for conducting the research)
- support the principal investigator and provide administrative assistance, in particular for the:
  - general management of the work and their team
  - scientific reporting, especially ensuring that the team members send their scientific results to the principal investigator
  - periodic reporting, especially providing timely and clear financial information (for actual cost grants)
  - application of the beneficiary's usual management practices
  - general logistics of the action
  - access to the electronic exchange system
- inform the principal investigator immediately (in writing) of any events or circumstances likely to affect the Agreement
- ensure that the principal investigator enjoys adequate:
  - conditions for annual, sickness and parental leave
  - occupational health and safety standards
  - insurance under the general social security scheme, such as pension rights
- allow (for both mono and multi-beneficiary actions) the portability of the grant to a new beneficiary, if requested by the principal investigator and provided that the objectives of the action remain achievable (see Articles 32.2, 39, 40, 41). The beneficiary may object only on the basis that the portability of the grant is not possible under national law. In particular, the beneficiary must:
  - agree with the principal investigator and the new beneficiary on a plan for the transfer of the intellectual property rights under the Agreement to the new beneficiary
  - transfer to the new beneficiary any part of the prefinancing received which is not covered by an approved periodic report, if requested by the granting authority

- transfer to the new beneficiary the equipment purchased and used exclusively for the action — against reimbursement of the costs that have not yet been depreciated (for actual cost grants) or under fair and reasonable conditions agreed among the concerned beneficiaries (for lump sum grants) — if requested by the principal investigator and the granting authority, and unless the transfer is not possible under national law.

For ERC Grants with more than one principal investigator, the above-mentioned obligations must be ensured by each beneficiary towards their principal investigators and their teams (and by each principal investigator towards their beneficiary, the coordinator and the other principal investigators). Moreover, the following specificities must be observed:

- for the implementation of the action: the corresponding principal investigator bears the overall responsibility for the supervision of the scientific and technological implementation of the action, while the other principal investigators must contribute to the overall implementation and supervise each one their parts

- for the reporting: the corresponding principal investigator assumes the primary responsibility for the scientific reporting and contribution to the periodic reporting, while the other principal investigators must contribute to both the scientific and periodic reporting

- for events or circumstances likely to affect the Agreement: each principal investigator must inform the coordinator, their beneficiary and the other principal investigators

- for portability of the grant by one of the principal investigators (Articles 32.2, 39, 40, 41):

  - the corresponding principal investigator must verify that the beneficiary of the principal investigator and the coordinator were informed

  - the principal investigator concerned must provide the coordinator and their beneficiary with a statement on the detailed results of the research up to the time of transfer

- for the internal arrangements (Article 7): they must also cover settlement of disputes between the principal investigators and between them and the beneficiaries).

For ERC Proof of Concept Grants, the specific rules on reporting (scientific and periodic reporting) and the special conditions for the principal investigator and their team do not apply.*]*

[OPTION for HE EIC Grants: **Specific rules for EIC actions**

All EIC actions (EIC Pathfinder actions, EIC Transition actions and EIC Accelerator actions) are subject to the call conditions. They will be managed proactively by the granting authority and the EIC Programme Manager it has appointed. When implementing them, the beneficiaries must closely cooperate and follow their instructions and provide requested information and data in a timely, helpful and constructive manner. Communication between EIC Programme Managers and beneficiaries must take place via the EIC Market Place.

When implementing EIC actions, the beneficiaries acknowledge and accept that they must attend regular (normally six-monthly) progress meetings, if organised by the granting authority.

In addition, the beneficiaries must provide the granting authority with regular data and information on the implementation of the action (normally every three months), if requested by the granting authority and via the EIC Market Place.

The beneficiaries acknowledge and accept that EIC actions are part of (one or more) EIC Portfolio(s) managed by the granting authority and the EIC Programme Managers and therefore subject to the following specific portfolio-related conditions:

- the granting authority may:
    - move the action to another EIC Portfolio or add additional EIC Portfolios during the action — with 30 days prior notice via the EIC Market Place
    - adjustments: change EIC Challenge Portfolio objectives and roadmap during the action and, if needed, request adjustments to the action activities, milestones or deliverables (amendment; see Article 39)
    - for challenge-based EIC Pathfinder actions: suspend or terminate the action, if there is no agreement on adjustments needed to ensure relevance with the objectives or roadmap of the Challenge Portfolio for which the action has been selected (see Articles 31.2 and 32.3)
- the Programme Manager may:
    - request participation in EIC Portfolio activities (such as conferences, workshops, EIC Portfolio or networks meetings, experience and data sharing activities, and EIC Business Acceleration Service events, etc.)
    - propose or accept the organisation of EIC additional Portfolio activities (for EIC Pathfinder actions: possibility of additional funding of up to EUR 50 000 to cover the related costs).

The beneficiaries must comply with the additional IPR, dissemination and exploitation obligations set out in the call conditions (Article 16 and Annex 5), in particular:

- use the EIC Market Place platform to exchange information on results (including preliminary findings) and Portfolio activities, in accordance with the Terms and Conditions of that platform
- clarify all intellectual property issues before the grant is signed and cover them in the consortium agreement (including ownership and co-ownership of results, consortium-internal approval processes for the dissemination of results, pre-existing technologies, appropriate licensing agreements for background, etc.) and, if requested, provide a copy to the granting authority
- provide updates to the plan for exploitation and dissemination of the results and information on dissemination or exploitation activities, if requested by the granting authority and for up to four years after the end of the action (see Data Sheet, Point 1)

- in case of indirect exploitation of the results: give priority to entities established in a Member State or a Horizon Europe associated country to exploit the results
- for beneficiaries that are non-profit legal entities in EIC Pathfinder or EIC Transition actions: EIC Inventors are granted indefinite access rights for exploitation purposes in accordance with the call conditions
- comply with dissemination restrictions imposed by the granting authority in the plan for exploitation and dissemination of the results (if any), i.e.:
    - prior protection
    - simultaneous unrestricted dissemination through the EIC Market Place
    - for results that qualify for an EIC Transition action or EIC Business Acceleration Services: prior assessment of the innovation potential
- allow the granting authority to also disseminate and promote the exploitation of the results, if they have already been made public by the beneficiary (or with its consent) or if, despite its best efforts, no exploitation has taken place, no interested party to exploit the results through the Horizon Results Platform has been found and it cannot demonstrate an alternative exploitation opportunity

In addition to the obligations set out in Article 17, communication and dissemination activities as well as infrastructure, equipment or major results funded under EIC actions must moreover display the following special logo:

European Innovation Council .

When implementing EIC Accelerator actions, the beneficiaries must moreover comply with the following additional obligations:

- investment component: the grant component depends on the approval of the investment component by the EIC Fund.
- implementation, monitoring and reporting:
    - the grant and investment components of the action will be interlinked and managed and monitored together and in close coordination with the EIC Fund, in particular:
        - all information, data and documents (including the due diligence by the EIC Fund and the investment component documents) will be exchanged and may be relied on for the management of the grant component (if needed)
        - issues regarding either component may impact the other component (e.g. suspension or termination in the investment component may lead to

suspension or termination of the grant component, in compliance with Article 31.2.1 (c) and Article 32.3.1(m) of the Agreement

- reorientation: the parties (beneficiary or granting authority) may request an amendment (see Article 39) to reorient the action (including its objectives or substantial changes affecting the objectives), if required by a change of circumstances and provided that the action remains eligible under the call for which it was selected and does not lose its relevance

- progress meetings and reviews:

  - there will be at least one intermediary progress meeting and a final progress meeting at the end of the action, before submission of the final report

  - the granting authority will be represented by the EIC Project Officers and may be assisted by EIC Programme Managers, other Commission representatives, EIC Fund representatives or independent outside experts; if independent outside experts are used as reviewers, the beneficiaries will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest

  - if a progress meeting confirms grounds for suspension or termination of the action, the notification of the meeting minutes (progress meeting conclusions) will serve as pre-information letter, with a reduced deadline for submitting observations (15 days after receiving the meeting minutes)

  - the final report will be assessed by independent outside reviewers (see Article 25.1.2).*]*

[OPTION for HE EIT KIC actions: **Specific rules for EIT KIC actions**

General principles

EIT KIC actions must contribute to the overall objectives of the EIT, strengthening sustainable innovation ecosystems across Europe. In addition:

- for KICs under Partnership Agreement:

  - EIT KIC actions must be implemented in accordance with the EIT KIC Partnership Agreement, in particular as regards the KIC Strategic Agenda, European added value and good governance, openness and transparency principles.

- In order to respect the KIC's lifecycle funding rate laid down in the EIT Strategic Innovation Agenda 2021-2027[53] and its long-term financial sustainability objectives, EIT KIC actions must also include additional activities that are not funded under the grant (non-EIT funded activities (NEFAs)).

  The non-EIT funded activities must:

  - be described in Annex 1 as part of the KIC business plan objectives and expected results
  - be implemented by a KIC partner as defined in Article 2(5) of the EIT Regulation[54]
  - contribute to the KIC's knowledge triangle integration
  - respect the principle of proportionality
  - contribute to the KIC's key performance indicators (KPIs), in line with the EIT Impact Framework
  - comply with principles of sound financial management and transparency
  - fulfil the reporting and data requirements of the granting authority in terms of content, impact and IT tools.

- for KICs under Memorandum of Cooperation:

  - EIT KIC actions must be implemented in accordance with the EIT KIC Memorandum of Cooperation, in particular as regards the rights and obligations linked to the continuation of the knowledge triangle activities, as well as the maintenance of the KIC's ecosystem and network, the conditions for the use of the EIT brand, the conditions for the participation in EIT competitive calls for some specific activities, and the conditions for additional support from the EIT for transnational coordination activities.

Specific rules on visibility

In addition to the obligations set out in Article 17, communication and dissemination activities as well as infrastructure, equipment or major results funded by the grant must moreover display:

- in EIT KIC actions for KICs under Partnership Agreement:

  the KIC special logo (in line with the EIT Community Brand Book):

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[53] Decision (EU) No 2021/820 of the European Parliament and of the Council of 20 May 2021 on the Strategic Agenda of the European Institute of Innovation and Technology (EIT) 2021-2027: Boosting the Innovation Talent and Capacity of Europe and repealing Decision No 1312/2013/EU (OJ L 189/3 of 28 May 2021, p.91).

[54] Regulation (EU) No 2021/819 of the European Parliament and of the Council of 20 May 2021 on the European Institute of Innovation and Technology (EIT) (recast) (OJ L 189/3 of 28 May 2021, p.61).



and the following text:

> "KIC [name] is supported by the European Institute of Innovation and Technology (EIT), a body of the European Union"

- in EIT KIC actions for KICs under Memorandum of Cooperation:

  the EIT logo (in line with the EIT Community Brand Book):



  and the following text:

> "This action is supported by the European Institute of Innovation and Technology (EIT), a body of the European Union".

- in EIT KIC actions which are cross-KIC activities:

  the special logo of the EIT Community (approved by the granting authority and in line with the EIT Community Brand Book):



  and the following text:

> "This action is supported by the European Institute of Innovation and Technology (EIT), a body of the European Union".

Specific rules for the implementation of financial support to third parties

When implementing financial support to third parties in EIT KIC actions for KICs under Partnership Agreement or EIT KIC actions which are cross-KIC activities, the beneficiaries must respect the following conditions:

- comply with the principles of transparency, non-discrimination, sound financial management and no conflict of interest (including having procedures agreed with the granting authority regarding links with recipients)

- launch open calls, or in exceptional and duly justified cases agreed with the granting authority (in view of the high degree of openness of KIC funding schemes provided for in the KIC Partnership Agreement):
    - calls directly addressed to the KIC partnership (only allowed if necessary for the implementation of the KIC Strategic Agenda)
    - direct awards without any call (only allowed for:
        - ongoing activities already selected and awarded by the beneficiary
        - education activities within the duration of the EIT Label awarded to the recipient of the financial support

      or
        - in other very exceptional, duly justified and documented cases for direct awards required for the implementation of the KIC Strategic Agenda)
- for open calls and calls addressed to the KIC partnership:
    - for the maximum amount of financial support for each recipient and the criteria for calculating it: specify the overall financial allocation and maximum amounts in the call document
    - for the types of activity that qualify for financial support: specify the list of activities in the call document (fixed and exhaustive)
    - for the categories of persons or entities that will be supported:
        - identify the categories of recipients which can apply for funding in the call document
    - for the selection procedure and criteria:
        - publish the open calls widely (including on the Funding & Tenders Portal, the EIT website and the beneficiaries' websites)
        - keep the calls open for at least two months (for calls addressed to the KIC partnership and for open calls for financial support which is equal or below EUR 60 000: at least one month)
        - inform recipients that apply of call updates (if any) and the outcome of the call (list of selected projects, amounts and names of selected recipients)
        - evaluate the proposals:
            - in accordance with the following pre-defined award criteria described in the call document: (a) Excellence, (b) Impact, (c) Quality and efficiency of the implementation and, if appropriate, (d) KIC portfolio strategic fit and compliance with the financial

sustainability principles and knowledge triangle integration and (e) EU dimension for multi-beneficiary projects (consortia with a pan-European character involving at least two independent entities from two different eligible countries)

- based on pre-fixed scoring grid that is announced in the call document, which includes pass thresholds for the individual award criteria

- with the assistance of normally at least three independent external experts (for calls addressed to the KIC partnership and for open calls for financial support which is equal or below EUR 60 000: at least one independent external expert)

- select the proposals on the basis of the evaluation result and the pass thresholds

- allow the granting authority (or independent experts appointed by it) to attend and observe the selection procedures (including full access to information and documentation related to the process, if requested)

- make available a complaints procedure for the recipients that applied

- provide the granting authority with the following:

  - at least 30 days before the expected date of publication: information on the call and its content

  - at the end of the evaluation: the evaluation report and the ranking list

- apply a stand-still period of 30 days (or less if agreed with the granting authority) before signing agreements with the selected recipients, in order to allow the granting authority to verify compliance with the procedural requirements

- for direct awards without any call:

  - for the maximum amount of financial support for each recipient and the criteria for calculating it: specify the overall financial allocation and maximum amounts in the invitation to submit a proposal

  - for the types of activity that qualify for financial support: specify the list of activities in the invitation to submit a proposal (fixed and exhaustive)

  - for the selection procedure and criteria:

    - evaluate the proposal:

      - in accordance with the following pre-defined award criteria described in the invitation to submit a proposal: (a) Excellence, (b) Impact, (c) Quality and efficiency of the implementation and, if

appropriate, (d) KIC portfolio strategic fit and compliance with the financial sustainability principles and knowledge triangle integration and (e) EU dimension for multi-beneficiary projects (consortia with a pan-European character involving at least two independent entities from two different eligible countries)

- based on pre-fixed scoring grid that is announced in the invitation which includes pass thresholds for the individual award criteria

- with the assistance of normally at least one independent external expert

- provide the granting authority with the following:

- at least 30 days before the expected date of launching the invitation: information on the invitation and its content

- at the end of the evaluation: the evaluation report

- apply a stand-still period of 30 days (or less if agreed with the granting authority) before signing the agreements with the directly awarded recipients in order to allow the granting authority to verify compliance with the procedural requirements)

- other conditions:

- in case of EIT funded KAVAs, ensure that the eligibility rules (Article 6) are transposed in agreements signed with recipients of support above EUR 60 000 and that financial control and audit mechanisms are in place

- in case of joint calls by the beneficiary with other EU funding bodies or entities implementing EU-funded programmes, ensure full application of the rules set out in this Agreement to the projects funded under the joint call — unless otherwise agreed with the granting authority

- for financial support of above 60 000 EUR : allow only entities that are established in countries eligible for Horizon Europe funding — unless otherwise approved by the granting authority

- ensure that the recipients comply with the IPR rules (Article 16) and the communication, dissemination and visibility rules (Article 17)

- ensure the following standards for the monitoring and reporting of recipients:

- systematic monitoring and review of the supported projects (e.g. staff management, procurement, financial management, quality control, distribution and provision of support to final recipients, etc.), in the format and timing specified by the granting authority

- effective and reliable monitoring and reporting of the supported projects (including information on indicators, EIT Impact Framework, progress towards financial sustainability, KIC partnership, legality and

regularity of the expenditure claimed, etc.), in the format and timing specified by the granting authority

- provisions for re-orienting or stopping underperforming projects (with regular 'go'/'no go' decision points, including a payment system linked to milestone achievements) and, for stopped activities, quarterly information of the granting authority

- a mechanism to evaluate high potential project outcomes and fast track them towards further investment and rapid development

- ensure the legality and regularity of the expenditure claimed

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

- provide the granting authority for each call/direct award with the following:

  - within 30 days following the end of selection:

    - a budget and funding overview

    - information on the proposals selected for funding, including data on participants and abstracts of the proposals, in the format specified by the granting authority

  - at the end of the financial support:

    - an updated budget and funding overview

    - information on the funded projects, including data on the participants and overview of the results, in the format specified by the granting authority.

When implementing financial support to third parties in EIT-KIC actions for KICs under Memorandum of Cooperation, the beneficiaries must respect the following conditions:

- comply with the principles of transparency, non-discrimination, sound financial management and no conflict of interest

- as a general rule, launch open calls on a competitive basis

- direct awards without any call are only allowed in exceptional and duly justified cases agreed with the granting authority, for:

  - ongoing activities already selected and awarded by the beneficiary

  - education activities within the duration of the EIT Label awarded to the recipient of the financial support or

  - in other very exceptional cases for direct awards required for the implementation of the KIC Strategic Agenda.

If the financial support is implemented through implementing partners, the beneficiaries must:

- ensure that the partners comply with the same rules, standards and procedures for implementing the financial support — unless otherwise agreed with the granting authority
- implement effective monitoring and oversight arrangements towards the partners, covering all aspects relating to the action
- ensure effective and reliable reporting by the partners, covering the activities implemented, information on indicators, as well as the legality and regularity of the expenditure claimed
- ensure that the partners provide that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the final recipients.*]*

[OPTION for HE JU actions: **Specific rules for JU actions**

JU actions must contribute to the long-term implementation of the JU partnership, including the JU Strategic Research and Innovation Agenda, the JU objectives and the exploitation of research and innovation results.

Moreover, when implementing JU actions, the members and contributing partners of the Joint Undertaking must fulfil their obligations regarding contributions to the Joint Undertaking:

- the description of the action in Annex 1 must include, for beneficiaries, affiliated entities, associated partners or other participants or third parties which are members or contributing partners, the estimated contributions to the action, i.e.:
    - in-kind contributions to operational activities ('IKOP'; if applicable)
    - in-kind contributions to additional activities linked to the action ('IKAA'; if applicable)
    - financial contributions ('FC'; if applicable)
- the in-kind contributions to operational activities and financial contributions must be reported during the implementation of the action in the Portal Continuous Reporting tool
- at the end of the action, the members and contributing partners that have not received funding under the grant must ensure that financial and in-kind contributions to operational activities of EUR 430 000 or more (see Article 21) are supported by statements of contributions (CS) and certificates on the statements of contributions (CCS) which fulfil the following conditions:
    - be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC (or for public bodies: by a competent independent public officer)

- the verification must be carried out according to the highest professional standards to ensure that the statements of contributions comply with the provisions under the Agreement and the applicable JU Regulation, that the contributions cover activities that are part of the action and that they have not been reimbursed by the grant

- contributions must comply with the following conditions:

  - costs covered by financial contributions cannot be claimed for reimbursement under the JU grant

  - for Clean Aviation JU, SNS JU, Europe's Rail JU, CBE JU grants: if provided in the call conditions, a certain percentage of the total costs of the action must be covered by contributions (IKOP, IKAA or FC)

  - for IHI JU grants: at least 45% (or another amount set out in the call conditions) of the total costs of the action and of the related IKAA must be covered by contributions (IKOP, IKAA or FC).

The beneficiaries must comply with the additional IPR, dissemination and exploitation obligations set out in the call conditions (Article 16 and Annex 5), in particular:

- for all JU grants: the granting authority right to object to transfers or licensing also applies to results generated by beneficiaries not having received funding under the grant

- for SESAR 3 JU and Clean Aviation JU grants: in view of the long innovation cycles:

  - the granting authority right to object to transfers or licensing (if any) can be exercised for up to 10 years after the end of the action (see Data Sheet, Point 1)

  - the beneficiaries must comply with their best effort obligation to exploit the results and any additional exploitation obligations imposed by the call conditions for up to 10 years after the end of the action (see Data Sheet, Point 1)

- for IHI JU and Global Health EDCTP3 JU grants (if applicable): the beneficiaries must ensure that the products and services that they develop based or partially based on the results of clinical studies undertaken as part of the grant are affordable, available and accessible to the public at fair and reasonable conditions.

In addition to the obligations set out in Article 17, communication and dissemination activities as well as infrastructure, equipment or major results funded under JU actions must moreover display the Joint Undertaking's special logo:























and the following text:

> "The project is supported by the [insert JU name] and its members *[OPTION for actions with national contribution top-ups:* (including top-up funding by [name of the national funding authority])*]*."

For Clean Aviation and SNS JU grants, where imposed by the call conditions, the beneficiaries must — before grant signature (or another date specified in the call conditions or agreed with the granting authority) — adhere to a written agreement based on the model set up by the Joint Undertaking, in order to ensure best possible coordination and a programmatic approach amongst all the JU funded actions to achieve the Programme's objectives.

The agreement will set a framework and cover areas where close cooperation and coordination is needed (e.g. sharing of information, management of outputs, common approaches towards standardisation, common communication and dissemination activities, links with regulatory and policy activities, contribution to the impact monitoring, access to results and background, etc.) and define the rules for this cooperation (e.g. dispute settlement mechanisms, confidentiality arrangements, indemnification, etc).

The agreement should be signed by the coordinators in the name of their consortia (or by all the beneficiaries where imposed by the call conditions) of all JU funded actions and in line with the accession modalities set out in the agreement, and thus create a partnership between all participants of closed and ongoing JU funded actions, including actions funded under the same or different calls.

For EuroHPC and Chips JU grants, the beneficiaries must respect the following conditions when implementing actions with national contribution top-ups from Participating States:

- the beneficiaries must ensure visibility of the national contributions (see below)
- the payment deadlines for prefinancing, interim or final payments are automatically suspended if a national funding authority is late with its payments to the Joint Undertaking for the national contribution top-up
- the European Anti-Fraud Office (OLAF), European Public Prosecutor's Office (EPPO), European Court of Auditors (ECA), the National Court of Auditors and other national authorities can exercise their control rights on the project implementation and costs declared, including for the national contribution top-up.

For SNS JU grants, where imposed by the call conditions for digital infrastructure projects, the beneficiaries must ensure that the network technologies and equipment (including software and services) funded by the action comply with the security requirements and assessments as reflected in the applicable EU, international and national law on cybersecurity and on data protection.

Moreover, where the call conditions impose wholesale access obligations, the beneficiaries must provide wholesale access to the digital infrastructure funded by the action, under fair and reasonable conditions, in a non-discriminatory manner and in accordance with the call conditions.

For Global Health EDCTP3 JU fellowship grants, the beneficiaries must respect the following conditions when implementing them through financial support to third parties:

- avoid any conflict of interest and comply with the principles of transparency, non-discrimination and sound financial management
- take all measures to implement the principles set out in the European Charter for Researchers and ensure that the researchers and all participants involved in the action are aware of them
- ensure that the researchers enjoy at the place of the implementation at least the same standards and working conditions as those applicable to local researchers holding a similar position

- ensure that the other direct contract or fixed-amount-fellowship agreement specifies:
    - the name of the supervisor(s) and/or mentor(s) for the research and training activities
    - the starting date and duration of the research and training activities
    - the monthly support for the researcher under this Agreement (in euro and, if relevant, in the currency in which the remuneration is paid)
    - the obligation of the researcher to work exclusively for the action, unless part-time has been approved and not to receive, for activities carried out in the frame of the action, other incomes than those received from the beneficiary or other entities mentioned in Annex 1)
    - the working pattern of the researcher
    - the arrangements related to the intellectual property rights (during implementation of the action and afterwards), in particular full access — on a royalty-free basis — for the researcher to background and results needed for their activities under the action
    - the obligation of the researcher to inform as soon as possible about events or circumstances likely to affect the implementation of the action or the compliance with requirements under the Agreement (see Article 19)
    - the obligation of the researcher to maintain confidentiality (see Article 13)
    - the obligation of the researcher to ensure the visibility of the EDCTP Association and EU funding in communications or publications and in applications for the protection of results (see Articles 17)
    - where set out in the call conditions, the obligation of the researcher to carry out a mandatory return period of 12 months
- assist the researchers in the administrative procedures related to the recruitment
- inform the researchers about:
    - the description, conditions, location and timetable for the implementation of the research and training activities
    - the rights and obligations toward the researchers under this Agreement
    - the obligation of the researchers to complete and submit — at the end of the research training activities — the evaluation questionnaire and — two years later — follow-up questionnaire provided by the granting authority
- ensure full access — on a royalty-free basis — for the researchers to background and results needed for their activities under the action
- ensure that the researchers do not have to bear any costs for the implementation of the action as described in Annex 1

- provide training, infrastructure and the necessary means for implementing the action (or ensure that such training and means are provided by other participants in the action)
- ensure that the researchers are adequately supervised and receive appropriate career guidance
- ensure that personalised career development plans are established, support their implementation and update in view of the needs of the researchers
- ensure an appropriate exposure to the non-academic sector (if applicable)
- respect the maximum limit for secondments set out in the call conditions (if applicable)
- respect the conditions for the outgoing and return phases set out in the call conditions (if any)
- ensure that the researchers are informed that they are 'Global Health EDCTP3 JU fellows'
- ensure that the researchers do not receive, for activities carried out in the frame of the action, other incomes than those received from the beneficiaries (or other entities mentioned in Annex 1)
- host the researchers at their premises (or at the premises of other participants in the action).]