



**EUROPEAN CLIMATE, INFRASTRUCTURE AND ENVIRONMENT
EXECUTIVE AGENCY (CINEA)**

CINEA.B – Sustainable networks and investments
Head of Department

GRANT AGREEMENT

Project 101122755 — 22-EU-TG-RE-AVIBUS-TELT-2

PREAMBLE

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

on the one part,

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

and

on the other part,

1. 'the coordinator':

TUNNEL EURALPIN LYON TURIN (TELT), PIC [REDACTED], established in BATIMENT LINKLAB 455 CHEMIN DE LA CASSINE, CHAMBERY 73000, France,

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

2. **RETE FERROVIARIA ITALIANA (RFI)**, PIC [REDACTED], established in PIAZZA DELLA CROCE ROSSA 1, ROMA 00161, Italy,

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

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

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

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

The Agreement is composed of:

Preamble

Terms and Conditions (including Data Sheet)

Annex 1 Description of the action¹

Annex 2 Estimated budget for the action

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

Annex 3 Accession forms (if applicable)²

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

Annex 4 Model for the financial statements

Annex 5 Specific rules (if applicable)

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

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

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

TERMS AND CONDITIONS

TABLE OF CONTENTS

GRANT AGREEMENT.....	1
PREAMBLE.....	1
TERMS AND CONDITIONS.....	3
DATASHEET.....	8
CHAPTER 1 GENERAL.....	13
ARTICLE 1 — SUBJECT OF THE AGREEMENT	13
ARTICLE 2 — DEFINITIONS.....	13
CHAPTER 2 ACTION.....	14
ARTICLE 3 — ACTION.....	14
ARTICLE 4 — DURATION AND STARTING DATE.....	14
CHAPTER 3 GRANT.....	14
ARTICLE 5 — GRANT.....	14
5.1 Form of grant.....	14
5.2 Maximum grant amount.....	15
5.3 Funding rate.....	15
5.4 Estimated budget, budget categories and forms of funding.....	15
5.5 Budget flexibility.....	15
ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS.....	16
6.1 General eligibility conditions.....	16
6.2 Specific eligibility conditions for each budget category.....	17
6.3 Ineligible costs and contributions.....	22
6.4 Consequences of non-compliance.....	23
CHAPTER 4 GRANT IMPLEMENTATION.....	23
SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS.....	23
ARTICLE 7 — BENEFICIARIES.....	23
ARTICLE 8 — AFFILIATED ENTITIES.....	25
ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION.....	25
9.1 Associated partners.....	25
9.2 Third parties giving in-kind contributions to the action.....	25
9.3 Subcontractors.....	25

9.4 Recipients of financial support to third parties.....	26
ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS.....	26
10.1 Non-EU participants.....	26
10.2 Participants which are international organisations.....	26
10.3 Pillar-assessed participants.....	27
SECTION 2 RULES FOR CARRYING OUT THE ACTION.....	29
ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION.....	29
11.1 Obligation to properly implement the action.....	29
11.2 Consequences of non-compliance.....	29
ARTICLE 12 — CONFLICT OF INTERESTS.....	29
12.1 Conflict of interests.....	29
12.2 Consequences of non-compliance.....	30
ARTICLE 13 — CONFIDENTIALITY AND SECURITY.....	30
13.1 Sensitive information.....	30
13.2 Classified information.....	31
13.3 Consequences of non-compliance.....	31
ARTICLE 14 — ETHICS AND VALUES.....	31
14.1 Ethics.....	31
14.2 Values.....	31
14.3 Consequences of non-compliance.....	31
ARTICLE 15 — DATA PROTECTION.....	32
15.1 Data processing by the granting authority.....	32
15.2 Data processing by the beneficiaries.....	32
15.3 Consequences of non-compliance.....	32
ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE.....	33
16.1 Background and access rights to background.....	33
16.2 Ownership of results.....	33
16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes.....	33
16.4 Specific rules on IPR, results and background.....	34
16.5 Consequences of non-compliance.....	34
ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY.....	34
17.1 Communication — Dissemination — Promoting the action.....	34
17.2 Visibility — European flag and funding statement.....	35
17.3 Quality of information — Disclaimer.....	35

17.4	Specific communication, dissemination and visibility rules.....	36
17.5	Consequences of non-compliance.....	36
ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION.....		36
18.1	Specific rules for carrying out the action.....	36
18.2	Consequences of non-compliance.....	36
SECTION 3 GRANT ADMINISTRATION.....		36
ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS.....		36
19.1	Information requests.....	36
19.2	Participant Register data updates.....	36
19.3	Information about events and circumstances which impact the action.....	36
19.4	Consequences of non-compliance.....	37
ARTICLE 20 — RECORD-KEEPING.....		37
20.1	Keeping records and supporting documents.....	37
20.2	Consequences of non-compliance.....	38
ARTICLE 21 — REPORTING.....		38
21.1	Continuous reporting.....	38
21.2	Periodic reporting: Technical reports and financial statements.....	38
21.3	Currency for financial statements and conversion into euros.....	39
21.4	Reporting language.....	40
21.5	Consequences of non-compliance.....	40
ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE.....		40
22.1	Payments and payment arrangements.....	40
22.2	Recoveries.....	40
22.3	Amounts due.....	41
22.4	Enforced recovery.....	46
22.5	Consequences of non-compliance.....	46
ARTICLE 23 — GUARANTEES.....		47
23.1	Prefinancing guarantee.....	47
23.2	Consequences of non-compliance.....	47
ARTICLE 24 — CERTIFICATES.....		47
24.1	Operational verification report (OVR).....	48
24.2	Certificate on the financial statements (CFS).....	48
24.3	Certificate on the compliance of usual cost accounting practices (CoMUC).....	48
24.4	Systems and process audit (SPA).....	49
24.5	Consequences of non-compliance.....	49

ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS.....	49
25.1 Granting authority checks, reviews and audits.....	49
25.2 European Commission checks, reviews and audits in grants of other granting authorities.....	50
25.3 Access to records for assessing simplified forms of funding.....	50
25.4 OLAF, EPPO and ECA audits and investigations.....	51
25.5 Consequences of checks, reviews, audits and investigations — Extension of results of reviews, audits or investigations.....	51
25.6 Consequences of non-compliance.....	52
ARTICLE 26 — IMPACT EVALUATIONS.....	52
26.1 Impact evaluation.....	53
26.2 Consequences of non-compliance.....	53
CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE.....	53
SECTION 1 REJECTIONS AND GRANT REDUCTION.....	53
ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS.....	53
27.1 Conditions.....	53
27.2 Procedure.....	53
27.3 Effects.....	53
ARTICLE 28 — GRANT REDUCTION.....	54
28.1 Conditions.....	54
28.2 Procedure.....	54
28.3 Effects.....	54
SECTION 2 SUSPENSION AND TERMINATION.....	54
ARTICLE 29 — PAYMENT DEADLINE SUSPENSION.....	54
29.1 Conditions.....	54
29.2 Procedure.....	55
ARTICLE 30 — PAYMENT SUSPENSION.....	55
30.1 Conditions.....	55
30.2 Procedure.....	56
ARTICLE 31 — GRANT AGREEMENT SUSPENSION.....	56
31.1 Consortium-requested GA suspension.....	56
31.2 EU-initiated GA suspension.....	57
ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION.....	58
32.1 Consortium-requested GA termination.....	58
32.2 Consortium-requested beneficiary termination.....	59
32.3 EU-initiated GA or beneficiary termination.....	60

SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS.....	63
ARTICLE 33 — DAMAGES.....	63
33.1 Liability of the granting authority.....	63
33.2 Liability of the beneficiaries.....	64
ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES.....	64
SECTION 4 FORCE MAJEURE.....	64
ARTICLE 35 — FORCE MAJEURE.....	64
CHAPTER 6 FINAL PROVISIONS.....	64
ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES.....	64
36.1 Forms and means of communication — Electronic management.....	64
36.2 Date of communication.....	65
36.3 Addresses for communication.....	65
ARTICLE 37 — INTERPRETATION OF THE AGREEMENT.....	65
ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES.....	66
ARTICLE 39 — AMENDMENTS.....	66
39.1 Conditions.....	66
39.2 Procedure.....	66
ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES.....	67
40.1 Accession of the beneficiaries mentioned in the Preamble.....	67
40.2 Addition of new beneficiaries.....	67
ARTICLE 41 — TRANSFER OF THE AGREEMENT.....	67
ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY.....	67
ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES.....	68
43.1 Applicable law.....	68
43.2 Dispute settlement.....	68
ARTICLE 44 — ENTRY INTO FORCE.....	68

DATA SHEET

1. General data

Project summary:

Project summary
<p>The project to upgrade the Avigliana-Bussoleno line (Turin-Modane historic line) includes the section of line between Bussoleno and Avigliana, excluding the railway stations, and is part of the pass line connecting Modane/Susa to the Turin railway node. The line has mixed passenger and freight traffic, double track and 3 kV DC electrification. In the framework of the implementation of the interventions on the priority corridors of the TEN-T network, and specifically the Mediterranean Corridor and the Lyon-Turin cross border link, the adaptation of this line is foreseen through a series of interventions or "project lots", each technically self-consistent, in order to modernise the access to the cross-border section between Italy and France. This project is promoted by TELT as Coordinator of the Project. Rete Ferroviaria Italiana RFI is partner/beneficiary of the Project and will be responsible for the implementation of Work Package 2. RFI will also perform all the technical activities as implementing body of WP 1; WP 3; WP 4; WP 5. The binational value of this intervention is demonstrated by the fact that it is supported by the two countries and is integrated in the treaties defining the mandate and the financing of the public promoter TELT. The lots and WPs presented in the current Project include: • WP 1: Lot 1 - Realisation of new technological installations for the management of the traffic on the Bussoleno - Avigliana section (Works) • WP 2: Lot 2 - Elimination of two-level crossings in the municipality of Borgone Susa (Works) • WP 3: Lot 3 - Adaptation to specifications for interoperability for persons with reduced mobility (TSI PMR) of the Sant'Ambrogio, Borgone and Bruzolo stops (Works); • WP 4: Lot 5 - Adaptation of the line power supply system through the construction of two new electrical substations in Avigliana and Borgone (Works); • WP 5: Lot 7 - Acoustic mitigation (Studies). • WP 6: Project Management and Coordination</p>

Keywords:

- access line, railway, lyon-turin base tunnel

Project number: 101122755

Project name: Lyon – Torino base tunnel access: Upgrading of the rail historic line Bussoleno – Avigliana

Project acronym: 22-EU-TG-RE-AVIBUS-TELT-2

Call: CEF-T-2022-COREGEN

Topic: CEF-T-2022-COREGEN-RAIL-WORKS

Type of action: CEF Infrastructure Projects

Granting authority: European Climate, Infrastructure and Environment Executive Agency

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

Project starting date: fixed date: 31 January 2023

Project end date: 30 December 2027

Project duration: 59 months

Consortium agreement: Yes

2. Participants

List of participants:

Nº	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
1	COO	TELT	TUNNEL EURALPIN LYON TURIN	FR	██████	81 000 000.00	40 500 000.00
2	BEN	RFI	RETE FERROVIARIA ITALIANA	IT	██████	8 000 000.00	4 000 000.00
Total						89 000 000.00	44 500 000.00

Coordinator:

- TUNNEL EURALPIN LYON TURIN (TELT)

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)
89 000 000.00	50, 70, 50	44 500 000.00	44 500 000.00

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

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

Cost eligibility options:

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

- Country restrictions for eligible costs
- Other ineligible costs

Budget flexibility: Yes (no flexibility cap)

4. Reporting, payments and recoveries

4.1 Continuous reporting (art 21)

Deliverables: see Funding & Tenders Portal Continuous Reporting tool

4.2 Periodic reporting and payments

Reporting and payment schedule (art 21, 22):

Reporting					Payments	
Reporting periods			Type	Deadline	Type	Deadline (time to pay)
RP No	Month from	Month to				
/					Initial prefinancing	30 days from entry into force/ financial guarantee (if required) – whichever is the latest
1	1	36	Periodic report	60 days after end of reporting period	Interim payment	90 days from receiving periodic report
2	37	59	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report

Prefinancing payments and guarantees:

Prefinancing payment		Prefinancing guarantee		
Type	Amount	Guarantee amount	Division per participant	
Prefinancing 1 (initial)	15 575 000.00	n/a	1 - TELT	n/a
			2 - RFI	n/a

Reporting and payment modalities (art 21, 22):

Mutual Insurance Mechanism (MIM): No

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

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

No-profit rule: Yes

Late payment interest: ECB + 3.5%

Bank account for payments:



Conversion into euros: Double conversion

Reporting language: Language of the Agreement

4.3 Certificates (art 24):

Certificates on the financial statements (CFS):

Conditions:

Schedule: interim/final payment, if threshold is reached

Standard threshold (beneficiary-level):

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

4.4 Recoveries (art 22)

First-line liability for recoveries:

Beneficiary termination: Beneficiary concerned

Final payment: Coordinator

After final payment: Beneficiary concerned

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

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

Joint and several liability of affiliated entities — n/a

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

Suspension and termination:

Additional suspension grounds (art 31)

Additional termination grounds (art 32)

Applicable law (art 43):

Standard applicable law regime: EU law + law of Belgium

Dispute settlement forum (art 43):

Standard dispute settlement forum:

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

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

6. Other

Specific rules (Annex 5): Yes

Standard time-limits after project end:

Confidentiality (for X years after final payment): 5

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

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

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

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

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

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

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

ARTICLE 2 — DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The grant is awarded for the action **101122755 — 22-EU-TG-RE-AVIBUS-TELT-2** ('action'), as described in Annex 1.

ARTICLE 4 — DURATION AND STARTING DATE

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

CHAPTER 3 GRANT

ARTICLE 5 — GRANT

5.1 Form of grant

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

⁶ OJ C 316, 27.11.1995, p. 48.

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

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

5.2 Maximum grant amount

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

5.3 Funding rate

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

Contributions are not subject to any funding rate.

5.4 Estimated budget, budget categories and forms of funding

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

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

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

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

5.5 Budget flexibility

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

However:

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

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

⁹ See Article 125 EU Financial Regulation 2018/1046.

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

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS

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

6.1 General eligibility conditions

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

(a) for actual costs:

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

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

- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
- (ii) the units must:
 - be actually used or produced by the beneficiary in the period set out in Article 4 (with the exception of units relating to the submission of the final periodic report, which may be used or produced afterwards; see Article 21)
 - be necessary for the implementation of the action and
- (iii) the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20)

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

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

6.2 Specific eligibility conditions for each budget category

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

Direct costs

A. Personnel costs

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

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

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

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

The daily rate must be calculated as:

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

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

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

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

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

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

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

and

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

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

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

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

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

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

B. Subcontracting costs

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

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

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

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

C. Purchase costs

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

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

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

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

C.1 Travel and subsistence

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

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

C.2 Equipment

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

'Capitalised costs' means:

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

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

C.3 Other goods, works and services

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

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

D. Other cost categories

D.1 Financial support to third parties

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

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

- (a) for grants (or similar):

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

D.2 Studies

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

D.3 Synergetic elements

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

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

D.4 Works in outermost regions

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

D.5 Land purchase

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

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

Indirect costs

E. Indirect costs

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

Contributions

Not applicable

6.3 Ineligible costs and contributions

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

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

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

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

6.4 Consequences of non-compliance

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

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

CHAPTER 4 GRANT IMPLEMENTATION

SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS

ARTICLE 7 — BENEFICIARIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 — AFFILIATED ENTITIES

Not applicable

ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

9.1 Associated partners

Not applicable

9.2 Third parties giving in-kind contributions to the action

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

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

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

9.3 Subcontractors

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

Subcontractors must implement their action tasks in accordance with Article 11. The costs for the

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.”

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

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

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

9.4 Recipients of financial support to third parties

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

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

ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

10.1 Non-EU participants

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

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

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

10.2 Participants which are international organisations

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

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

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

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

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

10.3 Pillar-assessed participants

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

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

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

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

and use the following specific rules, for:

- recoveries (Article 22): in case of financial support to third parties, there will be no recovery if the participant has done everything possible to retrieve the undue amounts from the third party

receiving the support (including legal proceedings) and non-recovery is not due to an error or negligence on its part

- checks, reviews, audits and investigations by the EU (Article 25): will be conducted taking into account the rules and procedures specifically agreed between them and the framework agreement (if any)
- impact evaluation (Article 26): will be conducted in accordance with the participant's internal rules and procedures and the framework agreement (if any)
- grant agreement suspension (Article 31): certain costs incurred during grant suspension are eligible (notably, minimum costs necessary for a possible resumption of the action and costs relating to contracts which were entered into before the pre-information letter was received and which could not reasonably be suspended, reallocated or terminated on legal grounds)
- grant agreement termination (Article 32): the final grant amount and final payment will be calculated taking into account also costs relating to contracts due for execution only after termination takes effect, if the contract was entered into before the pre-information letter was received and could not reasonably be terminated on legal grounds
- liability for damages (Article 33.2): the granting authority must be compensated for damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement only if the damage is due to an infringement of the participant's internal rules and procedures or due to a violation of third parties' rights by the participant or one of its employees or individual for whom the employees are responsible.

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

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

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

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

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

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

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

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

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

SECTION 2 RULES FOR CARRYING OUT THE ACTION

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

11.1 Obligation to properly implement the action

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

11.2 Consequences of non-compliance

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

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

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

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

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

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

12.2 Consequences of non-compliance

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

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

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

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

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

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

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

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

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

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

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

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party
- (b) the information becomes publicly available, without breaching any confidentiality obligation

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

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

13.2 Classified information

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

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

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

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

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

13.3 Consequences of non-compliance

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

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

ARTICLE 14 — ETHICS AND VALUES

14.1 Ethics

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

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

14.2 Values

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

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

14.3 Consequences of non-compliance

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

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

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

ARTICLE 15 — DATA PROTECTION

15.1 Data processing by the granting authority

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

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

15.2 Data processing by the beneficiaries

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

They must ensure that personal data is:

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

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

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

15.3 Consequences of non-compliance

¹⁵ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

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

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

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

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

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

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

16.4 Specific rules on IPR, results and background

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

16.5 Consequences of non-compliance

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

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

ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

17.1 Communication — Dissemination — Promoting the action

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

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

17.2 Visibility — European flag and funding statement

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



Funded by the
European Union



Co-funded by the
European Union



Funded by the
European Union



Co-funded by the
European Union

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

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

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

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

17.3 Quality of information — Disclaimer

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

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

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

17.4 Specific communication, dissemination and visibility rules

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

17.5 Consequences of non-compliance

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

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

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

18.1 Specific rules for carrying out the action

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

18.2 Consequences of non-compliance

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

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

SECTION 3 GRANT ADMINISTRATION

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

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

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

19.2 Participant Register data updates

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

19.3 Information about events and circumstances which impact the action

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

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

- (i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)
- (ii) linked action information: not applicable

(b) **circumstances** affecting:

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

19.4 Consequences of non-compliance

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

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

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

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

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

- (a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the beneficiaries' usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents
- (b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied
- (c) for the following simplified costs and contributions: the beneficiaries do not need to keep specific records on the actual costs incurred, but must keep:
 - (i) for unit costs and contributions (if any): adequate records and supporting documents to prove the number of units declared
 - (ii) for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as described in Annex 1
 - (iii) for financing not linked to costs (if any): adequate records and supporting documents

to prove the achievement of the results or the fulfilment of the conditions as described in Annex 1

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

Moreover, the following is needed for specific budget categories:

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

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

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

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

20.2 Consequences of non-compliance

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

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

ARTICLE 21 — REPORTING

21.1 Continuous reporting

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

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

21.2 Periodic reporting: Technical reports and financial statements

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

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

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

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

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

The financial part of the periodic report includes:

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

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

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

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

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

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

21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

Beneficiaries with general accounts established in a currency other than the euro must convert the

costs recorded in their accounts into euro, at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union* (ECB website), calculated over the corresponding reporting period.

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

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

21.4 Reporting language

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

21.5 Consequences of non-compliance

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

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

ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE

22.1 Payments and payment arrangements

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

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

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

The cost of payment transfers will be borne as follows:

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

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

22.2 Recoveries

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

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

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

In case of enforced recoveries (see Article 22.4):

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

22.3 Amounts due

22.3.1 Prefinancing payments

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

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

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

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

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

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

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

22.3.2 Amount due at beneficiary termination — Recovery

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 1 — Calculation of the total accepted EU contribution

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

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

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

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

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

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

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

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

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

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

22.3.3 Interim payments

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the interim payment ceiling

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the interim payment ceiling

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

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

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

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

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

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

Step 1 — Calculation of the total accepted EU contribution

The granting authority will first calculate the ‘accepted EU contribution’ for the action for all reporting periods, by calculating the ‘maximum EU contribution to costs’ (applying the funding rate to the total accepted costs of each beneficiary), taking into account requests for a lower contribution to costs, CFS

threshold cappings (if any; see Article 24.5) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

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

Step 2 — Limit to the maximum grant amount

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

Step 3 — Reduction due to the no-profit rule

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

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

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

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

$$\begin{aligned} & \{ \text{final grant amount} \\ & \text{minus} \\ & \{ \text{prefinancing and interim payments made (if any)} \} \}. \end{aligned}$$

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

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

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

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

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

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

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

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

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

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

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

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

Step 1 — Calculation of the revised total accepted EU contribution

Step 1 — Calculation of the revised total accepted EU contribution

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

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

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

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

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

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

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

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

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

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

22.4 Enforced recovery

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

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

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

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

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

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

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

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

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

22.5 Consequences of non-compliance

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

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

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

Late-payment interest 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.

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

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

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

ARTICLE 23 — GUARANTEES

23.1 Prefinancing guarantee

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

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

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

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

They will be released within the following month.

23.2 Consequences of non-compliance

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

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

ARTICLE 24 — CERTIFICATES

24.1 Operational verification report (OVR)

Not applicable

24.2 Certificate on the financial statements (CFS)

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

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

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

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

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

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

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

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

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

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

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

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

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

24.4 Systems and process audit (SPA)

Not applicable

24.5 Consequences of non-compliance

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

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

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

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

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

25.1.2 Project reviews

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

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

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

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

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

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

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

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

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

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

25.1.3 Audits

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

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

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

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

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

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

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

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

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

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

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

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

25.3 Access to records for assessing simplified forms of funding

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

25.4 OLAF, EPPO and ECA audits and investigations

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

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

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

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

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

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

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

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

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

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

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

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

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

25.5.2 Extension from other grants

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

- (a) the beneficiary concerned is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — within the time-limit for audits set out in the Data Sheet (see Point 6).

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

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

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

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

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

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

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

25.6 Consequences of non-compliance

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

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

ARTICLE 26 — IMPACT EVALUATIONS

26.1 Impact evaluation

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

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

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

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

26.2 Consequences of non-compliance

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

CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

SECTION 1 REJECTIONS AND GRANT REDUCTION

ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS

27.1 Conditions

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

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

Ineligible costs or contributions will be rejected.

27.2 Procedure

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

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

27.3 Effects

If the granting authority rejects costs or contributions, it will deduct them from the costs or

contributions declared and then calculate the amount due (and, if needed, make a recovery; see Article 22).

ARTICLE 28 — GRANT REDUCTION

28.1 Conditions

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

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

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

28.2 Procedure

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

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

28.3 Effects

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

SECTION 2 — SUSPENSION AND TERMINATION

ARTICLE 29 — PAYMENT DEADLINE SUSPENSION

29.1 Conditions

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

- (a) the required report (see Article 21) has not been submitted or is not complete or additional information is needed
- (b) there are doubts about the amount to be paid (e.g. ongoing audit extension procedure, queries about eligibility, need for a grant reduction, etc.) and additional checks, reviews, audits or investigations are necessary, or
- (c) there are other issues affecting the EU financial interests.

29.2 Procedure

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

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

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

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

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

ARTICLE 30 — PAYMENT SUSPENSION

30.1 Conditions

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

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

If payments are suspended for one or more beneficiaries, the granting authority will make partial

payment(s) for the part(s) not suspended. If suspension concerns the final payment, the payment (or recovery) of the remaining amount after suspension is lifted will be considered to be the payment that closes the action.

30.2 Procedure

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

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

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

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

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

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

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

ARTICLE 31 — GRANT AGREEMENT SUSPENSION

31.1 Consortium-requested GA suspension

31.1.1 Conditions and procedure

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

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

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

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

Once circumstances allow for implementation to resume, the coordinator must immediately request

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

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

31.2 EU-initiated GA suspension

31.2.1 Conditions

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

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

31.2.2 Procedure

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

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

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

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

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

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

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

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

ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION

32.1 Consortium-requested GA termination

32.1.1 Conditions and procedure

The beneficiaries may request the termination of the grant.

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

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

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

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

32.1.2 Effects

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

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

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

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

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

32.2 Consortium-requested beneficiary termination

32.2.1 Conditions and procedure

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

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

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

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

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

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

32.2.2 Effects

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

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

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

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

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

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

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

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

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

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

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

32.3 EU-initiated GA or beneficiary termination

32.3.1 Conditions

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

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40)
- (b) a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)
- (c) following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (d) implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (e) a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy

proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)

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

32.3.2 Procedure

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

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

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

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

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

32.3.3 Effects

(a) for **GA termination**:

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

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

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

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

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

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

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

(b) for **beneficiary termination**:

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

- (i) a **report on the distribution of payments** to the beneficiary concerned
- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial

statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3)

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

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

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

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

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

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

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

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

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

SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS

ARTICLE 33 — DAMAGES

33.1 Liability of the granting authority

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

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

33.2 Liability of the beneficiaries

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

The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

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

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

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

‘Force majeure’ means any situation or event that:

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

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

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

CHAPTER 6 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Forms and means of communication — Electronic management

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

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 1182/71²³, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

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

‘Days’ means calendar days, not working days.

ARTICLE 39 — AMENDMENTS

39.1 Conditions

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

Amendments may be requested by any of the parties.

39.2 Procedure

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

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

The request for amendment must include:

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

The granting authority may request additional information.

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

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

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

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

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



For the granting authority



ANNEX 1



Connecting Europe Facility (CEF)

Description of the action (DoA)

Part A

Part B

DESCRIPTION OF THE ACTION (PART A)

COVER PAGE

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

PROJECT	
<i>Grant Preparation (General Information screen) — Enter the info.</i>	
Project number:	101122755
Project name:	Lyon – Torino base tunnel access: Upgrading of the rail historic line Bussoleno – Avigliana
Project acronym:	22-EU-TG-RE-AVIBUS-TELT-2
Call:	CEF-T-2022-COREGEN
Topic:	CEF-T-2022-COREGEN-RAIL-WORKS
Type of action:	CEF-INFRA
Service:	CINEA/B/03
Project starting date:	fixed date: 31 January 2023
Project duration:	59 months



TABLE OF CONTENTS

Project summary	3
List of participants	3
List of work packages	4
Staff effort	10
List of deliverables	11
List of milestones (outputs/outcomes)	18
List of critical risks	20

PROJECT SUMMARY

<p>Project summary</p> <p><i>Grant Preparation (General Information screen) — Provide an overall description of your project (including context and overall objectives, planned activities and main achievements, and expected results and impacts (on target groups, change procedures, capacities, innovation etc)). This summary should give readers a clear idea of what your project is about.</i></p> <p><i>Use the project summary from your proposal.</i></p>
<p>The project to upgrade the Avigliana-Bussoleno line (Turin-Modane historic line) includes the section of line between Bussoleno and Avigliana, excluding the railway stations, and is part of the pass line connecting Modane/Susa to the Turin railway node. The line has mixed passenger and freight traffic, double track and 3 kV DC electrification.</p> <p>In the framework of the implementation of the interventions on the priority corridors of the TEN-T network, and specifically the Mediterranean Corridor and the Lyon-Turin cross border link, the adaptation of this line is foreseen through a series of interventions or “project lots”, each technically self-consistent, in order to modernise the access to the cross-border section between Italy and France. This project is promoted by TELT as Coordinator of the Project. Rete Ferroviaria Italiana RFI is partner/beneficiary of the Project and will be responsible for the implementation of Work Package 2. RFI will also perform all the technical activities as implementing body of WP 1; WP 3; WP 4; WP 5. The binational value of this intervention is demonstrated by the fact that it is supported by the two countries and is integrated in the treaties defining the mandate and the financing of the public promoter TELT.</p> <p>The lots and WPs presented in the current Project include:</p> <ul style="list-style-type: none"> • WP 1: Lot 1 - Realisation of new technological installations for the management of the traffic on the Bussoleno - Avigliana section (Works) • WP 2: Lot 2 - Elimination of two-level crossings in the municipality of Borgone Susa (Works) • WP 3: Lot 3 - Adaptation to specifications for interoperability for persons with reduced mobility (TSI PMR) of the Sant'Ambrogio, Borgone and Bruzolo stops (Works); • WP 4: Lot 5 - Adaptation of the line power supply system through the construction of two new electrical substations in Avigliana and Borgone (Works); • WP 5: Lot 7 - Acoustic mitigation (Studies). • WP 6: Project Management and Coordination

LIST OF PARTICIPANTS

<p>PARTICIPANTS</p> <p><i>Grant Preparation (Beneficiaries screen) — Enter the info.</i></p>					
Number	Role	Short name	Legal name	Country	PIC
1	COO	TELT	TUNNEL EURALPIN LYON TURIN	FR	
2	BEN	RFI	RETE FERROVIARIA ITALIANA	IT	

LIST OF WORK PACKAGES

Work packages						
<i>Grant Preparation (Work Packages screen) — Enter the info.</i>						
Work Package No	Work Package name	Lead Beneficiary	Effort (Person-Months)	Start Month	End Month	Deliverables
WP1	Lot 1 - Realisation of new technological installations for the management of the traffic on the Bussoleno - Avigliana section (Works)	1 - TELT	0.00	1	59	D1.1 – Detailed design package referring to application contract 1 D1.2 – Handing over of construction site areas referring to application contract 2 D1.3 – Detailed design package referring to superstructure and electric traction D1.4 – Handing over of construction site areas referring to superstructure and electric traction
WP2	Lot 2 - Elimination of two level crossings in the municipality of Borgone Susa (Works)	2 - RFI	0.00	10	59	D2.1 – Appointment of contractor D2.2 – Consignment of detailed design D2.3 – Handover of construction site areas
WP3	Adaptation to specifications for interoperability for persons with reduced mobility (TSI PMR) of the Sant'Ambrogio, Borgone and Bruzolo stops (Works)	1 - TELT	0.00	11	33	D3.1 – Opening of stations to the public
WP4	Lot 5: Adaptation of the line power supply system through the construction of two new electrical substations in Avigliana and Borgone (Works)	1 - TELT	0.00	2	59	D4.1 – Start of Services Conference D4.2 – Tender award D4.3 – Approval of detailed design
WP5	Lot 7 - Acoustic mitigation (Studies)	1 - TELT	0.00	15	48	D5.1 – Preliminary Works' Schedule D5.2 – Environmental screening study D5.3 – PFTE+ package
WP6	Project Management and Coordination	1 - TELT	0.00	1	59	D6.1 – Kick off meeting presentations D6.2 – Communication plan D6.3 – 1st Progress report

Work packages						
<i>Grant Preparation (Work Packages screen) — Enter the info.</i>						
Work Package No	Work Package name	Lead Beneficiary	Effort (Person-Months)	Start Month	End Month	Deliverables
						D6.4 – 2nd Progress report D6.5 – 3rd Progress report D6.6 – Final meeting presentations

Work package WP1 – Lot 1 - Realisation of new technological installations for the management of the traffic on the Bussoleno - Avigliana section (Works)

Work Package Number	WP1	Lead Beneficiary	1. TELT
Work Package Name	Lot 1 - Realisation of new technological installations for the management of the traffic on the Bussoleno - Avigliana section (Works)		
Start Month	1	End Month	59

Objectives
<p>The work in Lot 1 consists of technological improvements to the Bussoleno - Avigliana section. This WP concerns the creation of a new traffic management system with block sections of 900 m to allow for the distance of the trains to 4' with the realization of the Central Multistation Computer Apparatus (ACCM) of the Bussoleno - Avigliana section, preparatory to implementation of the ERTMS Level 2 system, all in compliance with the current Technical Specifications for Interoperability for the Command Control and Signalling subsystems. New communications (switches) are also envisaged between the rails at the new Bruzolo/S.Didero and Condove movement posts, which with subsequent interventions will be equipped with priority tracks with a 750-metre module. Finally, works on the electric tractions are foreseen for preparing the construction of the future priority tracks, renewing some components of the existing line and reducing the interferences with the communication system.</p>

Description
<p>This Work Package is divided in various Tasks, more precisely:</p> <ul style="list-style-type: none"> - Task 1.1 and Task 1.2: they include all the necessary activities for implementing the new technological system for the management of the traffic along the Bussoleno-Avigliana line. The realization of the new system is preparatory to the implementation of the ERTMS Level 2 (not included in this Project and completely financed by Italian funds). A new control system - Central Multistation Computer Apparatus (ACCM)- will be realized based on peripheral apparatus (so called PPM – Posto Centrale Multistazione) communicating with the central control room of Turin Lingotto. New buildings will be realized at Condove, Bruzolo San Didiero, Sant’Ambrogio, Borgone and they will host all the technological and electrical equipment, including all the safety and security systems. New telecommunication fiber cables will be installed along the line. Thanks to the realization of these Tasks the capacity of the line will be increased, all the conflicts will be promptly resolved, and all the communications will be timely, effective, capillary and controlled by the central room of Turin Lingotto. In addition, as mentioned, the new technologies will permit to reduce the length of the block sections, releasing capacity on the line, thanks to reduced distancing of the trains equal to 4’. - Task 1.3 and Task 1.4: they consist in the realization of new switches at Bruzolo/S.Didero and Condove that are preliminary interventions for the realization of the priority tracks with 750 meters module. In addition, as part of these Tasks works on the electrical traction will be realized. They are mainly devoted to realizing the electrification of the future priority tracks of S. Didiero and Condove, renewing part of the existing electrical infrastructure and removing the interferences with the new telecommunication system. <p>The final design for this Lot has been completed and all the approvals have been obtained so to start with the construction works. For Task 1.1 and Task 1.2 the detailed design and the realization will be entrusted through application contract (C.A.) referred to an existing framework agreement (A.Q.). The first one (detailed design) will start on 31st January 2023 (Task 1.1) and the second (realization) on September 2023 (Task 1.2). The interventions relating to the superstructure (new switches) and electric traction of Task 1.3. and Task 2.4 will be entrusted by Restricted/negotiated procedure by the RFI System of Qualification (OEPV) for awarding the contract (integrated contract).</p> <p>With the detailed design, a high level of design detail is provided in order to be able to start the work once it has been verified, as required by the Public Procurement Code.</p> <p>Internal, administrative and staff costs of beneficiary TELT are not covered by this Grant Agreement.</p>

Work package WP2 – Lot 2 - Elimination of two level crossings in the municipality of Borgone Susa (Works)

Work Package Number	WP2	Lead Beneficiary	2. RFI
Work Package Name	Lot 2 - Elimination of two level crossings in the municipality of Borgone Susa (Works)		

Start Month	10	End Month	59
--------------------	----	------------------	----

Objectives
The work in Lot 2 consists of eliminating two level crossings in the municipality of Borgone, at km 35+570 and km 36+540 on the Turin-Bardonecchia-Modane line. There are three new roads needed to replace the eliminated level crossings, mainly in the municipality of Borgone and also, but only partially, in the municipalities of Bruzolo and San Didero.

Description
<p>The first intervention, concerning the elimination of the level crossing at km 36+540 in Via Donatori di Sangue, involves the construction of an upgraded section of SP 203 (Via Mario Tacca) for about 700 metres and a final new section of about 900 metres that from SP 203 reaches the railway and then runs alongside it as far as the roundabout between Provincial Road SP204, Via Abegg and Via Pramolle.</p> <p>The second intervention, concerning the elimination of the level crossing at km 35+570 (at the Borgone bus stop), foresees a new road connecting via Guido Bobba, at the railway subway, to SP 203 (via Condove) passing behind the via Guido Bobba residential area; this project is about 300 metres long.</p> <p>In order to improve the accessibility of the railway stop, the paving of the SP 203 will also be improved (Via IV Novembre, from the pedestrian subway in front of the San Rocco chapel to Piazza Montabone in the centre of Borgone). Part of the Work Package is devoted to completing the urban location procedure and all the final opinions from other involved institutions through the “Conferenza dei Servizi” . The environmental and archaeological approvals have been already obtained; no specific additional revisions on the projects are expected, so we foresee the completion of the approval procedure by September 2024.</p> <p>This Work Package is divided in various Tasks, more precisely:</p> <p>Task 2.1 foresees the urban location process and the subsequent stages of adapting the project to the results of the Conferenza dei Servizi and the negotiation procedures aimed at launching the tender and assigning the lot to the winning contractor.</p> <p>Task 2.2 foresees the detailed design.</p> <p>Task 2.3 foresees the execution of the works to realize the project.</p> <p>Internal, administrative and staff costs of beneficiary TELT are not covered by this Grant Agreement.</p>

Work package WP3 – Adaptation to specifications for interoperability for persons with reduced mobility (TSI PMR) of the Sant'Ambrogio, Borgone and Bruzolo stops (Works)

Work Package Number	WP3	Lead Beneficiary	1. TELT
Work Package Name	Adaptation to specifications for interoperability for persons with reduced mobility (TSI PMR) of the Sant'Ambrogio, Borgone and Bruzolo stops (Works)		
Start Month	11	End Month	33

Objectives
<p>All the approvals to start with the construction works have been obtained.</p> <p>The final design and the detailed design of this Lot are completed. Task 3.1 provides for the construction of the work in compliance with the provisions of the detailed design approved by RFI.</p>

Description
<p>The work in Lot 3 consists of adapting the Sant'Ambrogio, Borgone and Bruzolo station to Reduced Mobility Interoperability Specifications (TSI PRM). The project envisages the following actions:</p> <ul style="list-style-type: none"> • Raising of the existing pavements to h=0.55m above rail level and extension of the same to obtain a useful length of 250m • Adaptation and upgrading of the existing subways • Construction of lifts • Creation of tactile paths and maps

- Renovation of signage, lighting, public information and renovation of existing flooring and finishes
 - Construction of new sections of pavement
- Demolition of the last section of the staircase ramp and construction of a new staircase is also foreseen.
- Internal, administrative and staff costs of beneficiary TELT are not covered by this Grant Agreement.

Work package WP4 – Lot 5: Adaptation of the line power supply system through the construction of two new electrical substations in Avigliana and Borgone (Works)

Work Package Number	WP4	Lead Beneficiary	1. TELT
Work Package Name	Lot 5: Adaptation of the line power supply system through the construction of two new electrical substations in Avigliana and Borgone (Works)		
Start Month	2	End Month	59

Objectives

The interventions of lot 5 consist of upgrading the power supply system of the line by building two new electrical substations at Avigliana and Borgone.

Description

Task 4.1 foresees the urban location process and the subsequent stages of adapting the project to the results of the Conferenza dei Servizi and the negotiation procedures aimed at launching the tender and assigning the lot to the winning contractor.

Task 4.2 foresees the detailed design.

Task 4.3 foresees the execution of the works to realize the project.

Internal, administrative and staff costs of beneficiary TELT are not covered by this Grant Agreement.

Work package WP5 – Lot 7 - Acoustic mitigation (Studies)

Work Package Number	WP5	Lead Beneficiary	1. TELT
Work Package Name	Lot 7 - Acoustic mitigation (Studies)		
Start Month	15	End Month	48

Objectives

WP 5 concerns the final design of the noise barriers on the Avigliana - Bussoleno section and has the following objectives

- the satisfaction of the needs of the community through the realisation of a design shared by the territory by means of round tables convened by the Government Commissioner (Task 1)
- the technical, functional, railway and architectural quality of the work;
- the sustainability and maintainability of the planned works.

Description

In order to implement this plan it is necessary to start a preliminary design (PFTE) (Task 5.1) including a campaign of various investigations aimed at verifying the compatibility of the project; in particular, the preliminary design will provide the necessary elements for the respect of hydrogeological, seismic and forestry constraints as well as other existing constraints, as well as the compatibility with pre-existing archaeological sites, the geological, geomorphological and hydrogeological compatibility of the work, the mapping of the route, the quality of soil and rock necessary to define the type of excavation as well as the various hydraulic interferences present.

Once the preliminary project has been completed, it is necessary to start the environmental authorisation process (Task 5.2) by requesting the opinion of environmental compatibility from the Piedmont Region in accordance

with the provisions of Legislative Decree 152/2006, composed by the “Parere del Consiglio Superiore dei Lavori Pubblici” (Opinion of the Superior Council of Public Works) and the “Conferenza dei servizi”(Public Inquiry). Finally, the Final Design (PFTE Plus) (studies) (Task 5.3) will be realized.

Internal, administrative and staff costs of beneficiary TELT are not covered by this Grant Agreement.

Work package WP6 – Project Management and Coordination

Work Package Number	WP6	Lead Beneficiary	I. TELT
Work Package Name	Project Management and Coordination		
Start Month	1	End Month	59

Objectives

The Work Package is dedicated to project management and coordination. The following activities will be carried over:

- Monitoring and controlling the project life cycle ensuring consistency with the gantt chart, budget and work package structure
- Ensuring compliance with the terms of the Grant Agreement, in terms of reporting, financial and technical control during the entire project life cycle
- Preparing the specific reports requested for the execution of the project and the payment claims according to the rules set by the Grant Agreement
- Disseminate the outcome of the project as required in the Grant Agreement provisions

Description

The Project is carried out by TELT SAS as coordinating Applicant. Internal, administrative and staff costs of beneficiary TELT are not covered by this Grant Agreement. WP6 does however include a budget for a support to project management and monitoring activities, that will be subcontracted by TELT.

T6.1 This task aims at coordinating the administrative and financial work required for the smooth management of the Project in order to ensure overall coherence of approach in line with the work plan and contractual obligations.

T6.2 This task will deliver a communication plan and the communication tools to support the communication activities.

STAFF EFFORT

Staff effort per participant							
<i>Grant Preparation (Work packages - Effort screen) — Enter the info.</i>							
Participant	WP1	WP2	WP3	WP4	WP5	WP6	Total Person-Months
Total Person-Months	0.00	0.00	0.00	0.00	0.00	0.00	0.00

LIST OF DELIVERABLES

Deliverables						
<i>Grant Preparation (Deliverables screen) — Enter the info.</i>						
<i>The labels used mean:</i>						
<i>Public — fully open (🚩 automatically posted online)</i>						
<i>Sensitive — limited under the conditions of the Grant Agreement</i>						
<i>EU classified — RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision 2015/444</i>						
Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D1.1	Detailed design package referring to application contract 1	WP1	1 - TELT	R — Document, report	SEN - Sensitive	9
D1.2	Handing over of construction site areas referring to application contract 2	WP1	1 - TELT	R — Document, report	SEN - Sensitive	12
D1.3	Detailed design package referring to superstructure and electric traction	WP1	1 - TELT	R — Document, report	SEN - Sensitive	23
D1.4	Handing over of construction site areas referring to superstructure and electric traction	WP1	1 - TELT	R — Document, report	SEN - Sensitive	26
D2.1	Appointment of contractor	WP2	1 - TELT	R — Document, report	SEN - Sensitive	25
D2.2	Consignment of detailed design	WP2	1 - TELT	R — Document, report	SEN - Sensitive	34
D2.3	Handover of construction site areas	WP2	1 - TELT	R — Document, report	SEN - Sensitive	37
D3.1	Opening of stations to the public	WP3	1 - TELT	R — Document, report	SEN - Sensitive	33
D4.1	Start of Services Conference	WP4	1 - TELT	R — Document, report	SEN - Sensitive	2
D4.2	Tender award	WP4	1 - TELT	R — Document, report	SEN - Sensitive	25
D4.3	Approval of detailed design	WP4	1 - TELT	R — Document, report	SEN - Sensitive	34

Deliverables						
<i>Grant Preparation (Deliverables screen) — Enter the info.</i>						
<i>The labels used mean:</i>						
<i>Public — fully open (🚩 automatically posted online)</i>						
<i>Sensitive — limited under the conditions of the Grant Agreement</i>						
<i>EU classified — RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision 2015/444</i>						
Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D5.1	Preliminary Works' Schedule	WP5	1 - TELT	R — Document, report	SEN - Sensitive	24
D5.2	Environmental screening study	WP5	1 - TELT	R — Document, report	SEN - Sensitive	26
D5.3	PFTE+ package	WP5	1 - TELT	R — Document, report	SEN - Sensitive	46
D6.1	Kick off meeting presentations	WP6	1 - TELT	R — Document, report	SEN - Sensitive	11
D6.2	Communication plan	WP6	1 - TELT	R — Document, report	SEN - Sensitive	12
D6.3	1st Progress report	WP6	1 - TELT	R — Document, report	SEN - Sensitive	14
D6.4	2nd Progress report	WP6	1 - TELT	R — Document, report	SEN - Sensitive	26
D6.5	3rd Progress report	WP6	1 - TELT	R — Document, report	SEN - Sensitive	44
D6.6	Final meeting presentations	WP6	1 - TELT	R — Document, report	SEN - Sensitive	59

Deliverable D1.1 – Detailed design package referring to application contract 1

Deliverable Number	D1.1	Lead Beneficiary	1. TELT
Deliverable Name	Detailed design package referring to application contract 1		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	9	Work Package No	WP1

Description
Contractor's detailed design drawings

Deliverable D1.2 – Handing over of construction site areas referring to application contract 2

Deliverable Number	D1.2	Lead Beneficiary	1. TELT
Deliverable Name	Handing over of construction site areas referring to application contract 2		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	12	Work Package No	WP1

Description
RFI hands over the site areas to the contractor to enable the work to be realised

Deliverable D1.3 – Detailed design package referring to superstructure and electric traction

Deliverable Number	D1.3	Lead Beneficiary	1. TELT
Deliverable Name	Detailed design package referring to superstructure and electric traction		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	23	Work Package No	WP1

Description
Contractor's detailed design drawings

Deliverable D1.4 – Handing over of construction site areas referring to superstructure and electric traction

Deliverable Number	D1.4	Lead Beneficiary	1. TELT
Deliverable Name	Handing over of construction site areas referring to superstructure and electric traction		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	26	Work Package No	WP1

Description
RFI hands over the site areas to the contractor to enable the work to be realised

Deliverable D2.1 – Appointment of contractor

Deliverable Number	D2.1	Lead Beneficiary	1. TELT
Deliverable Name	Appointment of contractor		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	25	Work Package No	WP2

Description
Document awarding the tender to the winning contractor

Deliverable D2.2 – Consignment of detailed design

Deliverable Number	D2.2	Lead Beneficiary	1. TELT
Deliverable Name	Consignment of detailed design		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	34	Work Package No	WP2

Description
Package of documents containing the contractor's executive plan

Deliverable D2.3 – Handover of construction site areas

Deliverable Number	D2.3	Lead Beneficiary	1. TELT
Deliverable Name	Handover of construction site areas		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	37	Work Package No	WP2

Description
RFI hands over construction site areas to contractor

Deliverable D3.1 – Opening of stations to the public

Deliverable Number	D3.1	Lead Beneficiary	1. TELT
Deliverable Name	Opening of stations to the public		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	33	Work Package No	WP3

Description
Commissioning of stations

Deliverable D4.1 – Start of Services Conference

Deliverable Number	D4.1	Lead Beneficiary	1. TELT
Deliverable Name	Start of Services Conference		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	2	Work Package No	WP4

Description
Start of Services Conference

Deliverable D4.2 – Tender award

Deliverable Number	D4.2	Lead Beneficiary	1. TELT
Deliverable Name	Tender award		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	25	Work Package No	WP4

Description
Appointment of contractor

Deliverable D4.3 – Approval of detailed design

Deliverable Number	D4.3	Lead Beneficiary	1. TELT
Deliverable Name	Approval of detailed design		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	34	Work Package No	WP4

Description
RFI approves the detailed design carried out by the contractor as established in the Public Procurement Code

Deliverable D5.1 – Preliminary Works' Schedule

Deliverable Number	D5.1	Lead Beneficiary	1. TELT
Deliverable Name	Preliminary Works' Schedule		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	24	Work Package No	WP5

Description
Construction Works' Schedule

Deliverable D5.2 – Environmental screening study

Deliverable Number	D5.2	Lead Beneficiary	1. TELT
Deliverable Name	Environmental screening study		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	26	Work Package No	WP5

Description
Environmental screening study

Deliverable D5.3 – PFTE+ package

Deliverable Number	D5.3	Lead Beneficiary	1. TELT
Deliverable Name	PFTE+ package		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	46	Work Package No	WP5

Description
PFTE package

Deliverable D6.1 – Kick off meeting presentations

Deliverable Number	D6.1	Lead Beneficiary	1. TELT
Deliverable Name	Kick off meeting presentations		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	11	Work Package No	WP6

Description
Kick off meeting presentations and Dissemination of documents used during the event

Deliverable D6.2 – Communication plan

Deliverable Number	D6.2	Lead Beneficiary	1. TELT
Deliverable Name	Communication plan		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	12	Work Package No	WP6

Description
Preparation of the Communication plan

Deliverable D6.3 – 1st Progress report

Deliverable Number	D6.3	Lead Beneficiary	I. TELT
Deliverable Name	1st Progress report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	14	Work Package No	WP6

Description
Preparation of the 1st Progress report

Deliverable D6.4 – 2nd Progress report

Deliverable Number	D6.4	Lead Beneficiary	I. TELT
Deliverable Name	2nd Progress report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	26	Work Package No	WP6

Description
Preparation of the 2nd Progress report

Deliverable D6.5 – 3rd Progress report

Deliverable Number	D6.5	Lead Beneficiary	I. TELT
Deliverable Name	3rd Progress report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	44	Work Package No	WP6

Description
Preparatino of the 3rd Progress report

Deliverable D6.6 – Final meeting presentations

Deliverable Number	D6.6	Lead Beneficiary	I. TELT
Deliverable Name	Final meeting presentations		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	59	Work Package No	WP6

Description
Final meeting presentations

LIST OF MILESTONES

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
1	Application contract n.1: Start of detailed design	WP1	1-TELT	Letter to RFI	1
2	Application contract n.1: Approval of detailed design	WP1	1-TELT	Approval from RFI	11
3	Application contract n.2: Delivery of works	WP1	1-TELT	Work handover document	11
4	Application contract n.2: Completion of the works	WP1	1-TELT	Verbale di ultimazione lavori	59
5	Start of detailed design for the interventions relating to the superstructure and electric traction	WP1	1-TELT	Verbale di consegna prestazioni	13
6	Approval of detailed design for the interventions relating to the superstructure and electric traction	WP1	1-TELT	Approval from RFI	25
7	Delivery of works for the interventions relating to the superstructure and electric traction.	WP1	1-TELT	Work handover document	26
8	Completion of project's activities	WP1	1-TELT	Note by the Project Coordinator	59
9	Start of the Conferenza dei Servizi of WP2	WP2	2-RFI	Letter to RFI	10
10	Award of contract of WP2	WP2	2-RFI	Aword Letter	25
11	Start of detailed design of WP2	WP2	2-RFI	Work handover document	25
12	Conclusion of detailed design of WP2	WP2	2-RFI	Letter to RFI	36
13	Start of construction works of WP2	WP2	2-RFI	Work handover document	37

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
14	Elimination of level crossings	WP2	2-RFI	Letter to RFI Modified line dossier	59
15	Delivery of works	WP3	1-TELT	RFI Communication to Contractor	11
16	RFI Communication to Contractor	WP3	1-TELT	End of works	33
17	Start of the Conferenza dei Servizi of WP4	WP4	1-TELT	Letter to RFI	2
18	Award of contract of WP4	WP4	1-TELT	Award Letter	25
19	Start of detailed design of WP4	WP4	1-TELT	Work handover document	25
20	Conclusion of detailed design of WP4	WP4	1-TELT	Letter to RFI	34
21	Start of construction works of WP4	WP4	1-TELT	Work handover document	35
22	Activation of the electrical substation	WP4	1-TELT	Modified line dossier	59
23	Start of the PFTE	WP5	1-TELT	Minutes of the launch meeting	15
24	Delivery of PFTE to RFI	WP5	1-TELT	Letter to RFI	25
25	Delivery of PFTE to Consiglio superior dei lavori pubblici	WP5	1-TELT	Letter to CSLP	26
26	Pronouncement regarding Conferenza dei Servizi	WP5	1-TELT	Determina conclusiva of CdS	38
27	Start of realization of PFTE+	WP5	1-TELT	Letter to RFI	34
28	Technical approval of PFTE+	WP5	1-TELT	RFI Technical PFTE+ approval	48
29	Kick off Meeting	WP6	1-TELT	Minutes of Kick-off Meeting	1
30	Communication Plan	WP6	1-TELT	Communication plan drafted	12
31	1st Mid-term consortium meeting	WP6	1-TELT	Minutes of the mid-term internal meeting	18
32	2nd Mid-term consortium meeting	WP6	1-TELT	Minutes of the mid-term internal meeting	30

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
33	3rd Mid-term consortium meeting	WP6	1-TELT	Minutes of the mid-term internal meeting	42
34	Final Consortium meeting	WP6	1-TELT	Minutes of the final internal meeting	59
35	Final Event	WP6	1-TELT	Attendance list and presentation made available	59

LIST OF CRITICAL RISKS

Critical risks & risk management strategy			
<i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
1	Time-frame of the authorisation process Impact: medium Likelihood: medium	WP4, WP2	Government Commissioner intervention
2	Project realization delay due to Covid pandemic Impact: high Likelihood: medium	WP3	Adaptation to the design activities' GANTT
3	Critical aspects in the sharing of the project solution given the strong impact on the territory. Impact: medium Likelihood: low	WP5	Mediation by the Government Commissioner
4	Delays in the achievement of the milestones and deliverables Impact: low Likelihood: low	WP1, WP6, WP5, WP2, WP3, WP4	The staff and professionals will implement immediate measures to reorganise work that compensates for the delays.
5	Delays in the communication activities Impact: low Likelihood: low	WP6	The staff and professionals will implement immediate measures to reorganise work that compensates for the delays.

Critical risks & risk management strategy			
<i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
6	Accidents occurred during the construction works Impact: high Likelihood: low	WP1, WP2, WP3, WP4	Monitoring by the Sole Responsible of the Works to ensure the compliance with the Safety and Coordination plan. 8Continuous updating of the Safety and Coordination plan. Costs for safety and security determined by the Safety and Coordination Plan can't be discounted during the tendering process. Coordinate with Administration and Personnel to implement inspections and enforcing the respect of the relevant law on safety by the contractors and suppliers.
7	Delays in the supply of raw materials Impact: medium Likelihood: medium	WP1, WP2, WP3, WP4	Adaptation and reschedule of the Gantt in order to take into consideration eventual delays in supply of raw materials.
8	Adverse weather events causing interruptions of the works Impact: low Likelihood: medium	WP1, WP2, WP3, WP4	Adaptation and reschedule of the Gantt in order to take into consideration adverse weather events causing the interruption of the works.
9	Failure to comply with the terms of the contract by the contractors	WP1, WP5, WP2, WP3, WP4	Possibility of termination of the contract for non-fulfilment or failure of the contractor in the execution of the contractual terms (the timetable for each task is calculated taking into account any risk of delay).



ANNEX 1



Connecting Europe Facility (CEF)

Description of the Action:

22-EU-TG-RE-AVIBUS-TELT-2

Project n. 101122755

Part B



Project description, scope and objectives

Describe the project scope, main goals and objectives, as well as the technical data.

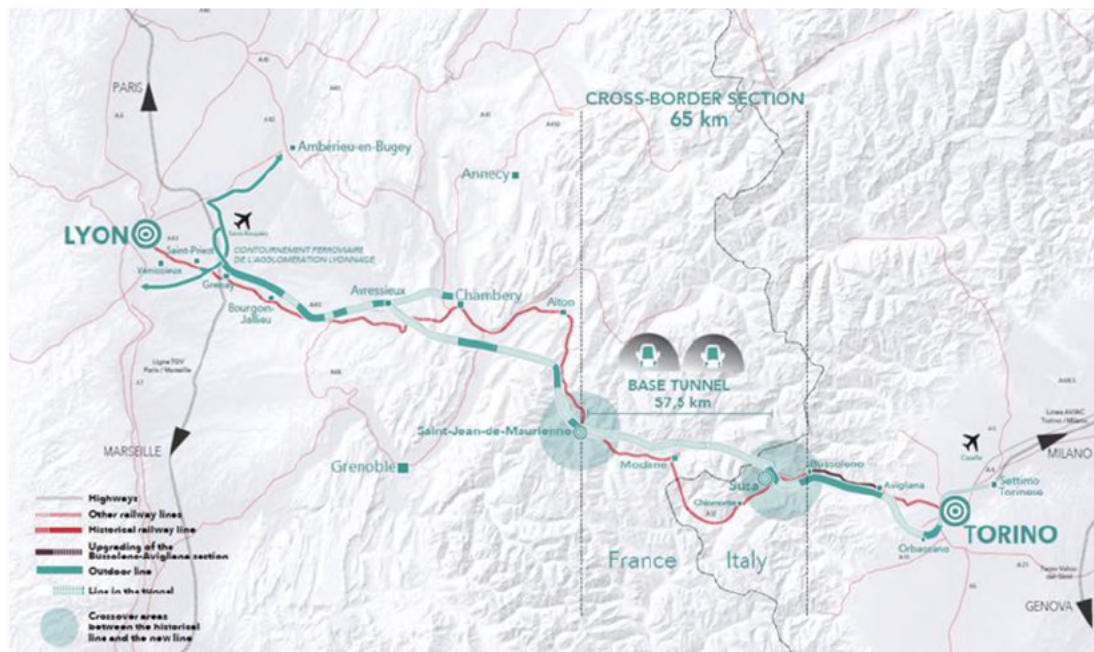
Please use the following structure:

- Overall objective
- General description and context — describe the context, including political priorities and if the project is part of a bigger project ('global project', including projects of common interest)
- Location — mention where on the network/corridors the project will be implemented
- Justification — describe the current situation and needs analysis
- Specific objectives — list and link them to the work packages used in section 6
- Expected outcomes and results — include facts and statistics (for instance, quantitative information expressed in km, MVA, Bcm/y, kV, bar, etc.).

1. General description and Context

Lyon railway section is an essential part of the Mediterranean TEN-T Core Network Corridor, one of the 9 railway axes belonging to the European TEN-T network.

The line between France and Italy represents the central ring of a railway that will connect Algeciras, Spain, Budapest, Hungary, serving 18% of the European population and 17% of the EU's GDP. An axis that unites East and West of the continent, crossing 7 of the 9 European Corridors financed by the EU.



Layout of the New Turin-Lyon Line

The Corridor has a length of about 3,000 km and was created to promote economic exchanges and strengthen the competitiveness of the countries of Mediterranean Europe, through a railway network at the same time of high speed and high freight / passenger capacity, which also crosses the major ports, maritime and river, large cities, and airports.

The New Turin-Lyon Line (NLT) is divided into three sections: a French national section from Lyon to Saint-Jean-de-Maurienne, entrusted to Réseau Ferré de France (RFF now SNCF Réseau), a cross-border section of the Moncenis pass from Saint-Jean-de-Maurienne to Bussoleno under the responsibility of Tunnel EurAlpin Lyon Turin SAS (TELT) and the Italian national section, under the responsibility of Rete Ferroviaria Italiana (RFI), which continues from Bussoleno to the junction with the HS/HC TO-MI line near Settimo Torinese.

The base tunnel, as part of the cross-border section, is currently at an advanced state of construction with co-financing from Italy, France, and Europe. In particular, the European Commission is funding the

realization of the cross-border tunnel (Mont Cenis Base Tunnel) through the TEN-T and CEF funding programmes (ongoing Action "2014-EU-TM-0401-M-Cross Border Section of the New Turin-Lyon Rail Link Mont Cenis Base Tunnel (TBM)". The present project, aimed at improving the technical characteristics of the Bussoleno-Avigliana section, represents a fundamental complementary investment needed in the light of the future opening of the new base tunnel, scheduled by the end of 2029.

The route of the Italian section is also divided into three parts that correspond at subsequent phases. The first concerns the upgrading of the historic line from Bussoleno to Avigliana and the new alternative line in correspondence of the morainic hill between Avigliana and Orbassano station; the second, the new line from the Orbassano terminal to the HS/HC TO-MI line near Settimo Torinese; the third, the new connection tunnel from Avigliana to Bussoleno, with connection to the base tunnel.

The design studies of the Avigliana-Bussoleno section were recently financed by the Connecting Europe Facility, through the project 21-IT-TG-PFD-AviO.

The Applicant and implementing body of the realization of the technical activities included in the current project is Rete Ferroviaria Italiana (RFI), the Italian Railway Infrastructure Manager which is part of the Ferrovie dello Stato Italiane Group, while the Applicant/Coordinator of the CEF Project is TELT, the public promoter of the construction of the international section of the new railway line between Lyon and Turin.

The roles and obligations of TELT and RFI are regulated by the Agreement signed on June 18th 2018 (Annex 6).



Layout of the New access line to the Turin-Lyon Line and the Bussoleno-Avigliana section

The upgrade of the Bussoleno-Avigliana section to modern standards requires the realization of the following works (lots) and part of them are included in the present project, while the remaining ones will be realized by RFI outside the scope of this application:

- Lot 1: Realisation of new technological installations for the management of the traffic on the Bussoleno - Avigliana section (Work Package 1).
- Lot 2: Elimination of two level crossings at Borgone Susa (Work Package 2).
- Lot 3: Implementation of the Technical Specifications for Interoperability for Persons with Reduced Mobility PRM in the stations of Sant'Ambrogio, Borgone and Bruzolo (Work Package 3).
- Lot 4: Construction of 2 priority tracks with 750 m module in Condove and Bruzolo (preparatory works on the switches are included in Work Package 1).
- Lot 5: Adaptation of the line power supply system through the construction of two new electrical substations in Avigliana and Borgone (Work Package 4).
- Lot 6: Demolition of 281 piles of the primary electric line 66 kV
- Lot 7: Acoustic mitigation (Work Package 5).

As mentioned, this project is promoted by TELT and Rete Ferroviaria Italiana RFI, who will perform all the technical activities and will be responsible for the implementation of one Work Package (WP2). TELT will subcontract the rest of the WPs to RFI thanks to a specific Agreement signed in 2018. The co-financing of the project with national sources is secured. The Italian Government, within the budget law of 2023 (Law 197/2022 of the 29th of December 2022), allocated financial resources for the construction of the third lot

of the base tunnel. In addition this Law allocated 300 million for the period 2024-2029 for co-financing the upgrade of the by-pass of Turin and of the Bussoleno-Avigliana section providing the necessary funds to cover the overall financing need for completing the works. These sources will be included in the Programming Contract between RFI and the Italian Ministry of Transport and Infrastructure.

RFI in all its projects applies the Envision protocol which is a functional tool to guide projects in compliance with high quality standards and in a sustainable way. Its strategic approach allows to integrate the planned interventions for the stations to the environmental, historical and social context of reference, in order to best meet the needs of an increasing number of people passing through the stations and living their in the urban areas. The Envision sustainability protocol is applied to the stations of the future, destined to become hubs of integrated mobility to respond to the dual function of transport node and attraction pole, in osmosis with the urban context.

2. Specific objectives and expected results

The present project concerns the upgrading of the section of the line between Avigliana and Bussoleno implemented via a series of interventions, "project lots", each technically self-consistent. These lots, included in 5 technical WPs of the present project application, financed by the proposing company TELT, as part of the co-financing established in the binational treaty. Internal, administrative and staff costs of beneficiary TELT are not covered by this Grant Agreement. The 5 lots are the following.

Work package 1 - Lot 1: Realisation of new technological installations for the management of the traffic on the Bussoleno - Avigliana section

Partner involved: TELT

Duration: 60

Objectives: This Work Package aims at implementing all the investments that are necessary for improving the rail traffic management between Avigliana and Bussoleno in the light of the future opening of the base tunnel. According to the demand analysis, for the Bussoleno-Avigliana section, the target operating model at the time of the opening of the base tunnel is sustainable with a good stability under the condition of the improvement of the distancing system to allow time distances of 5' between trains or less. For this reason, for this section, in which 282 trains per day are foreseen after the opening of the base tunnel, the works of this WP on the traffic management system have been planned. In fact, the intervention concerns the creation of a new traffic management system with block sections of 900 m to allow for the distance of the trains to 4' with the realization of the Central Multistation Computer Apparatus (ACCM) of the Bussoleno - Avigliana section, preparatory to implementation of the ERTMS Level 2 system, all in compliance with the current TSIs Technical Specifications for Interoperability for the CCS Command Control and Signalling subsystems. New communications (switches) are also envisaged between the rails at the new Bruzolo/S.Didero and Condove movement posts, which with subsequent interventions will be equipped with priority tracks with a 750-metre module. Finally, works on the electric tractions are foreseen for preparing the construction of the future priority tracks, renewing some components of the existing line and reducing the interferences with the communication system. More precisely this Work Package consists of two main components:

- Task 1.1 and Task 1.2: They include all the necessary activities for implementing the new technological system for the management of the traffic along the Bussoleno-Avigliana line. The realization of the new system is preparatory to the implementation of the ERTMS Level 2 (not included in this Application and completely financed).

A new control system - Central Multistation Computer Apparatus (ACCM)- will be realized based on peripheral apparatus (so called PPM – Posto Centrale Multistazione) communicating with the central control room of Turin Lingotto. New buildings will be realized at Condove, Bruzolo San Didiero, Sant'Ambrogio, Borgone and they will host all the technological and electrical equipment, including all the safety and security systems. New telecommunication fiber cables will be installed along the line.

Thanks to the realization of these Tasks the capacity of the line will be increased, all the conflicts will be promptly resolved, and all the communications will be timely, effective, capillary and controlled by the central room of Turin Lingotto.

In addition, as mentioned, the new technologies will permit to reduce the length of the block sections, releasing capacity on the line, thanks to reduced distancing of the trains equal to 4'.

All the approvals to start with the construction works have been obtained and both tasks will be realized by the same external contractor under a unique Framework Agreement.

- Task 1.3 and Task 1.4: They consist of the realization of new switches (in red in the image below) at Bruzolo/S.Didero and Condove that are preliminary interventions for the realization of the priority tracks with 750 meters module. In addition, as part of these Tasks works on the electrical traction will be realized. They are mainly devoted to realizing the electrification of the future priority tracks of S. Didiero and Condove, renewing part of the existing electrical infrastructure and removing the interferences with the new telecommunication system.

The interventions relating to the superstructure (switches) and electric traction will be entrusted by Restricted/negotiated procedure by the RFI System of Qualification (OEPV).

In this Work Package the following innovative and technological installations will be deployed:

- Retrofitting of electrical traction systems to the most modern standards to minimize leakage.
- the adoption of the 60UNI type armament package on C.A.P. type RFI 240 sleepers is planned. The materials to be used will comply with the RFI Guidelines and Specifications
- The exchanges planned in the project are of an innovative type: switches of type S60U/400/0.074 will be used with a wheelbase of m 3.555 that guarantee a high radius of curvature and higher maximum speeds.



Tasks: 1.1 Application contract n.1: detailed design ; 1.2-Application contract n.2: Execution of works;1.3 Detailed design for the interventions relating to the superstructure and electric traction; 1.4 Execution of works

Work package 2 - Lot 2: Elimination of two-level crossings in the municipality of Borgone Susa (works)

Partner involved: RFI

Duration:51 months

Objectives: This project concerns the interventions to be effected resulting from the need to remove the level crossings at km 35+570 and km 36+540 on the Turin-Bardonecchia-Modane line in the municipality of Borgone. There are three new roads needed to replace the eliminated level crossings, mainly in the municipality of Borgone and also, but only partially, in the municipalities of Bruzolo and San Didiero.

The first intervention, concerning the elimination of the level crossing at km 36+540 in Via Donatori di Sanguie, involves the construction of an upgraded section of SP 203 (Via Mario Tacca) for about 700 metres and a final new section of about 900 metres that from SP 203 reaches the railway and then runs alongside it as far as the roundabout between Provincial Road SP204, Via Abegg and Via Pramolle.



This existing level crossing is located nearby an industrial area. The removal of this transport solution will result in additional traffic on the existing roads. New alternative roads were conceived and planned to avoid the passage of cargo traffic from the existing inhabited areas of this territory.

Work Package 2 – Specifications

The second intervention, concerning the elimination of the level crossing at km 35+570 (at the Borgone bus stop), foresees a new road connecting via Guido Bobba, at the railway subway, to SP 203 (via Condove) passing behind the via Guido Bobba residential area; this project is about 300 meters long.

In order to improve the accessibility of the railway stop, the paving of the SP 203 will also be improved (Via IV Novembre, from the pedestrian subway in front of the San Rocco chapel to Piazza Montabone in the center of Borgone).



This existing level crossing is located at the center of the city of Borgone. The removal of this transport solution will result in additional traffic on the closest underpass. The new alternative road was conceived and planned to move away the traffic from the city center of Borgone.

Work Package 2 – Specifications

Part of the Work Package is devoted to complete the urban location procedure and all the final opinions from other involved institutions through the "Conferenza dei Servizi"¹. The environmental and archaeological approvals have been already obtained; no specific additional revisions on the projects are expected, so we foresee the completion of the approval procedure by September 2024.

The construction of the three roads that will substitute the two-level crossing will follow the most advanced criteria and utilize advanced materials and components, in order to guarantee an high-end resilient infrastructure.

Tasks: 2.1 Authorization process (studies), 2.2 Detailed design (studies), 2.3 Realization of construction works (works)

Work package 3 - Lot 3: Adaptation to specifications for interoperability for persons with reduced mobility (TSI PMR) of the Sant'Ambrogio, Borgone and Bruzolo stops (works)

Partner involved: TELT

Duration: 20 months

Objectives: Lot 3 concerns the need to adapt the Bruzolo di Susa stop (on the railway line at km 38+578 on the historic line), the Borgone stop (on the railway line at km 35+729 on the historic line) and the S. Ambrogio stop (on the railway line at km 25+359 on the historic line) to the Technical Specifications for Interoperability (TSI). In particular, the project envisages

- Raising of the existing pavements to h=0.55m above rail level and extension of the same to obtain a useful length of 250m
- Adaptation and upgrading of the existing subways
- Construction of lifts
- Creation of tactile paths and maps
- Renovation of signage, lighting, public information and renovation of existing flooring and finishes
- Construction of new sections of pavement
- Demolition of the last section of the staircase ramp and construction of a new staircase is also foreseen.
- All the approvals to start with the construction works have been obtained.

This lot foresees the adaptation to the high technical specifications of interoperability PRM (Persons with reduced mobility) and requirements on the platforms (STI INFRA) of the stops of Bruzolo di Susa, of Borgone and S. Ambrogio. The interventions consist in raising the existing pavements to h=0.55m and extending them to a useful length of 250m. In the adaptation of existing underpasses and vertical gluing with tactile paths, including signage and the re-paving of existing finishes; in the extension of subways for the insertion of new lifts, in the creation of new roofing sections according to the existing geometry and materials etc. These elements will ensure the interoperability in the infrastructure, resulting in an accessible environment for persons with reduced mobility.

Tasks: 3.1 Realization of construction works (works)

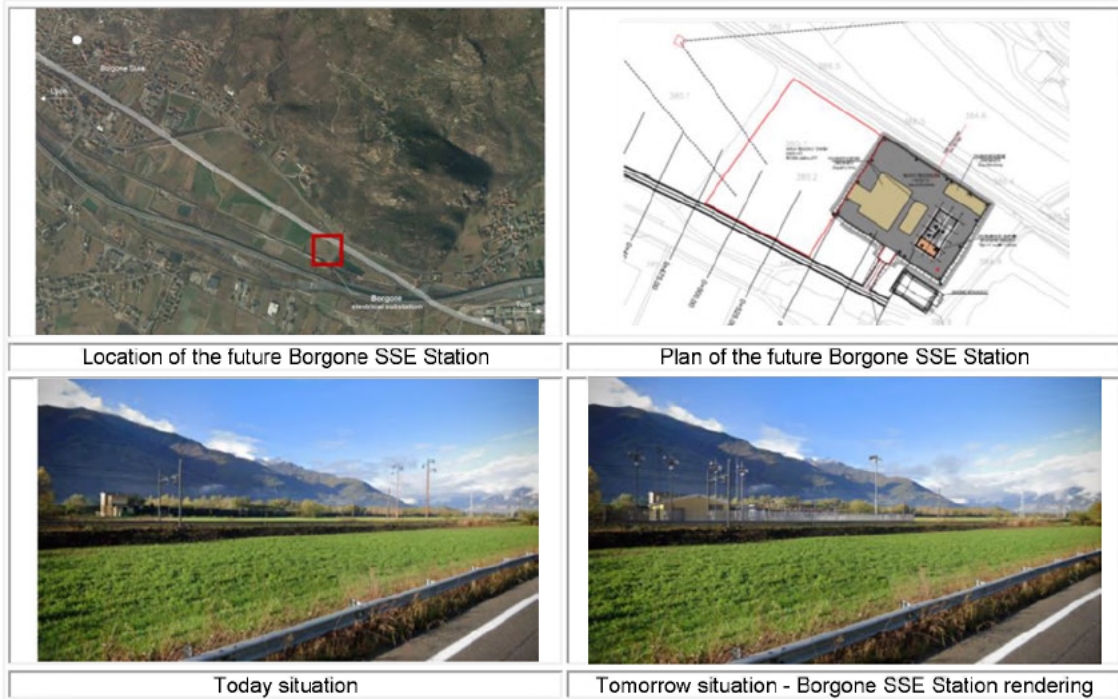
Work package 4 - Lot 5: Adaptation of the line power supply system through the construction of two new electrical substations in Avigliana and Borgone (Works)

Partner involved: TELT

Duration: 59 months

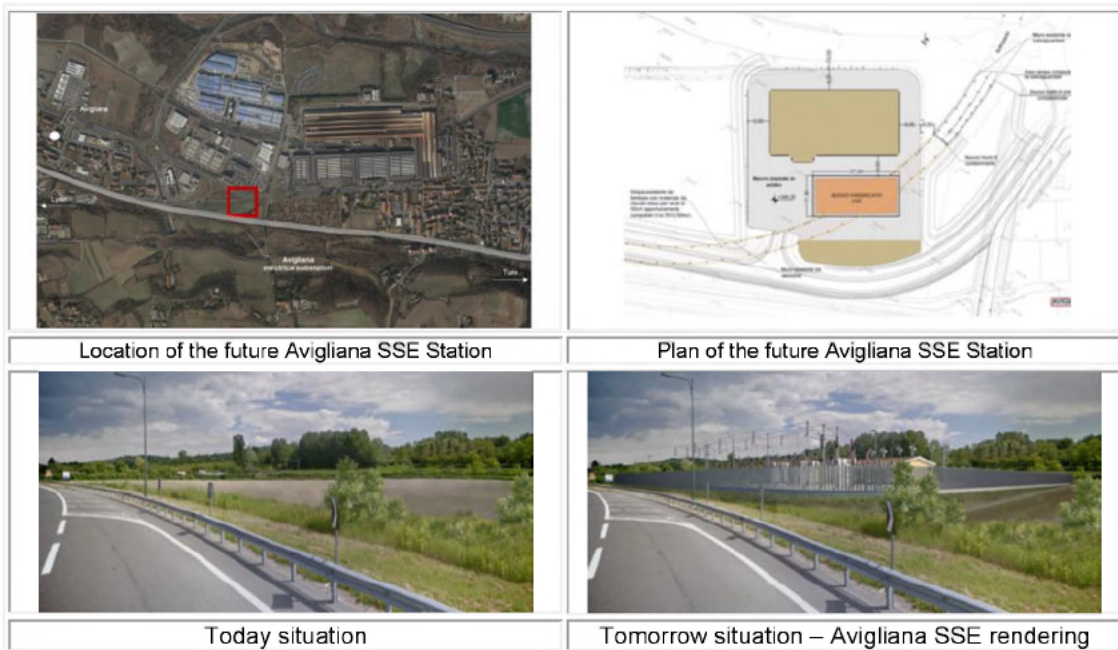
¹ According to the art. 14 of Law 241/90 (Italian Administrative Code) the Conference of Services, also called Public Service Inquiry (Conferenza dei Servizi in Italian) is an administrative procedure foreseen by the Italian Administrative Code that speeds up the obtainment of all the necessary opinions to start the construction works by the competent authorities

Objectives: Lot 5 foresees the complete construction of two new electrical substations for the supply of 3 kV direct current to the railway lines in Avigliana and Borgone. In relation to the new loads envisaged by the above-mentioned upgrading project, they will supply the section subject to the intervention, replacing the existing substation located in Sant'Ambrogio, which will be decommissioned when the new installations are activated. This intervention is necessary in the light of the future increase in the capacity exploitation of the line determined by the opening of the base tunnel.



Work Package 4 – Specifications

The location of the two ESSs on the territory makes it necessary to intervene on the local road system by adapting and upgrading an existing road in the case of Borgone, while in the case of Avigliana a new connection road will be built.



Work Package 4 – Specifications

In order to allow access to the new electrical substations (ESS), it is necessary to intervene on the local road network by adapting and upgrading an existing road in the case of Borgone, while providing, in the case of Avigliana, the creation of a new road link. The electrical substations have common characteristics: a fenced yard, two separate islands containing a series of external electrical equipment, a one-store building dedicated to transformation of electricity. Part of the Work Package is devoted to completing the urban location procedure and all the final opinions from other involved institutions through the "Conferenza dei Servizi". The environmental and archaeological approvals have been already obtained; no specific additional revisions on the projects are expected, so we foresee the completion of the approval procedure by November 2024.

Tasks: 4.1 Authorization process (studies), 4.2 Detailed design (studies), 4.3 Realization of construction works (works)

Work package 5 - Lot 7: Acoustic mitigation (Studies)

Partner involved: TELT

Duration: 34 months

Objectives: This intervention consists of the design of noise barriers on the entire Bussoleno - Avigliana section. The sizing and location of the interventions are the result of a special acoustic study that has been carried out. To date, some types of barriers have been hypothesized, which will have to be consolidated through discussions with the municipalities involved in order to start the final design.

Tasks: 5.1 Preliminary Design (PFTE) (studies) 5.2 Environmental authorization process DLg152/2006 of the studies, composed by the "Parere del Consiglio Superiore dei Lavori Pubblici" (Opinion of the Superior Council of Public Works) and the "Conferenza dei servizi"(Public Inquiry) 5.3 Realization of Final Design (PFTE Plus) (studies)

Work package 6 – Project Management and Coordination

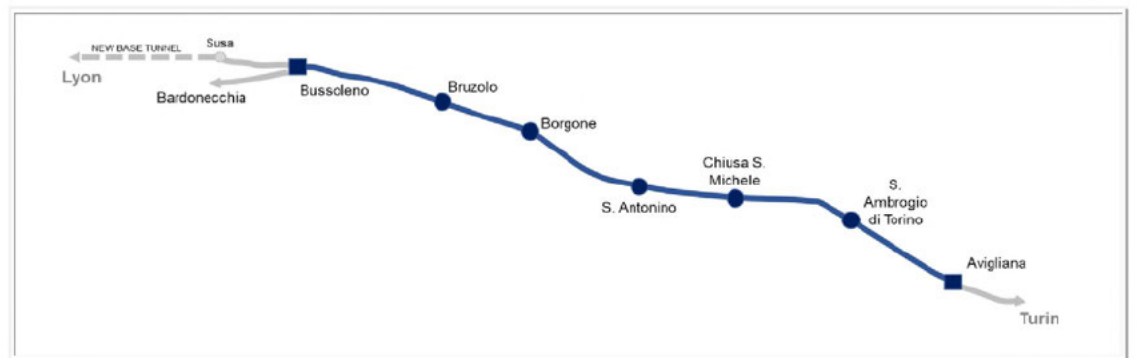
Partner involved: TELT

Duration: 60 months

Objectives: WP6 will be dedicated to project management, coordination and monitoring. The core project management activities will be carried out by TELT via their internal staff, however, such costs will not be reported for reimbursement within this Grant. WP6 does however include a budget for a support to project management and monitoring activities, that will be subcontracted by TELT. Internal, administrative and staff costs of beneficiary TELT are not covered by this Grant Agreement.

3. Locations

The project is located on the Turin-Lyon line, international section of the Mediterranean Corridor between France and Italy. It relates the Italian access line to the new base tunnel under construction. The lay out of the access line is a result of a very complex analysis of the alternatives carried out by the Turin- Lyon Observatory.



The section of the line under intervention, between the stations of Bussoleno and Avigliana excluded, is part of the railway line connecting Modane/Susa to the Turin node. The line has mixed passenger and cargo traffic, double track and it is electrified at 3 kV cc. At present, the line, which serves the lower, middle and upper Susa Valley, is divided, on the French side, in the direction of Susa and in the direction of the Frejus/Modane tunnel, while on the Italian side at Bivio Pronda it splits into a double track in the direction of Orbassano station and a double track in the direction of Turin San Paolo. The length of the Bussoleno-Avigliana section is about 21.5 km and includes the stations of S. Ambrogio, Chiusa San Michele, S. Antonino, Borgone di Susa, Bruzolo and Bussoleno. The line is double-track electrified, the axle weight coding is D4 (mass per axle 22.5 t) while the coding for combined traffic is PC 45 and the module is 600m. The line has a progressive level of ascent, reaching 11 ‰ in the Bussoleno-Borgone section. Complementary interventions are going to be implemented for improving the loading gauge to PC80².

4. Main goals and justification

The interventions described above allow for the technological modernization of the line, the increase in capacity and regularity of operation, adaptation to European interoperability standards, the demolition of the primary electric line not in operation for the parts along the line, an increase in road and rail safety and the noise abatement of the line. In view of these elements, the interventions to be carried out on the section in question are essential to make the overall design of the new railway line truly efficient and thus also to maximize the benefits of the core objective of the EU 2030 Agenda: the decarbonisation of Europe and more specifically of the Alpine arc through the modal shift from road to rail.

The Work Plan of the Project encompasses 6 Work Packages:

- WP1: Lot 1 - Realisation of new technological installations for the management of the traffic on the Bussoleno - Avigliana section (Works);
- WP2: Lot 2 - Removal of two level crossings in the municipality of Borgone Susa (Works)
- WP3: Lot 3: Adaptation to specifications for interoperability for persons with reduced mobility (TSI PMR) of the Sant'Ambrogio, Borgone and Bruzolo stops (Works);
- WP4: Lot 5: Adaptation of the line power supply system through the construction of two new electrical substations in Avigliana and Borgone (Works);
- WP5: Lot 7 – Noise Protection Barriers (Studies);
- WP6: Project Management and Coordination (horizontal activity).

As mentioned, this project is part of a wider project, described in detail below, that is a focused on the realization of the base tunnel as a key transport project of the Trans European Transport Network and of the Mediterranean Core Corridor. The upgrade of the Bussoleno – Avigliana section will permit to allow the passage of modern trains after the entry into operation of the new base tunnel. The construction of the base tunnel, together with the projects on the access lines, will permit to strengthen one of the most important economic axes of the European Union. Therefore, the realization of this project, in the framework of the Global Project will permit to:

- To remove one of the main bottlenecks along a cross border section, represented by the old Frejus tunnel. This will turn into increased efficiency of the transport services: the flat route, together with access lines, will shorten travelling time and reduce operating costs by around 40% if compared with today situation. The new line will allow the passage of longer and heavier trains, in accordance with the modern requirement for rail freight transport.
- To optimize the transport routes, improving the attractiveness of rail transport against road transport, reducing the congestion caused by road vehicles carrying freight along the Mediterranean Corridor.
- Reducing the emissions and externalities produced by the transport sector on a very sensitive context, such as the one represented by the Alps.

² From Bussoleno, the rise of the historic line increases significantly to reach the historic Frejus tunnel, reaching peaks of 28 ‰.

EU Grants: Description of the action (DoA) — Annex 1 CEF2 V7.0 – 10.10.2023

- Create a more favorable environment for private, public, or private-public partnership investments.

ANNEXES

LIST OF ANNEXES

Subcontracting table
Timetable (Gantt chart)

SUBCONTRACTING TABLE

Subcontracting <i>Give details on subcontracted action tasks (if any).</i> <i>Subcontracts must be awarded using your usual purchasing practices – provided that they ensure best value for money and no conflict of interests. If you are a 'contracting authority/entity' within the meaning of the EU Directives on public procurement, you must also comply with the applicable national law on public procurement.</i> Note: <i>The coordinator remains fully responsible for the coordination tasks, even if they are delegated to someone else. Coordinator tasks cannot be subcontracted.</i>			
Task number to be subcontracted (follow the numbering in the grant agreement)	Name of task to be subcontracted	Description (Describe briefly the part of the task to be subcontracted and indicate the BEN/AE responsible)	Estimated Costs (EUR)
T1.1	Application contract n.1: detailed design	Detailed design to be drawn up by the contractor and its verification realized in compliance with Dlgs50/2016 art.26 (Public Procurement Code)	800.000,00
T1.2	Application contract n.2: execution of works	Realisation of the works envisaged in the plan consisting in the replacement of the existing railway traffic management equipment, the construction of technological buildings in which the new technological equipment will be installed	28.552.784,00
T1.3	Detailed design for the interventions relating to the superstructure and electric traction.	Detailed design to be drawn up by the contractor and its verification realized in compliance with Dlgs50/2016 art.26 (Public Procurement Code)	130.000,00

EU Grants: Description of the action (DoA) — Annex 1 CEF2 V7.0 – 10.10.2023

T1.4	Execution of works	Realisation of the works envisaged in new communications between the rails at the new Bruzolo/S. Didero and Condove movement posts.	5.500.000,00
T2.1	Authorisation process	The authorisation process includes the urban location process and the subsequent stages of adaptation of the project to the results of the Conferenza dei Servizi. the negotiation activity for the assignment of the integrated contract is also included in this WP	0,00
T2.2	Detailed design	Detailed design to be drawn up by the contractor and its verification realized in compliance with Dlgs50/2016 art.26 (Public Procurement Code)	400.000,00
T2.3	Realisation of construction works	Execution of works for the realisation of the work consisting in the elimination of two-level crossings in the municipality of Borgone, the consequent construction of a new road system to replace the existing level crossings and the improvement of the existing road system with the construction of pavements and cycle paths.	7.550.000,00
T3.1	Realisation of construction works	Execution of works for the realisation of the work consisting in the implementation of interventions to adapt to interoperability standards, for which the interventions will concern the raising and lengthening of existing platforms, adaptation and upgrading of existing subways, creation of paths, tactile maps and lifts, renewal of signage, lighting, public information and paving.	7.320.000,00
T4.1	Authorisation process	The authorization process includes the urban location process and the subsequent stages of adapting the project to the results of the Conferenza dei Servizi. The negotiation activity for the assignment of the integrated contract is also included in this WP.	0,00
T4.2	Detailed design	Detailed design to be drawn up by the contractor and its verification realized in compliance with Dlgs50/2016 art.26 (Public Procurement Code)	1.000.000,00
T4.3	Realisation of works	Execution of works for the realisation of the work consisting in the construction of two new electricity substations in the municipalities of Borgone and Avigliana, the construction of a new connecting road in the municipality of Avigliana, the removal of the now disused metal structure of the primary electricity line located on either	32.410.000,00

EU Grants: Description of the action (DoA) — Annex 1 CEF2 V7.0 – 10.10.2023

		side of the line between the municipalities of Collegno and Bussoleno, and the decommissioning of the electricity substation located in Sant'Ambrogio.	
T.5.1	Preliminary Design (PFTE)	<p>Preliminary design (PFTE) including the following activities:</p> <ul style="list-style-type: none"> - Acquisition and investigation of basic data coming from previous studies already performed - Topographic and archaeological surveying - Flight and mapping (Aerophotogrammetry) - Environmental analysis, geotechnical testing and geological studies - Surveys and analysis of utilities interferences in order to establish a preliminary cost estimate - Surveys on land ownership in order to identify the possible need of purchase or expropriation and to estimate costs and time needed for the procedures - Environmental impact study - all the necessary elements for the issuing of necessary permits, such as conformity to the urban planning document and other equivalent documents. 	500.000,00
T5.2	Environmental authorisation process (DLg152/2006) + Consiglio Superiore dei Lavori Pubblici + Conferenza dei Servizi	Approval procedure by Consiglio Superiore dei Lavori Pubblici and Conferenza dei Servizi (Public Inquiry)	0,00
T5.3	Realization of Final Design (PFTE Plus)	The final design (PFTE Plus) shall contain all the necessary elements to proceed with the launch of tender.	2.000.000,00
T6.1	Support to Project Management	Support of the coordination of the monitoring work required for the smooth management of the Project in order to ensure overall coherence of approach in line with the work plan and contractual obligations.	900.000,00

TIMETABLE (GANTT CHART)

Fill in the timetable below or replace it with a Gantt chart, respecting the minimum requirements presented below.

Use the project month numbers in addition to calendar months. Month 1 marks always the start of the project. Indicate the timing of each task per work package. Repeat lines/columns as necessary. Adjust the name of the months according to the start month of your project.

For the periodic report, show the agreed timeline (as provided by the Grant Agreement in force) in grey and the updated timeline in green.

For more complex projects, additional breakdown per sub-tasks and/or beneficiary is recommended.

Indicate milestones on the timeline, marking those on critical path in red.)

Task / Milestone	2022												2023												2024												2025																																																																																																										
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec																																																																																															
M01 L01 - Review of the technical specifications for the management of the Lyon - Toron base line access - Upgrading of the rail historic line <i>Essais/101 - Proj.1/1</i>																																																																																																																																															
T11	WS1											WS2																																																																																																																																			
T12												WS3																																												WS4																																																																																							
T13												WS5																						WS6																																																																																																													
T14																							WS7																																																							WS8																																																																	
M02 L02 - Installation of two new access gates to the workshop of Bogern (see M01)																																																																																																																																															
T21												WS9																						WS10																																																																																																													
T22																							WS11																						WS12																																																																																																		
T23																																		WS13																																																																																																													
M03 L03 - Requalification of the two new access gates to the workshop of Bogern (see M02)																																																																																																																																															
T31												WS14																						WS15																																																																																																													
T32																							WS16																						WS17																																																																																																		
M04 L04 - Requalification of the two new access gates to the workshop of Bogern (see M03)																																																																																																																																															
T41	WS17																						WS18																																																																																																																								
T42																							WS19																						WS20																																																																																																		
T43																																		WS21																																																																		WS22																																											
M05 L05 - Requalification of the workshop of Bogern (see M04)																																																																																																																																															
T51												WS23																						WS24																																																																																																													
T52																							WS25																																																																													WS26																																											
T53																																		WS27																																																																													WS28																																
M06 Project Management and Coordination																																																																																																																																															
T61	M06																						M07																																																																													M08																																											
T62												M09																																																																																																																									M10										

EU Grants: Description of the action (DoA) — Annex 1 CEF2 V7.0 – 10.10.2023

HISTORY OF CHANGES		
VERSION	PUBLICATION DATE	CHANGE
1.0	28.07.2023	Initial version submitted for the Grant Agreement Preparation
2.0	20.09.2023	Timetable updated
3.0	28.09.2023	Update of the Project description, scope and objectives with the Impact sections from the GAP check table
4.0	03.10.2023	Final update of the Project description WP6: no budget allocation for PM activities that will be carried out from TELT.
5.0	04.10.2023	Update of the Subcontracting table amounts
6.0	06.10.2023	Update of the Subcontracting table amounts
7.0	10.10.2023	Update of the Subcontracting table amounts

ANNEX 1

DETAILED BUDGET BREAKDOWN PER REPORTING PERIOD

Estimated eligible costs (per budget category)																	Estimated EU contribution			
Direct costs															Indirect costs	Total costs	EU contribution to eligible costs			Total requested EU contribution
A. Personnel costs		B. Subcontracting costs	C. Purchase costs					D. Other cost categories					E. Indirect costs	Funding rate %	Maximum EU contribution		Requested EU contribution			
Forms of funding	A.1 Employees (or equivalent)	A.2 Natural persons under direct contract	A.3 Seconded persons	A.4 SME owners and natural person beneficiaries	C.1 Travel and subsistence			C.2 Equipment	C.3 Other goods, works and services	D.1 Financial support to third parties	D.2 Studies	D.3 Synergetic elements	D.4 Works in outermost regions	D.5 Land purchases	Flat-rate costs	f = a+b+c+d	V, W, X	g ²	h	m
	Actual costs	Unit costs (usual accounting practices)	Unit costs	Actual costs	Travel	Accommodation	Subsistence	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs						
	a1	a2	a3	b	c1a	c1b	c1c	c2	c3	d1a	d2	d3	d4	d5	e ¹	f = a+b+c+d	V, W, X	g ²	h	m
Reporting period 1																				
1 - TELT	0.00	0.00	0.00	27 689 474.40	0.00	0.00	0.00	660 525.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28 350 000.00	50, 50, 70	14 175 000.00	14 175 000.00	14 175 000.00
2 - RFI	16 250.00	0.00	0.00	2 583 750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2 600 000.00	50, 50, 70	1 300 000.00	1 300 000.00	1 300 000.00
Total	16 250.00	0.00	0.00	30 273 224.40	0.00	0.00	0.00	660 525.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30 950 000.00		15 475 000.00	15 475 000.00	15 475 000.00
Reporting period 2																				
1 - TELT	0.00	0.00	0.00	51 423 309.60	0.00	0.00	0.00	1 226 690.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52 650 000.00	50, 50, 70	26 325 000.00	26 325 000.00	26 325 000.00
2 - RFI	33 750.00	0.00	0.00	5 366 250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5 400 000.00	50, 50, 70	2 700 000.00	2 700 000.00	2 700 000.00
Total	33 750.00	0.00	0.00	56 789 559.60	0.00	0.00	0.00	1 226 690.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58 050 000.00		29 025 000.00	29 025 000.00	29 025 000.00
Total all reporting periods	50 000.00	0.00	0.00	87 062 784.00	0.00	0.00	0.00	1 887 216.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89 000 000.00		44 500 000.00	44 500 000.00	44 500 000.00

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

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

START (DETAILED BUDGET TABLE PER WP)

PROJECT DATA

Project number:	SEP-210910655
Project acronym:	RE-AVIBUS-TELT-2

Work package name	Funding Rate
WP 1: Lot 1 - Realisation of new technological installations for the management of the traffic on the Bussoleno - Avigliana section (Works)	50%
WP 2: Lot 2 - Elimination of two-level crossings in the municipality of Borgone Susa (Works)	50%
WP 3: Lot 3 - Adaptation to specifications for interoperability for persons with reduced mobility (TSI PMR) of the Sant'Ambrogio, Borgone and Bruzolo stops (Works);	50%
WP 4: Lot 5 - Adaptation of the line power supply system through the construction of two new electrical substations in Avigliana and Borgone (Works);	50%
WP 5: Lot 7 - Acoustic mitigation (Studies).	50%
WP 6: Project Management and Coordination	50%

Participant name

TELT - Tunnel Euroalpin Lyon Turin

RFI - Rete Ferroviaria Italiana

DETAILED BUDGET TABLE PER WP

PROJECT DATA	
---------------------	--

Project number:	SEP-210910655
------------------------	----------------------

Project acronym:	RE-AVIBUS-TELT-2
-------------------------	-------------------------

BUDGET BREAKDOWN PER WORK PACKAGE AND PARTICIPANT
--

<i>Reporting period can be added/deleted as needed</i>
--

2023-2025

2026-2027

Work Package	Participant	Reporting period 1	Reporting period 2	Total costs	Funding rate (for work package)	EU contribution
WP 1: Lot 1 - Realisation of new technological installations for the management of the traffic on the Bussoleno - Avigliana	TELT - Tunnel Euroalpin Lyon Turin	15.123.619,30	21.746.380,70	36.870.000,00	50%	18.435.000,00
WP 2: Lot 2 - Elimination of two-level crossings in the municipality of Borgone Susa (Works)	RFI - Rete Ferroviaria Italiana	2.600.000,00	5.400.000,00	8.000.000,00	50%	4.000.000,00
WP 3: Lot 3 - Adaptation to specifications for interoperability for persons with reduced mobility (TSI PMR) of the Sant'Ambrogio, Borgone and Bruzolo stops (Works):	TELT - Tunnel Euroalpin Lyon Turin	5.490.000,00	1.830.000,00	7.320.000,00	50%	3.660.000,00
WP 4: Lot 5 - Adaptation of the line power supply system through the construction of two new electrical substations in Avigliana and Borgone (Works):	TELT - Tunnel Euroalpin Lyon Turin	5.930.769,23	27.479.230,77	33.410.000,00	50%	16.705.000,00
WP 5: Lot 7 - Acoustic mitigation (Studies).	TELT - Tunnel Euroalpin Lyon Turin	1.500.000	1.000.000,00	2.500.000,00	50%	1.250.000,00
WP 6: Project Management and Coordination	TELT - Tunnel Euroalpin Lyon Turin	305.611,47	594.388,53	900.000,00	50%	450.000,00
Total		30.950.000,00	58.050.000,00	89.000.000,00		44.500.000,00

Summary per work package						
Etichette di riga	Reporting period_1	FP RP_1	Reporting period_2	FP RP_2	Sum of Total costs	Sum of EU contribution
WP 1: Lot 1 - Realisation of new technological installations for the management of the traffic on the Bussoleno - Avigliana section (Works)	15.123.619	41%	21.746.381	59%	36.870.000	18.435.000
WP 2: Lot 2 - Elimination of two-level crossings in the municipality of Borgone Susa (Works)	2.600.000	33%	5.400.000	68%	8.000.000	4.000.000
WP 3: Lot 3 - Adaptation to specifications for interoperability for persons with reduced mobility (TSI PMR) of the Sant'Ambrogio, Borgone and Bruzolo stops (Works);	5.490.000	75%	1.830.000	25%	7.320.000	3.660.000
WP 4: Lot 5 - Adaptation of the line power supply system through the construction of two new electrical substations in Avigliana and Borgone (Works);	5.930.769	18%	27.479.231	82%	33.410.000	16.705.000
WP 5: Lot 7 - Acoustic mitigation (Studies).	1.500.000	60%	1.000.000	40%	2.500.000	1.250.000
WP 6: Project Management and Coordination	305.611	34%	594.389	66%	900.000	450.000
Totale complessivo	30.950.000	35%	58.050.000	65%	89.000.000	44.500.000

Summary per Participant				
Etichette di riga	Reporting period_1	Reporting period_2	Sum of Total costs	Sum of EU contribution
TELT - Tunnel Euroalpin Lyon Turin	28.350.000	52.650.000	81.000.000	40.500.000
RFI - Rete Ferroviaria Italiana	2.600.000	5.400.000	8.000.000	4.000.000
Totale complessivo	30.950.000	58.050.000	89.000.000	44.500.000

#	EU CONTRIBUTION	TOTAL COSTS
ENCODE VALUE FROM EGRANTS	44500000	89000000
DIFFERENCE	0	0

ANNEX 2

ESTIMATED BUDGET FOR THE ACTION

Estimated eligible ¹ costs (per budget category)																Estimated EU contribution ²				
Direct costs															Indirect costs	Total costs	EU contribution to eligible costs			Maximum grant amount ⁶
A. Personnel costs		B. Subcontracting costs	C. Purchase costs					D. Other cost categories					E. Indirect costs ³	Funding rate % ⁴	Maximum EU contribution ⁵		Requested EU contribution			
Forms of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs ⁷	Actual costs	C.1 Travel and subsistence			C.2 Equipment	C.3 Other goods, works and services	D.1 Financial support to third parties	D.2 Studies	D.3 Synergetic elements	D.4 Works in outermost regions	D.5 Land purchases	E. Indirect costs	f = a+b+c+d	V, W, X	g ¹⁰	h	m
					Travel	Accommodation	Subsistence													
	a1	a2	a3	b	c1a	c1b	c1c	e2	e3	d1a	d2	d3	d4	d5	e ⁹					
1 - TELT	0.00	0.00	0.00	79 112 784.00	0.00	0.00	0.00	1 887 216.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81 000 000.00	50, 50, 70	40 500 000.00	40 500 000.00	40 500 000.00
2 - RFI	50 000.00	0.00	0.00	7 950 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8 000 000.00	50, 50, 70	4 000 000.00	4 000 000.00	4 000 000.00
Σ consortium	50 000.00	0.00	0.00	87 062 784.00	0.00	0.00	0.00	1 887 216.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89 000 000.00		44 500 000.00	44 500 000.00	44 500 000.00

¹ See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules).

² The consortium remains free to decide on a different internal distribution of the EU funding (via the consortium agreement; see Article 7).

³ Indirect costs already covered by an operating grant (received under any EU funding programme) are ineligible (see Article 6.3). Therefore, a beneficiary/affiliated entity that receives an operating grant during the action duration cannot declare indirect costs for the year(s)/reporting period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please immediately contact us via the EU Funding & Tenders Portal for details.

⁴ See Data Sheet for the funding rate(s).

⁵ This is the theoretical amount of the EU contribution to costs, if the reimbursement rate is applied to all the budgeted costs. This theoretical amount is then capped by the 'maximum grant amount'.

⁶ The 'maximum grant amount' is the maximum grant amount decided by the EU. It normally corresponds to the requested grant, but may be lower.

⁷ See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

⁸ See Data Sheet for the flat-rate.

⁹ e = flat-rate * (a1 + a2 + a3 + b + c1a + c1b + c1c + c2 + c3 + d1a + d2 + d3 + d4 + d5)

¹⁰ g = (a1 + a2 + a3) * V% + b * V% + (c1a + c1b + c1c + c2 + c3) * V% + (d1a + d3 + d5) * V% + d2 * W% + d4 * X% + e * V%

ANNEX 2a

ADDITIONAL INFORMATION ON UNIT COSTS AND CONTRIBUTIONS

SME owners/natural person beneficiaries without salary

See [*Additional information on unit costs and contributions \(Annex 2a and 2b\)*](#)

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

RETE FERROVIARIA ITALIANA (RFI), PIC , established in PIAZZA DELLA CROCE ROSSA 1, ROMA 00161, Italy,

hereby agrees

to become beneficiary

in Agreement No 101122755 — 22-EU-TG-RE-AVIBUS-TELT-2 ('the Agreement')

between TUNNEL EURALPIN LYON TURIN (TELT) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

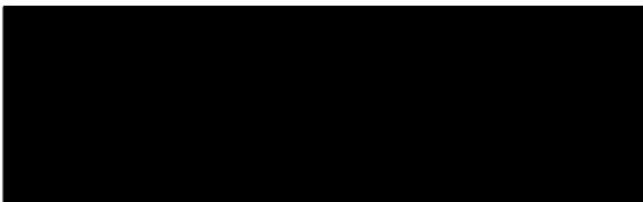
and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

SIGNATURE

For the beneficiary



ANNEX 4 CEF MGA — MULTI + MONO

FINANCIAL STATEMENT FOR [PARTICIPANT NAME] FOR REPORTING PERIOD [NUMBER]

Eligible ¹ costs (per budget category)															EU contribution ²				Revenues															
Direct costs															Indirect costs	Total costs	EU contribution to eligible costs			Total requested EU contribution	Income generated by the action													
A. Personnel costs		B. Subcontracting costs	C. Purchase costs			D. Other cost categories				E. Indirect costs ²	Funding rate ³	Maximum EU contribution ⁴	Requested EU contribution																					
Forms of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs ⁵	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	[Actual costs]	[Actual costs]	[Actual costs]	[Actual costs]	Flat-rate costs ⁶	f = a+b+c+d+e	[U] [V, W, X]	[g = (1%*a) / (g = (a1 + a2 + a3) * V% + (c1*a + c1b + c1c + c2 + c3) * W% + (d1)a + d3 + d5) * X% + d2 * W% + d4 * X% + e * V%]	n	m	n													
																						a1	a2	a3	b	c1a	c1b	c1c	c2	c3	d1a	[d2]	[d3]	[d4]
XX – [short name beneficiary/affiliated entity]																																		

The beneficiary/affiliated entity hereby confirms that:

The information provided is complete, reliable and true.

The costs and contributions declared are eligible (see Article 6).

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

For the last reporting period, that all the revenues have been declared (see Article 22).

¹ Please declare all eligible costs and contributions, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Only amounts that were declared in your individual financial statements can be taken into account later on, in order to replace costs/contributions that are found to be ineligible.

² See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules).

³ If you have also received an EU operating grant during this reporting period, you cannot claim indirect costs - unless you can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please contact us immediately via the Funding & Tenders Portal for details.

⁴ See Data Sheet for the reimbursement rate(s).

⁵ This is the theoretical amount of EU contribution to costs that the system calculates automatically (by multiplying the reimbursement rates by the costs declared). The amount you request (in the column 'requested EU contribution') may be less.

⁶ See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

⁷ See Data Sheet for the flat rate.

ANNEX 5

SPECIFIC RULES

CONFIDENTIALITY AND SECURITY (— ARTICLE 13)

Sensitive information with security recommendation

Sensitive information with a security recommendation must comply with the additional requirements imposed by the granting authority.

Before starting the action tasks concerned, the beneficiaries must have obtained all approvals or other mandatory documents needed for implementing the task. The documents must be kept on file and be submitted upon request by the coordinator to the granting authority. If they are not in English, they must be submitted together with an English summary.

For requirements restricting disclosure or dissemination, the information must be handled in accordance with the recommendation and may be disclosed or disseminated only after written approval from the granting authority.

EU classified information

If EU classified information is used or generated by the action, it must be treated in accordance with the security classification guide (SCG) and security aspect letter (SAL) set out in Annex 1 and Decision 2015/444¹ and its implementing rules — until it is declassified.

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

Action tasks involving EU classified information may be subcontracted only with prior explicit written approval from the granting authority and only to entities established in an EU Member State or in a non-EU country with a security of information agreement with the EU (or an administrative arrangement with the Commission).

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

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

¹ Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

Rights of use of the granting authority on results for information, communication, dissemination and publicity purposes

The granting authority also has the right to exploit non-sensitive results of the action for information, communication, dissemination and publicity purposes, using any of the following modes:

- **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- **distribution to the public** in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file
- **editing** or **redrafting** (including shortening, summarising, changing, correcting, cutting, inserting elements (e.g. meta-data, legends or other graphic, visual, audio or text elements) extracting parts (e.g. audio or video files), dividing into parts or use in a compilation
- **translation** (including inserting subtitles/dubbing) in all official languages of EU
- **storage** in paper, electronic or other form
- **archiving** in line with applicable document-management rules
- the right to authorise **third parties** to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out in this provision
- **processing**, analysing, aggregating the results and **producing derivative works**
- **disseminating** the results in widely accessible databases or indexes (such as through 'open access' or 'open data' portals or similar repositories, whether free of charge or not.

The beneficiaries must ensure these rights of use for the whole duration they are protected by industrial or intellectual property rights.

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

COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17)

Communication and dissemination plan

Where imposed by the call conditions, the beneficiaries must provide a detailed communication and dissemination plan, setting out the objectives, key messaging, target audiences, communication channels, social media plan, planned budget and relevant

indicators for monitoring and evaluation. **Additional communication and dissemination activities**

The beneficiaries must engage in the following additional communication and dissemination activities:

- **present the project** (including project summary, coordinator contact details, list of participants, European flag and funding statement and project results) on the beneficiaries' **websites** or **social media accounts**
- for actions involving equipment, infrastructure or works, display public **plaques** or **billboards** as soon as the work on the action starts and a **permanent commemorative plaque** once it is finished, with the European flag and funding statement
- upload the public **project results** to the CEF Project Results platform, available through the Funding & Tenders Portal.

SPECIFIC RULES FOR CARRYING OUT THE ACTION (— ARTICLE 18)

Member State information

The beneficiaries must keep the Member States that support the action informed about its progress.

To this effect, the coordinator must provide the reports submitted in accordance with Article 21 to the concerned the Member States representatives (listed on the granting authority's website). This can be done either by email or by giving them access to the reports in the Funding & Tenders Portal.

Implementation in case of restrictions due to security

Where the call conditions restrict participation or control due to security reasons, the beneficiaries must ensure that none of the entities that participate as affiliated entities, associated partners, subcontractors or recipients of financial support to third parties are established in countries which are not eligible countries or target countries set out in the call conditions (or are controlled by such countries or entities from such countries).

The beneficiaries must moreover ensure that any cooperation with entities established in countries which are not eligible countries or target countries set out in the call conditions (or are controlled by such countries or entities from such countries) does not affect the security interests and avoids potential negative effects over security of supply of inputs critical to the action.

Specific rules for digital infrastructure projects

When implementing digital infrastructure projects, the beneficiaries must ensure that the network technologies and equipment (including software and services) funded by the action comply with the security requirements and assessments as reflected in the applicable EU, international and national law on cybersecurity and on data protection.

Moreover, where the call conditions impose wholesale access obligations, the beneficiaries must provide wholesale access to the digital infrastructure funded by the action, under fair and

reasonable conditions, in a non-discriminatory manner and in accordance with the call conditions.

Specific rules for ATM common projects

When implementing actions for the implementation of common projects established under Regulation (EU) No 409/2013², the beneficiaries must ensure that their actions comply with the deployment programme referred to in Article 11 of that Regulation (as published on the Europa website).

Durability

Unless exempted by the granting authority, the beneficiaries must commit to continue to use and maintain after the end of the action equipment bought and fully reimbursed by the action, for activities pursuing the action's objectives. Such equipment must be used for these purposes — for at least five years after the end of the action (see Data Sheet, Point 1) or until the end of its economic lifespan (i.e. until it has been fully depreciated) — whichever is earlier.

Specific rules for blending operations

When implementing blending operations, the beneficiaries acknowledge and accept that:

- the grant depends on the approved financing from the Implementing Partner and/or public or private investors for the project
- they must inform the granting authority both about the approval for financing and the financial close — within 15 days
- both actions will be managed and monitored in parallel and in close coordination with the Implementing Partner, in particular:
 - all information, data and documents (including the due diligence by the Implementing Partner and the signed agreement) may be exchanged and may be relied on for the management of the other action (if needed)
 - issues in one action may impact the other (e.g. suspension or termination in one action may lead to suspension also of the other action; termination of the grant will normally suspend and exit from further financing and vice versa, etc.)
- the granting authority may disclose confidential information also to the Implementing Partner.

² Commission Implementing Regulation (EU) No 409/2013 of 3 May 2013 on the definition of common projects, the establishment of governance and the identification of incentives supporting the implementation of the European Air Traffic Management Master Plan (OJ L 123, 4.5.2013, p. 1).



Digitally sealed by the European Commission
Date: 2023.10.13 15:00:49 CEST

This electronic receipt is a digitally signed version of the document submitted by your organisation. Both the content of the document and a set of metadata have been digitally sealed.

This digital signature mechanism, using a public-private key pair mechanism, uniquely binds this eReceipt to the modules of the Funding & Tenders Portal of the European Commission, to the transaction for which it was generated and ensures its full integrity. Therefore a complete digitally signed trail of the transaction is available both for your organisation and for the issuer of the eReceipt.

Any attempt to modify the content will lead to a break of the integrity of the electronic signature, which can be verified at any time by clicking on the eReceipt validation symbol.

More info about eReceipts can be found in the FAQ page of the Funding & Tenders Portal.

<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/support/faq>